



Board of Governors' Meeting
West Plains Civic Center, Magnolia Room
Friday, 6/22/2018
1:00 - 5:00 PM CT

I. Roll Call

II. Approval of Minutes

II.A. Approval of Minutes of Open and Closed Meetings of May 17, 2018 - Page 4

III. Consent Agenda

A. President

- III.A.1. Approval of FY2018-2019 Employment Agreements for Athletics Administrators - Page 12*
- III.A.2. Approval of FY2018-2019 Employment Agreements for Assistant Coaches - Page 32*
- III.A.3. Approval of FY2018-2019 Employment Agreements for Athletics Head Coaches - Page 46*
- III.A.4. Approval of Extension to Employment Agreement for Head Baseball Coach Keith Guttin - Page 56*

B. West Plains Campus

- III.B.1. Approval of Actions Concerning Academic Employees - Page 58*
- III.B.2. Approval of Actions Concerning Non-Academic Employees - Page 61*

C. Academic Affairs

- III.C.1. Approval of Revisions to the Faculty Handbook - Page 62*
- III.C.2. Approval to Apply for a Grant in Support of the MSU Bear Power Program - Page 64*

D. International Programs

- III.D.1. Approval of Adjustment of Distribution of Revenues Generated by the Foreign Language Institute - Page 65*

E. Procurement and Financial

- III.E.1. Approval of Procurement Activity Report - Page 66*
- III.E.2. Approval of Rental Rates for Space in the Kenneth E. Meyer Alumni Center for Various Departments and University Related Offices - Page 72*

F. Facilities and Equipment

- III.F.1. Approval of Activity Reports for the Months of April 2018 and May 2018 - Page 92*
- III.F.2. Approval of Proposal and Award of a Contract for the FY19 Job Order Contracting Services-Mechanical Repair and Replacement - Page 94*
- III.F.3. Approval of Bids and Award of a Contract for the Construction of National Pan-Hellenic Council (NPHC) Plots - Page 95*
- III.F.4. Approval of Bids and Award of a Contract for the Creation of a Temporary Parking Lot at the Mill Street Warehouse - Page 97*
- III.F.5. Approval of Bids and Award of a Contract for the Renovation of Rooms 311 and 315 of Carrington Hall - Page 99*
- III.F.6. Approval of an Agreement Granting a Drainage, Sanitary Sewer and Temporary Construction Easement to the Twin Lakes Properties, LLC - Page 101*

G. Human Resources

- III.G.1. Approval of Actions Concerning Academic Employees - Page 116*
- III.G.2. Approval of Actions Concerning Non-Academic Employees - Page 133*
- III.G.3. Approval of Actions Concerning Academic and Non-Academic Employees Salary July Adjustments - Page 138*
- III.G.4. Approval of Actions Concerning Academic Employees Salary August Adjustments - Page 141*
- III.G.5. Approval of FY19 Additional Fringe Benefits to be Funded by Missouri State University or the Missouri State University Foundation - Page 142*

IV. Committee Reports

A. Risk Management and Audit Committee

B. Finance and Facilities Committee

C. Programs and Planning Committee

IV.C.1. Approval of Revisions to University Award Policies - Page 146

IV.C.2. Approval of Revisions to Code of Student Rights and Responsibilities - Springfield and West Plains Campuses - Page 159

IV.C.3. Approval of Revisions to G1.31 Title IX Policy on Sexual Assault, Stalking and Other Forms of Sexual Misconduct - Page 296

IV.C.4. Approval of G1.05-1 Accessibility Policy - Page 300

V. President's Report

A. President Clif Smart's report will include updates and comments on the following topics:

Presidents Report - Page 302

1. Approval of Fiscal Year 2019 Internal Operating Budget

Fiscal Year 2019 Internal Operating Budget - Page 303

2. Approval of Fiscal Year 2020 Capital Improvements Priorities

Fiscal Year 2020 Capital Improvements Priorities - Page 340

3. Approval of One-Time Retention Payment from University Funds

One-Time Retention Payment - Page 342

VI. West Plains Campus

A. Chancellor's Report - Chancellor Shirley Lawler will provide a report regarding activities at the West Plains Campus

Chancellors Report - Page 343

1. Making Our Missouri Statement Moment - Missouri State University-West Plains Relationship with the West Plains R-VII School District

2. Report from the West Plains Faculty Senate

3. Report from the West Plains Staff Senate

4. Report from the West Plains Student Government Association

VII. Academic Affairs

A. Report from the Provost - Provost Frank Einhellig's report will include updates and comments regarding Academic Affairs

Provosts Report - Page 344

1. Approval of New Program Master of Science in Nutrition and Dietetics

Approval of Master of Science in Nutrition and Dietetics - Page 345

2. Student Research Forums - Graduate College, College of Health and Human Services and College of Natural and Applied Sciences

3. Update on Hiring of Academic Administrators

VIII. Research and Economic Development (written report only)

A. Report from the Vice President for Research and Economic Development & International Programs - Vice President Jim Baker will provide a written report on Sponsored Research

Research and Economic Development Report - Page 347

IX. Diversity and Inclusion (written report only)

A. Division for Diversity and Inclusion Report - Assistant to the President/Chief Diversity Officer Wes Pratt will provide a written report regarding activities associated with the Division for Diversity and Inclusion

Diversity and Inclusion Report - Page 351

X. Student Affairs

A. Report from the Student Body President

Student Body President Report - Page 360

B. Student Affairs Report - Vice President for Student Affairs Dee Siscoe will provide a written report regarding activities in the Division of Student Affairs (written report only)

Student Affairs Report - Page 361

XI. Marketing and Communications (written report only)

A. Marketing and Communications Report - Vice President for Marketing and Communications Suzanne Shaw will provide a written report regarding activities in the Division of Marketing and Communications

Marketing and Communications Report - Page 363

XII. Staff Senate

A. Staff Senate Report

Staff Senate Report - Page 364

XIII. Facilities and Equipment

A. Approval of Proposal and Award of a Contract for the FY19 Job Order Contracting Services

Proposal and Award of a Contract for the FY19 Job Order Contracting Services - Page 365

XIV. Financial

A. Development Report (written report only) - Vice President for University Advancement Brent Dunn will provide a written report from the MSU Foundation

Development Report - Page 366

XV. New Business

A. Resolution to Approve the 2019 Board of Governors Meeting Schedule

2019 Board of Governors Meeting Schedule - Page 370

XVI. Resolution Authorizing Closed Meeting, Pursuant to Sections 610.021(1), (2), (3), (6), (9), (11), (12), (13), (14) and/or (17) of the Revised Statutes of Missouri

Closed Meeting Resolution - Page 372

XVII. Adjournment

XVIII. Date of Next Meeting: Thursday, August 9, 2018, 11:30 am, Doubletree Hotel, Jefferson City, Missouri

MINUTES OF THE BOARD OF GOVERNORS
MISSOURI STATE UNIVERSITY
MAY 17, 2018 1:00 P.M.

1. Roll Call

Present- Ms. Carrie Tergin, Chair
Ms. Amelia Counts, Governor
Ms. Craig Frazier, Governor
Ms. Virginia Fry, Governor
Mr. Gabriel Gore, Governor
Ms. Beverly Miller, Governor
Mr. William Miller, Student Governor
Mr. Kendall Seal, Governor
Ms. Carol Silvey, Governor
Mr. Gregory Spears, Governor

Also

Present- Clifton M. Smart III, President
Jim Baker, Vice President for Research and Economic Development &
International Programs
Drew Bennett, Chancellor of the West Plains Campus
Donna Christian, Director of Internal Audit and Compliance
Ryan DeBoef, Chief of Staff and Assistant to the President for Governmental
Relations
Rachael Dockery, General Counsel
Brent Dunn, Vice President for University Advancement
Frank Einhellig, Provost
Stephen Foucart, Chief Financial Officer
Victor Matthews, Dean, College of Humanities and Public Affairs
Kyle Moats, Director of Athletics
Matt Morris, Vice President for Administrative Services
Jeff Morrissey, Chief Information Officer
Wes Pratt, Chief Diversity Officer
Suzanne Shaw, Vice President for Marketing & Communications
Dee Siscoe, Vice President for Student Affairs
Kristan Gochenauer, Secretary of the Board

- 2. Presiding** – The presiding officer for the meeting was Ms. Carrie Tergin, Chair of the Board of Governors. She called the meeting to order at 1:00 p.m. in the Traywick Parliamentary Room in the Plaster Student Union on the campus of Missouri State University in Springfield, Missouri.

Ms. Tergin welcomed Mr. William Miller, new Student Governor, to the Board.

3. **Approval of Board of Governors' Meeting Minutes** – Ms. Tergin then requested the approval of the minutes for the open and closed meetings of February 23, 2018 and March 21, 2018. Mr. Craig Frazier so moved, receiving the second from Ms. Carol Silvey.

Motion passed 9-0.

4. **Consent Agenda** – Ms. Tergin noted that the next item of business on the agenda was the approval of the Consent Agenda for this meeting. The items included in the Consent Agenda are:

President

Approval of Extension to Employment Agreement for Head Women's Basketball Coach Kellie Harper (Human Resources No. 1579-18).

Approval of FY2018/2019 Employment Agreements for Assistant Coaches for Men's Basketball (Human Resources No. 1580-18).

Approval of FY2018/2019 Employment Agreements for Assistant Coaches for Volleyball (Human Resources No. 1581-18).

Approval of FY2018/2019 Employment Agreement for Associate Coach for Strength and Conditioning – Administrator (Human Resources No. 1582-18).

Approval of FY2018/2019 Employment Agreement for Assistant Coach for Football (Human Resources No. 1583-18).

West Plains Campus

Approval of Actions Concerning Academic Employees (West Plains Campus Personnel No. 418-18).

Approval of Actions Concerning West Plains Campus Non-Academic Employees (West Plains Campus Personnel No. 419-18).

Approval of Fiscal Year 2019 Salary and Benefits Overview for Missouri State University-West Plains Coaches (West Plains Personnel No. 420-18).

Approval of Expenditures to Implement Student-Approved Capital Projects (West Plains Student Policies No. 14-18).

Approval of a Modification to the FY19 Fee Resolution to Reflect the Facilities Management Agreement Pricing for the Grizzly Lofts Beginning with the Fall 2018 Semester (West Plains Fees No. 15-18).

Procurement and Financial

Approval of Procurement Activity Report (Purchasing Activity Report No. 466-18).

Facilities and Equipment

Approval of Activity Report for the Months of February 2018 and March 2018 (Activity Report No. 301-18).

Approval of Ratification of Lease Amendment for Television Tower Space for KOZJ-Joplin between Missouri State University and American Tower Asset Sub, LLC (Agreement No. 408-18).

Approval of Bids and Award of a Contract for the Exterior Improvements to Hill Hall (Bids & Quotations No. 1558-18).

Human Resources Items

Approval of Actions Concerning Academic Employees (Human Resources No. 1584-18).

Approval of Actions Concerning Non-Academic Employees (Human Resources No. 1585-18)

Mr. Gregory Spears made a motion to approve the Consent Agenda, receiving a second from Ms. Virginia Fry.

Motion passed 9-0.

- 5. Making Our Missouri Statement – Approval of Resolution to Acknowledge the 2017-18 Excellence in Public Affairs for Faculty and Staff Award Recipients** – Dr. Rachelle Darabi, Associate Provost for Student Development and Public Affairs, read the resolution recommending approval to acknowledge the 2017-18 Excellence in Public Affairs for faculty and staff award recipients (Awards No. 81-18). Faculty award winners were Abigale Ehlers and Ana Estrella-Riollano. Staff award winners were Gilbert Adkins, Pricilla Childress and Susan Martindale. Moved and seconded, respectively, by Mr. Frazier and Mr. Spears.

Motion passed 9-0.

6. Committee Reports:

- A.** Mr. Spears highlighted the Risk Management and Audit Committee meeting. During closed session, three reports were reviewed and recommendations have been implemented. During the open meeting, the committee discussed the G1.33 Fraud Policy. Mr. Spears made a motion to recommend approval of the G1.33 Fraud Policy (Board Policies No. 113-18). Mr. Frazier seconded the motion.

Motion passed 9-0.

- B.** Ms. Beverly Miller provided a summary of the Programs and Planning Committee meeting. Dr. David Hough, Dean of the College of Education, Dr. Chris Craig, Deputy Provost, and Ms. Rachel Heinz, College of Education, gave a presentation on the Bear POWER program. The College of Education has been working to secure grants,

establishing partnerships and develop curriculum with the first cohort of ten Bear POWER students scheduled to start January 2019.

- C. Mr. Frazier then gave a report of the Finance and Facilities Committee meeting. The meeting included an appropriations update and overview of the fiscal year 2019 budget recommendations for Springfield and West Plains campuses. A one-time employee retention payment was discussed. Further review and approval of the budget and retention payment will take place at the June Board meeting. An overview of the Bond documents for the Woods House, the OPTV Tower collapse and the purchase agreement for the new residence hall was given. Mr. Frazier made a motion to recommend approval of the G8.09 Operating Funds Cash Reserves Policy (Board Policies No. 114-18). Ms. Amelia Counts seconded the motion.

Motion passed 9-0.

- 7. **President's Report** – President Smart welcomed everyone to commencement weekend at Missouri State. He stated that in the three commencement ceremonies tomorrow, we will graduate 2,631 students on the Springfield campus, including 2,005 undergraduate degrees and 626 graduate degrees; 91 of which are doctorates. On Saturday, 262 student will graduate with associate degrees on the West Plains campus.

President Smart reported on the Association of Governing Board's (AGB) Annual Conference, which he attended with Governor Tergin, Governor Gore and Kristan Gochenauer, Board Secretary. Governors Tergin and Gore highlighted key aspects of the conference emphasizing collaboration and leadership. The next conference is scheduled for April 2019.

President Smart gave a legislative update noting that Friday, May 18, 2018, is the last day of the Missouri legislative session. He shared that this year the focus has been on two priorities to include restoration of state funding and modification of our statutory degree restrictions. President Smart thanked Ryan DeBoef, Chief of Staff and Assistant to the President for Governmental Relations, and the entire Government Relations team for their good work this year.

President Smart requested approval of the appointment of Shirley Lawler as Chancellor of the Missouri State University-West Plains campus. Ms. Silvey made a motion, receiving a second from Ms. Beverly Miller.

Motion passed 9-0.

He then introduced Dr. Shirley Lawler, Chancellor for West Plains, who briefly spoke to the Board about herself, and stated she is looking forward to working at the West Plains campus. President Smart acknowledged Mr. Matt Morris, Vice President for Administrative Services, for his work on the search committee. He then recognized Dr. Drew Bennett, Chancellor of West Plains, for his accomplishments and congratulated him on his retirement.

8. **West Plains** – Dr. Drew Bennett, Chancellor of the West Plains Campus, thanked the Board and President Smart stating it has been an honor serving as Chancellor of the West Plains campus. He believes the relationship between the Springfield and West Plains campuses is the strongest it has ever been and sees the West Plains campus as a “springboard” to the Springfield campus.

9. **Academic Affairs:**

A. Faculty Senate Report – Dr. Cynthia MacGregor, Chair of the Faculty Senate, stated that this would be her last meeting and announced that Dr. Tom Dicke, the new Chair of the Faculty Senate, will present at the June Board of Governors meeting. She reported on the progress of the 2017-18 Ad Hoc Committees of the Faculty Senate. Dr. MacGregor then reported on other Faculty Senate activities and shared information regarding the Faculty Senate Resolutions, passed on April 26, 2018, to include Professor Salary Incentive Program, Tuition Benefits, Internal Senate Action Regarding Faculty Senate Committee on University Budget and Priorities and Internal Senate Action on Department Head Hiring.

B. Report from the Provost – Dr. Frank Einhellig, Provost, presented a resolution of appreciation for Dr. Cynthia MacGregor’s exemplary service as Chair of the Faculty Senate for the 2017-2018 academic year. Moved and seconded, respectively, by Ms. Silvey and Ms. Fry.

Motion passed 9-0.

Dr. Einhellig then gave an update on Program Accreditation highlighting the Colleges of Health and Human Services and Natural and Applied Sciences.

Dr. Einhellig shared the names of the six recipients of the Missouri State University Foundation Awards for Excellence in Teaching, Research, and Service for 2018, some of whom were present:

- Service – Dr. Paul Durham (Biology) and Dr. James Parsons (Music)
- Research – Dr. Kyoungtae Kim (Biology) and Dr. Ridwan Sakidja (Physics, Astronomy and Materials Science)
- Teaching – Dr. Amanda Brodeur (Biomedical Sciences) and Ivy Yarckow-Brown (Criminology)
- Governor’s Award for Excellence in Teaching – Ivy Yarckow-Brown (Criminology)

Dr. Michael G. Burton, Chair of the fourteenth annual Public Affairs Conference, reported on the success of this year’s conference, *Sustainability in Practice: Consensus and Consequences*. He noted that the attendance/participation rate was the highest in all the years the conference has been held and acknowledged the faculty, staff and students for their hard work.

10. **Diversity and Inclusion:**

- A. Mr. Wes Pratt, Assistant to the President/Chief Diversity Officer, reported on the 2018 Collaborative Diversity Conference titled *Facing racism in 2018 and beyond: A changing dynamic*. Mr. Pratt stated that the conference was a success secondary to the hard work of the committee, the quality of the speakers and presentations and the support of sponsors.

11. Student Affairs:

- A. **Report from Student Body President** – Mr. Brandon McCoy, Student Body President, gave a report from the West Plains campus. He then gave an overview of accomplishments for the Springfield campus, highlighting the most recent. He stated it has been an honor to serve the students and thanked Ms. Caitlin Schaefer, Student Body Vice President, and Mr. Conner Aller, Chief of Staff, for their hard work behind the scenes. He then introduced the 2018-2019 Student Body President, Isaiah Villarreal, a junior majoring in Management.
- B. **Student Affairs Report** – Dr. Dee Siscoe, Vice President for Student Affairs, offered a commendation to Mr. Brandon McCoy for service as Student Body President and a commendation to Ms. Caitlin Schaefer for service as Student Body Vice President. A motion was made by Mr. Spears and seconded by Mr. Kendall Seal.

Motion passed 9-0.

Dr. Siscoe asked for approval of the 2018 Wall of Fame Inductees (Awards No. 82-18) approving former Missouri State University employees to be added to the Wall of Fame. The 2018 recommended inductees are – Mr. Greg Burris, Dr. Ben Fuqua, Ms. Susan Hom, Ms. Mary Kennedy, Ms. Chyrel Love Miller and Dr. James Pettijohn. Moved and seconded, respectively, by Ms. Counts and Mr. Seal.

Motion passed 9-0.

- 12. **Staff Senate Report** – Mr. Robert Moore, Staff Senate Chair, recognized Dr. Cynthia MacGregor for her leadership and support as Faculty Senate Chair as well as Mr. Brandon McCoy and Ms. Caitlin Schaefer for their work in Student Government. He shared that the book club continues to be a high point with record interest for the upcoming summer session. Mr. Moore shared that Staff Senate is excited that Pineapple Whip will be on campus May 23 and the upcoming all staff picnic is scheduled for June 1. He then reported the staff senate election outcomes. Mr. Jonathan Lee will be the 2018-2019 Chair and Ms. Adja Jones the 2018-2019 Chair-Elect.

Mr. Matt Morris, Vice President for Administrative Services, presented a resolution to commend Mr. Robert Moore for his outstanding service as Staff Senate Chair for 2017-2018. Mr. Gabriel Gore made a motion, receiving a second from Ms. Counts.

Motion passed 9-0.

13. Financial:

- A. Mr. Steve Foucart, Chief Financial Officer, recommended approval of a resolution for auxiliary enterprise system revenue bond series 2018A (Finance No. 1068-18). Mr. Frazier so moved, receiving the second of Ms. Fry.

Motion passed 9-0.

14. Facilities and Equipment:

- A. Mr. Morris requested approval of build to suit real estate purchase agreement for new residence hall to be constructed at 630 East Madison, Springfield, Missouri (Agreement No. 409-18). Located on the corner of Madison and Holland, the multi-story building will include a four story-parking garage as well as three stories of living space. The purchase price is subject to a cap of \$24,000,000 with expected completion April 2020. Ms. Silvey moved the resolution, receiving a second from Mr. Frazier.

Motion passed 9-0.

15. New Business:

- A. **Alumni Initiatives** – Mr. Brent Dunn, Vice President for University Advancement, gave a brief overview of the Alumni Association. The Alumni Association began in 1941. In 1981, the Foundation was created and the Alumni Association was moved under its umbrella. Alumni Association engagement is coast to coast and internationally, but national trends are showing a decrease in involvement and giving. Ms. Lori Fan, Director of the Alumni Association, shared the Alumni Associations latest engagement strategy as well as current initiatives to grow alumni partnerships, involvement and giving at the University. This includes digital forms of engagement, volunteer opportunities, collaboration and clearly defined ways for alumni to directly connect to the University. Ms. Fan introduced staff members Ms. Debra Branson, Associate Director Alumni Relations, Ms. Candice Wolf, Assistant Director Alumni Activities and Ms. Shellie Jones, Assistant Director of Alumni Engagement. An upcoming engagement is the MarooNation Volunteer Engagement Forum, scheduled June 22-23, 2018, here on the Missouri State University campus.

- 16. Closed Meeting** – It was determined that the Board of Governors needed to meet in a closed session to consider items of business provided in the Revised Statutes of Missouri. Ms. Tergin asked if a resolution authorizing a closed meeting of the Board was prepared. Thereupon, the following resolution was presented for consideration:

BE IT RESOLVED by the Board of Governors for Missouri State University that a closed meeting with closed records and closed vote, be held during a recess of this May 17, 2018, meeting of the Board of Governors to consider items of business pursuant to:

- A. R.S.Mo. 610.021(20). “Confidential or privileged communications between a public governmental body and its auditor,…”

Mr. Silvey moved the approval of the resolution and Mr. Frazier seconded the motion.

A roll call vote on the motion was as follows: those voting in favor – Governors Counts, Frazier, Fry, Gore, Miller, Seal, Silvey, Spears, and Tergin; those voting against – none.

Ms. Tergin declared the resolution passed unanimously. The open meeting recessed at 3:54 p.m. to go into closed session.

The open meeting was reconvened at 5:21 p.m.

Date of Next Meeting – The date of the next regularly scheduled meeting was set for Friday, June 22, 2018, at 1:00 p.m. in West Plains, Missouri.

17. **Adjournment** – Ms. Tergin adjourned the meeting at 5:21 p.m., on the motion of Mr. Spears, the second of Ms. Fry, and the unanimous vote of the Board.



Kristan Gochenauer
Secretary to the Board

III.A.1.

RECOMMENDED ACTION – Approval of FY2018-2019 Employment Agreements for Athletics Administrators.

The following resolution was moved by _____
and seconded by _____

WHEREAS, Missouri State University desires to hire Christine McCartney as Academic Advisor, Dr. Mary Jo Wynn Achievement Center for Intercollegiate Athletics and Ms. McCartney desires to accept such employment, as set forth in the attached Exhibit A; and

WHEREAS, the University desires to continue its employment of the individuals referenced in the attached Exhibits B, and subject to the terms and conditions as set forth in the attached Exhibit C.

NOW, THEREFORE, BE IT RESOLVED that the Board of Governors of Missouri State University approves and authorizes the President to execute the attached FY2018-2019 Employment Agreements for Athletics Administrators.

VOTE: **AYE** _____
 NAY _____

Comments:

The salaries for Chastity A. Hunt, Melissa Goodman, Shamika Kentish, Daniel Raines, Carla Morton, A'dja Jones, Richard Kindhart, Eric Doennig, Benjamin Adamson, James Penkalski, Mitchell Hauschildt, Shannon Derricks, Kristian Stewart, Steve Sawchak, Susan Atkinson, Tyler Landgraf and Adam Lang remain unchanged from 2017-2018.

The coaches will be eligible to earn achievement payments contingent upon the athletic success of their particular teams.



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR

This Employment Agreement (“Agreement”) is by and between the Board of Governors of Missouri State University (“University”) and the employee identified below (“Administrator”).

By executing this Agreement, the University agrees to employ Administrator, and Administrator agrees to be employed by University, for the position and term identified below. In exchange for Administrator’s services, the University will provide Administrator with the compensation, achievement payments (if the contingencies are satisfied), and other benefits and incentives identified below.

The parties further agree to be bound by, and that the terms set forth herein are subject to, the Athletics Employment Agreement Terms and Conditions – Administrator*, which is incorporated herein by this reference.

Name of Administrator: Christine McCartney

Position: Academic Advisor, Dr. Mary Jo Wynn Achievement Center for Intercollegiate Athletics

Term: May 21, 2018 – June 30, 2019

Compensation: \$32,000

Achievement Payment(s):

\$750 should the athletics department for all teams NCAA average academic program rate (APR) meet or exceed the NCAA APR score of 985.

ADMINISTRATOR

MISSOURI STATE UNIVERSITY

CMcCartney

Christine McCartney

Clifton M. Smart III
President

04/25/18

Date

Date

*Athletics Employment Agreement Terms and Conditions – Administrator dated March 18, 2013



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Name of Administrator: Chastity A. Hunt

Position: Senior Associate Athletics Director / SWA

Term: July 1, 2018 – June 30, 2019

Compensation: \$96,747

Achievement Payments:

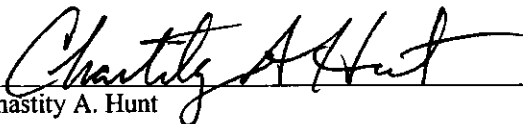
\$1,000 Regular Season Championship in Football, Volleyball, Men’s or Women’s Basketball, or \$400 Regular Season Championship or Co-Championship in any other men’s or women’s sports, and \$400 for each men’s and women’s team that wins a game in the NCAA post season (excludes NIT/WNIT); and \$1,250 should all athletics teams meet or exceed NCAA APR cut score

Other Benefits and Incentives:

Social Membership to Highland Springs Country Club (shared with athletics administrators and coaches)

ADMINISTRATOR

MISSOURI STATE UNIVERSITY


Chastity A. Hunt

Clifton M. Smart III
President


Date

Date

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Name of Administrator: Melissa Goodman

Position: Assistant Athletics Director for Business Administration

Term: July 1, 2018 – June 30, 2019

Compensation: \$47,476 Annually

Achievement Payments:

\$700 Regular Season Championship, Co Championship or MVC Tournament Championship in Football, Volleyball, Men’s or Women’s Basketball, or

\$400 Regular Season Championship, Co-Championship or MVC Tournament Championship in any other men’s or women’s sports, and

\$400 For each men’s and women’s team that wins a game in the NCAA post season (excludes NIT/WNIT)

Other Benefits and Incentives:

ADMINISTRATOR

Melissa Goodman

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

5-15-18

Date

Date

*Athletics Employment Agreement Terms and Conditions – Administrator dated March 18, 2013



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Name of Administrator: Shamika Kentish

Position: Assistant Athletics Director for Compliance

Term: July 1, 2018 – June 30, 2019

Compensation: \$47,476 annually

Achievement Payments:

\$700 Regular Season Championship, Co-Championship or MVC Tournament Championship in Football, Volleyball, Men’s or Women’s Basketball, or

\$400 Regular Season Championship, Co-Championship or MVC Tournament Championship in any other men’s or women’s sports, and

\$400 for each men’s and women’s team that wins a game in the NCAA post season (excludes NIT/WNIT)

Other Benefits and Incentives:

ADMINISTRATOR

MISSOURI STATE UNIVERSITY

Shamika Kentish

Shamika Kentish

Clifton M. Smart III
President

5/15/2018

Date

Date

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Name of Administrator: Daniel Raines

Position: Assistant Director of Athletics, Dr. Mary Jo Wynn Achievement Center for Intercollegiate Athletics

Term: July 1, 2018 – June 30, 2019

Compensation: \$55,000

Achievement Payments:

\$700 Regular Season Championship or Conference Championship in Football, Volleyball, Men’s or Women’s Basketball, or \$400 Regular Season Championship, Co-Championship or MVC Championship in any other men’s or women’s sports, and \$400 For each men’s and women’s team that wins the conference tournament championship; and \$400 For each men’s and women’s team that wins a game in NCAA post season (excludes NIT/WNIT); and \$1,250 should all University teams NCAA calculated APR meet or exceed the NCAA APR cut score.

Other Benefits and Incentives:

ADMINISTRATOR

MISSOURI STATE UNIVERSITY

Daniel L. Raines

Daniel Raines

Clifton M. Smart III
President

5/15/18

Date

Date

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The parties further agree to be bound by, and that the terms set forth herein are subject to, the Athletics Employment Agreement Terms and Conditions – Administrator*, which is incorporated herein by this reference.

Name of Administrator: Carla Morton

Position: Assistant Director, Dr. Mary Jo Wynn Achievement Center for Intercollegiate Athletics

Term: July 1, 2018 – June 30, 2019

Compensation: \$40,000

Achievement Payment(s):

\$750 should the athletics department for all teams NCAA average academic program rate (APR) meet or exceed the NCAA APR score of 985.

ADMINISTRATOR

MISSOURI STATE UNIVERSITY

Carla Morton

Clifton M. Smart III
President

Date

Date

*Athletics Employment Agreement Terms and Conditions – Administrator dated March 18, 2013



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR

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Name of Administrator: A’dja Jones

Position: Director, Student Athlete Development and Community Relations

Term: July 1, 2018 – June 30, 2019

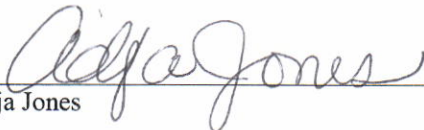
Compensation: \$40,000

Achievement Payment(s):

\$750 should the athletics department for all teams NCAA average academic program rate (APR) meet or exceed the NCAA APR score of 985.

ADMINISTRATOR

MISSOURI STATE UNIVERSITY



Adja Jones

Clifton M. Smart III
President

6/4/18

Date

Date

*Athletics Employment Agreement Terms and Conditions – Administrator dated March 18, 2013



Missouri State UNIVERSITY

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Name of Administrator: Richard Kindhart

Position: Assistant Athletics Director for Athletics Communications

Term: July 1, 2018 – June 30, 2019

Compensation: \$72,568

Achievement Payments:

\$700 Regular Season Championship, Co-Championship or NVC Tournament Championship in Football, Volleyball, Men’s or Women’s Basketball, and

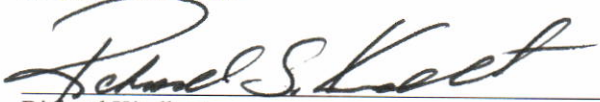
\$400 Regular Season Championship, Co-Championship or MVC Tournament Championship in any other men’s or women’s sports, and

\$400 for be selected to participate in the NIT

\$400 For each men’s and women’s team that wins a game in the NCAA post season (excludes WNIT)

Other Benefits and Incentives:

ADMINISTRATOR


Richard Kindhart

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President


Date

Date

*Athletics Employment Agreement Terms and Conditions – Administrator dated March 18, 2013



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR

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Name of Administrator: Eric R. Doennig

Position: Assistant Director for Athletics Communications

Term: July 1, 2018 – June 30, 2019

Compensation: \$47,476

Achievement Payments:

\$500 Regular Season Championship or Conference Championship in Football, Volleyball, Men’s or Women’s Basketball, or \$250 Regular Season Championship, Co-Championship or MVC Championship in any other men’s or women’s sports, and \$250 For each men’s and women’s team wins a game/match in the NCAA post season (excludes NIT/WNIT)

Other Benefits and Incentives:

ADMINISTRATOR

MISSOURI STATE UNIVERSITY

Eric R. Doennig

Clifton M. Smart III
President

Date

Date

*Athletics Employment Agreement Terms and Conditions – Administrator dated March 18, 2013



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR

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Name of Administrator: Benjamin Adamson

Position: Assistant Director for Athletics Communications

Term: July 1, 2018 – June 30, 2019

Compensation: \$47,476

Achievement Payments:

- \$500 Regular Season Championship in Football, Volleyball, Men’s or Women’s Basketball, or**
- \$250 Regular Season Championship or Co-Championship in any other men’s or women’s sports, and**
- \$250 for each men’s and women’s team that wins the MVC Tournament**
- \$250 for being selected to participate in the WNIT**
- \$250 for each men’s and women’s team that wins and NCAA post season game (excludes NIT)**

Other Benefits and Incentives:

ADMINISTRATOR

MISSOURI STATE UNIVERSITY

Benjamin Adamson

Clifton M. Smart III
President

5-9-18

Date

Date

*Athletics Employment Agreement Terms and Conditions – Administrator dated March 18, 2013



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR

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The parties further agree to be bound by, and that the terms set forth herein are subject to, the Athletics Employment Agreement Terms and Conditions – Administrator*, which is incorporated herein by this reference.

Name of Administrator: James Penkalski

Position: Director of Athletics Medical and Rehabilitation Services

Term: July 1, 2018 – June 30, 2019

Compensation: \$69,917

Achievement Payments:

- \$500 Regular Season Championship in Baseball; or**
- \$250 MVC Championship in Baseball; and**
- \$250 for each Championship or Co-Championship in any other men’s or women’s sport; and**
- \$250 for each men’s or women’s team that wins a game in the NCAA Tournament (excludes NIT/NIT)**

Other Benefits and Incentives:

ADMINISTRATOR



James Penkalski

5/15/18

Date

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

Date

*Athletics Employment Agreement Terms and Conditions – Administrator dated March 18, 2013



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR

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Name of Administrator: Mitchell Hauschildt

Position: Prevention, Rehabilitation and Physical Performance Coordinator

Term: July 1, 2018 – June 30, 2019

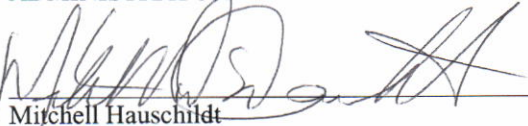
Compensation: \$47,108

Achievement Payments:

- \$500 Regular season championship, co-championship or MVC championship in Volleyball, Men’s or Women’s Basketball or Football;
- \$250 for each regular season conference championship, co-championship, or MVC tournament championship in any men’s or women’s sport; and
- \$250 for each men’s or women’s team that wins a game in the NCAA post-season competition (excludes NIT/WNIT).

Other Benefits and Incentives:

ADMINISTRATOR



Mitchell Hauschildt

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President



Date

Date

*Athletics Employment Agreement Terms and Conditions – Administrator dated March 18, 2013



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR

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Name of Administrator: Shannon Derricks

Position: Assistant Director of Athletics Medical and Rehabilitation Services

Term: July 1, 2018 – June 30, 2019

Compensation: \$51,918

Achievement Payments:

\$500 Regular Season Championship or Co-Championship in Volleyball; or

\$250 MVC Championship in Volleyball; and

\$250 for each championship or co-championship in any other men’s or women’s sport; and

\$250 for each men’s or women’s team that wins a game in the NCAA Tournament (excludes NIT/WNIT)

Other Benefits and Incentives:

ADMINISTRATOR

MISSOURI STATE UNIVERSITY



Shannon Derricks

Clifton M. Smart III
President



Date

Date

*Athletics Employment Agreement Terms and Conditions – Administrator dated March 18, 2013



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR

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Name of Administrator: Kristian Stewart

Position: Athletic Trainer for Athletics Medical and Rehabilitation Services

Term: July 1, 2018 – June 30, 2019

Compensation: \$38,908

Achievement Payments:

- \$500 Regular Season Championship in Women’s Basketball; or
- \$250 MVC Championship or Co-Championship in Women’s Basketball; or
- \$250 for each Championship or Co-Championship in any other men’s or women’s sport; or
- \$250 for each men’s or women’s team that wins a game in the NCAA Tournament (excludes NIT/NIT)

Other Benefits and Incentives:

ADMINISTRATOR

MISSOURI STATE UNIVERSITY



Kristian Stewart

Clifton M. Smart III
President

May 10, 2018

Date

Date

*Athletics Employment Agreement Terms and Conditions – Administrator dated March 18, 2013



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR

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The parties further agree to be bound by, and that the terms set forth herein are subject to, the Athletics Employment Agreement Terms and Conditions – Administrator*, which is incorporated herein by this reference.

Name of Administrator: Steve Sawchak

Position: Athletic Trainer, Athletic Medical and Rehabilitation Services

Term: July 1, 2018 – June 30, 2019

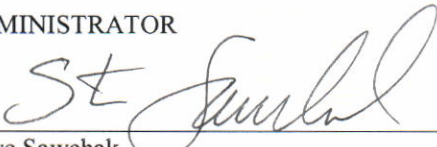
Compensation: \$47,585

Achievement Payments:

- \$500 Regular Season Championship in Football; or**
- \$250 MVC Championship in Football; and**
- \$250 for each Championship or Co-Championship in any other men’s or women’s sport; and**
- \$250 for each men’s or women’s team that wins a game in the NCAA Tournament (excludes NIT/NIT)**

Other Benefits and Incentives:

ADMINISTRATOR



Steve Sawchak

5/10/18

Date

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

Date

*Athletics Employment Agreement Terms and Conditions – Administrator dated March 18, 2013



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR

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Name of Administrator: Susan Atkinson

Position: Athletic Trainer, Athletic Medical and Rehabilitation Services

Term: July 1, 2018 – June 30, 2019

Compensation: \$38,594

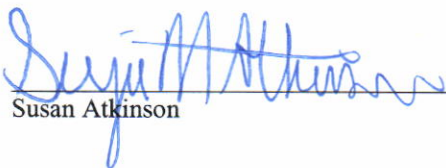
Achievement Payments:

\$500 for regular season MVC Conference Championship or Regular Season Co-Championship in W. Soccer; and
\$250 for MVC Conference Tournament Championship in any men’s or women’s sport; and
\$250 for each regular season conference championship or co-championship in any other men’s or women’s sport; and
\$250 for each men’s or women’s team that wins a game in NCAA post-season competition (excludes NIT/WNIT).

Other Benefits and Incentives:

ADMINISTRATOR

MISSOURI STATE UNIVERSITY



Susan Atkinson

Clifton M. Smart III
President

5/10/18

Date

Date

*Athletics Employment Agreement Terms and Conditions – Administrator dated March 18, 2013



Missouri State
U N I V E R S I T Y

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Name of Administrator: Tyler Landgraf

Position: Athletic Trainer, Athletic Medical and Rehabilitation Services

Term: July 1, 2018 – June 30, 2019

Compensation: \$41,190

Achievement Payments:

- \$500 MVC Regular Season Championship or Co-Championship in Men’s Basketball; or**
- \$250 MVC Championship in Men’s Basketball; and**
- \$250 for each Championship or Co-Championship in any other men’s or women’s sport; and**
- \$250 for each men’s or women’s team that wins a game in the NCAA Tournament (excludes NIT/NIT)**

Other Benefits and Incentives:

ADMINISTRATOR

MISSOURI STATE UNIVERSITY

Tyler Landgraf

Clifton M. Smart III
President

Date

Date

5-10-18

*Athletics Employment Agreement Terms and Conditions – Administrator dated March 18, 2013



Missouri State UNIVERSITY

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Name of Administrator: Adam Lang

Position: Assistant Strength and Conditioning Coach

Term: July 1, 2018 – June 30, 2019

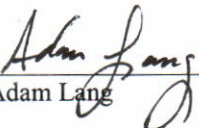
Compensation: \$40,800

Achievement Payments:

\$500 for regular season conference championship in Football; or
\$250 for MVC football conference championship; and
\$250 if the football team advances to the NCAA playoffs.

Other Benefits and Incentives:

ADMINISTRATOR


Adam Lang

8-10-18
Date

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

Date

*Athletics Employment Agreement Terms and Conditions – Administrator dated March 18, 2013

ATHLETICS EMPLOYMENT AGREEMENT TERMS AND CONDITIONS – ADMINISTRATOR

1. Term and Termination. This Agreement will automatically terminate at the end of the term identified in this Agreement (“Term”). If the parties do not execute a new agreement but Administrator remains employed by the University at the end of the Term, all terms and conditions of this Agreement will continue to govern the parties’ relationship.

The University may terminate this Agreement, with or without advance notice, in its sole discretion, without owing any continuing obligation to pay Administrator’s salary or perform any other obligations under this Agreement, if:

- a. Administrator fails to perform as agreed, Administrator otherwise breaches this Agreement, or termination is otherwise appropriate pursuant to the terms of the Employee Handbook; or
- b. Appropriations or unencumbered funds adequate to pay the obligations herein created become unavailable for any reason.

Additionally, Administrator’s employment with the University shall be “at will” such that either party may terminate this Agreement, with or without cause, in its sole discretion, at any time.

2. Duties. Administrator’s duties are set forth in the job description (as maintained by the University’s Office of Human Resources) associated with the position identified in this Agreement. Such job description is incorporated herein by this reference. Administrator will be treated as an exempt employee for purposes of applicable wage and hour laws because Administrator’s duties primarily involve organizing and administering athletics programs, supervising sports programs, and supervising personnel associated with sports programs. Administrator will have a great deal of independent discretion and judgment as to the manner and method of such duties. Administrator shall faithfully serve the University; perform the aforementioned duties; at all times devote his or her whole time, attention, and energies to his or her duties to the University; and do and perform all services, act, and things the Director of Athletics directs.

3. Use of Automobile. *This section applies only if this Agreement states that Administrator will have use of an automobile as an additional benefit and incentive.* If this Agreement so states, Administrator shall be furnished with an automobile, pursuant to a lease agreement with the University, for Administrator’s business and personal use as long as the University and/or Foundation receives sufficient automobiles (via trade-out with automobile dealers in relation to memberships in The Bears Fund) to fulfill all of the University’s commitments to provide automobiles to employees. If insufficient automobiles are available, the University has sole discretion to determine which employees will receive automobiles. The terms of the lease agreement shall control the use, maintenance, and insurance requirements applicable to such automobile; and Administrator will be responsible for ensuring compliance with all such requirements. Without limitation to the foregoing, Administrator understands and agrees that Administrator (and not the University) is individually responsible for maintaining insurance for the automobile.

4. Employee Handbook and University Policies. Administrator’s employment shall be subject to and governed by the Employee Handbook for Administrative, Professional, and Support Staff Employees (“Employee Handbook”) and all other applicable University policies, practices, and protocols. Administrator understands and agrees that policies, practices, protocols, and Employee Handbook provisions may be adopted, revoked, and changed at any time with or without notice. Administrator’s employment is not subject to the Faculty Handbook, and Administrator is not entitled to tenure or any other rights, privileges, or protections afforded to faculty.

5. Professional and Moral Conduct Requirement. It is understood Administrator is being employed by the University, by a member institution of the National Collegiate Athletic Association, for the purpose of administering, conducting and coaching intercollegiate athletics. Administrator agrees he or she will diligently conduct himself or herself in such a manner that NCAA regulations and codes of conduct now existing or hereinafter enacted, will be fully complied with, in all particulars, including, but not limited to, the following:

- a. Participating student-athletes shall deport themselves with honesty and sportsmanship at all times so that intercollegiate athletics as a whole, the institution, and they as individuals, shall represent the honor and dignity of fair play and the generally-recognized high standards associated with wholesome, competitive sports.

- b. Staff members of the University’s Athletics Department shall not accept compensation or gratuities of any kind whatsoever, either directly or indirectly, for representing a professional sports organization in the scouting or contacting of athletics talent or the negotiating of a contract. In this regard, any compensational arrangement between a professional sports organization and the University’s staff member (e.g., for scouting other professional teams or assisting the professional employer in coaching his or her team) shall be considered *prima facie* evidence of an indirect arrangement to assure the staff member’s assistance in evaluating or procuring college talent.

- c. Staff members of the University, or others serving on NCAA committees or acting as consultants, shall not, directly or by implication, use the NCAA’s name or their affiliation with the NCAA in the endorsement of products or services.

- d. Staff members of the University’s Athletics Department shall not knowingly participate, directly or indirectly, in the management, coaching, officiating, supervision, promotion or player selection or any all-star contest involving student-athletes which is not certified by the NCAA’s Extra Events committee.

- e. Staff members of the University’s Athletics Department shall not represent, directly or indirectly, a student-athlete in the marketing of athletics ability or reputation to a professional sports team or professional sports organization, and shall not receive compensation or gratuities of any kind, directly or indirectly, for such services.

- f. Administrator is required to provide a written detailed account annually to the University President for all athletically related income and benefits from sources outside the institution. In addition, the approval of all athletically related income and benefits shall be consistent with the institution’s policy related to outside income and benefits applicable to all full-time or part-time employees. Sources of such income shall include, but are not limited to, the following:

- Income from annuities;
- Sports camps;
- Housing benefits (including preferential housing arrangements);
- Country club memberships;
- Complimentary ticket sales;
- Television and radio programs; and
- Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

- g. Administrator further agrees that he or she may be suspended for a period of time, without pay, or that his or her employment may be terminated, notwithstanding any other provisions of this agreement, if he or she is found to be involved in deliberate and serious violations of any NCAA regulations.

6. Miscellaneous. The laws of the State of Missouri shall govern this Agreement. The parties agree that any lawsuit arising from any dispute or alleged breach of this Agreement shall be brought in the Circuit Court of Greene County, Missouri. This Agreement contains all terms and conditions agreed upon by the parties, and all prior agreements between the parties are void. This Agreement may be modified only by a written instrument executed by the parties hereto.

III.A.2.

RECOMMENDED ACTION – Approval of FY2018-2019 Employment Agreements for Assistant Coaches.

The following resolution was moved by _____ and seconded by _____.

WHEREAS, the University desires to employ Jessica Jackson as Assistant Coach, Women’s Basketball and Ms. Jackson desires to accept such employment, as set forth in the attached Exhibit A; and

WHEREAS, the University desires to continue its employment of the individuals referenced in the attached Exhibit B, subject to the terms and conditions set forth in the attached Exhibit C.

NOW, BE IT RESOLVED that the Board of Governors of Missouri State University approves and authorizes the President to execute the attached FY2018-2019 Employment Agreements for the athletic assistant coaches.

VOTE: AYE _____

NAY _____

Comments:

These coaches are receiving funds from previous coaches that have left the University, such that their salaries do not represent new expenses to the Athletics Department or University. Jackie Stiles will receive an annual salary of \$85,829.00 from \$84,575.00; and Jonathan Harper will receive an annual salary of \$85,829.00 from \$81,661.00.

The salaries for Beth M. Perine and Sue D. Frederick have increased from \$42,158.00 to \$50,158.00, which increases shall be funded from the proceed of the annual athletics’ auction.

The salary of Jessica Jackson of \$85,829.00 is funded from the same line as the coach she is replacing.

The salaries for Paul Evans, Matthew Lawson, Ashley Houts, Charles M. Seabolt, Kirk Nelson, Jordan Fife and James Huelskamp remain unchanged from 2017-2018.

All above-referenced coaches will be eligible to earn achievement payments contingent upon the athletic success of their respective teams.



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

This Employment Agreement (“Agreement”) is by and between the Board of Governors of Missouri State University (“University”) and the employee identified below (“Coach”).

By executing this Agreement, the University agrees to employ Coach, and Coach agrees to be employed by University, for the position, sport, and term identified below. In exchange for Coach’s services, the University will provide Coach with the compensation, achievement payments (if the contingencies are satisfied), and other benefits and incentives identified below.

The parties further agree to be bound by, and that the terms set forth herein are subject to, the Athletics Employment Agreement Terms and Conditions – Assistant Coach*, which is incorporated herein by this reference.

Name of Coach: Jessica Jackson

Position: Assistant Coach

Sport: Women’s Basketball

Term: June 6, 2018 - June 30, 2019

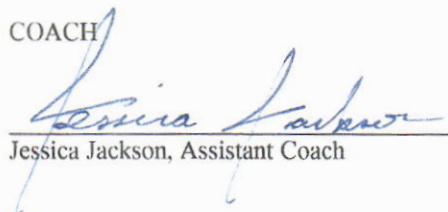
Compensation: \$85,829 annually

- \$2,500 - Missouri Valley Conference (MVC) Regular Season Championship or \$1,400 MVC Regular Season Co-Championship; and
- \$2,000 - MVC Conference Tournament Championship; and
- \$750 - Per game appearance in the Post-Season WNIT; or
- \$1,500 - At Large Bid to the NCAA Tournament; and
- \$1,500 – Per win in the NCAA Tournament; or
- \$2,500 - Win the Sweet 16 NCAA; and
- \$2,500 – Win the Elite 8; and
- \$5,000 – Win a Game in the Final Four; and
- \$7,500 –NCAA Championship Game.

Other Benefits and Incentives:

Coach may participate in camps and/or clinics.
Use of one (1) automobile.

COACH



Jessica Jackson, Assistant Coach

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

06/06/2018

Date

Date

*Athletics Employment Agreement Terms and Conditions – Assistant Coach dated February 28, 2013



Missouri State
UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

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By executing this Agreement, the University agrees to employ Coach, and Coach agrees to be employed by University, for the position, sport, and term identified below. In exchange for Coach’s services, the University will provide Coach with the compensation, achievement payments (if the contingencies are satisfied), and other benefits and incentives identified below.

The parties further agree to be bound by, and that the terms set forth herein are subject to, the Athletics Employment Agreement Terms and Conditions – Assistant Coach*, which is incorporated herein by this reference.

Name of Coach: Paul Evans

Position: Assistant Coach

Sport: Baseball

Term: July 1, 2018-June 30, 2019

Compensation: \$69,846

Achievement Payments:

\$1,400 Missouri Valley Conference (MVC) Regular Season Championship or \$700 MVC Regular Season Co-Championship; \$700 MVC Championship; and \$400 for each game in the NCAA Regional Tournament or \$2,500 for winning NCAA Regional \$400 for each game in the NCAA Super Regional Tournament or \$3,000 for winning NCAA Super Regional \$400 for each game played in the College World Series or \$5,000 if team wins College World Series

Other Benefits and Incentives:

Coach may participate in camps and/or clinics

COACH

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

Paul Evans

5-10-18

Date

Date

*Athletics Employment Agreement Terms and Conditions – Assistant Coach dated February 28, 2013



Missouri State
UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

This Employment Agreement (“Agreement”) is by and between the Board of Governors of Missouri State University (“University”) and the employee identified below (“Coach”).

By executing this Agreement, the University agrees to employ Coach, and Coach agrees to be employed by University, for the position, sport, and term identified below. In exchange for Coach’s services, the University will provide Coach with the compensation, achievement payments (if the contingencies are satisfied), and other benefits and incentives identified below.

The parties further agree to be bound by, and that the terms set forth herein are subject to, the Athletics Employment Agreement Terms and Conditions – Assistant Coach*, which is incorporated herein by this reference.

Name of Coach: Sue Frederick

Position: Associate Head Coach

Sport: Softball

Term: July 1, 2018-June 30, 2019

Compensation: \$50,158

Achievement Payments:

\$1,400 Missouri Valley Conference (MVC) Regular Season Championship or \$700 MVC Regular Season Co-Championship; \$700 MVC Championship; and \$400 for each game in the NCAA Tournament; and \$1,250 for winning 3 games in NCAA Regional; or \$2,500 if team advances to College World Series; or \$5,000 if team wins College World Series

Other Benefits and Incentives:

Coach may participate in camps and/or clinics

COACH

MISSOURI STATE UNIVERSITY

Sue Frederick

Sue Frederick

Clifton M. Smart III
President

Clifton M. Smart III 6-6-18

Date

Date

*Athletics Employment Agreement Terms and Conditions – Assistant Coach dated February 28, 2013



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

This Employment Agreement (“Agreement”) is by and between the Board of Governors of Missouri State University (“University”) and the employee identified below (“Coach”).

By executing this Agreement, the University agrees to employ Coach, and Coach agrees to be employed by University, for the position, sport, and term identified below. In exchange for Coach’s services, the University will provide Coach with the compensation, achievement payments (if the contingencies are satisfied), and other benefits and incentives identified below.

The parties further agree to be bound by, and that the terms set forth herein are subject to, the Athletics Employment Agreement Terms and Conditions – Assistant Coach*, which is incorporated herein by this reference.

Name of Coach: Elizabeth (Beth) Perine

Position: Associate Head Coach

Sport: Softball

Term: July 1, 2018-June 30, 2019

Compensation: \$50,158

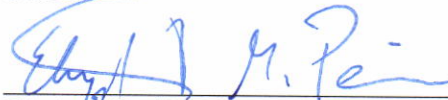
Achievement Payments:

\$1,400 Missouri Valley Conference (MVC) Regular Season Championship or \$700 MVC Regular Season Co-Championship; and \$750 MVC Championship; and \$400 for each game played in the NCAA Tournament; and \$1,250 for winning 3 games in NCAA Regional; and \$2,500 for team advancing to College World Series; and \$5,000 if team wins College World Series

Other Benefits and Incentives:


Coach may participate in camps and/or clinics

COACH



Elizabeth (Beth) Perine

Date



Date

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

Date

*Athletics Employment Agreement Terms and Conditions – Assistant Coach dated February 28, 2013



Missouri State
UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

This Employment Agreement (“Agreement”) is by and between the Board of Governors of Missouri State University (“University”) and the employee identified below (“Coach”).

By executing this Agreement, the University agrees to employ Coach, and Coach agrees to be employed by University, for the position, sport, and term identified below. In exchange for Coach’s services, the University will provide Coach with the compensation, achievement payments (if the contingencies are satisfied), and other benefits and incentives identified below.

The parties further agree to be bound by, and that the terms set forth herein are subject to, the Athletics Employment Agreement Terms and Conditions – Assistant Coach*, which is incorporated herein by this reference.

Name of Coach: Matthew Lawson

Position: Assistant Coach

Sport: Baseball

Term: July 1, 2018-June 30, 2019

Compensation: \$50,000 annually


Achievement Payments:

\$1,400 Missouri Valley Conference (MVC) Regular Season Championship or \$700 MVC Regular Season Co-Championship; \$700 MVC Championship; and \$400 for each game in the NCAA Regional Tournament or \$2,500 for winning NCAA Regional \$400 for each game in the NCAA Super Regional Tournament or \$3,000 for winning NCAA Super Regional \$400 for each game played in the College World Series or \$5,000 if team wins College World Series


Other Benefits and Incentives:

Coach may participate in camps and/or clinics

COACH



Matthew R. Lawson



Date

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

Date

*Athletics Employment Agreement Terms and Conditions – Assistant Coach dated February 28, 2013



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – OPERATIONS ASSISTANT, WOMEN’S BASKETBALL

This Employment Agreement (“Agreement”) is by and between the Board of Governors of Missouri State University (“University”) and the employee identified below (“Coach”).

By executing this Agreement, the University agrees to employ Coach, and Coach agrees to be employed by University, for the position, sport, and term identified below. In exchange for Coach’s services, the University will provide Coach with the compensation, achievement payments (if the contingencies are satisfied), and other benefits and incentives identified below.

The parties further agree to be bound by, and that the terms set forth herein are subject to, the Athletics Employment Agreement Terms and Conditions – Operations Assistant, Women’s Basketball (5/1/13), which is incorporated herein by this reference.

Name of Coach: Ashley Houts

Position: Operations Assistant, Athletics

Sport: Women’s Basketball

Term: July 5, 2018 - June 30, 2019

Compensation: \$15.75 hourly

Achievement Payments:

- \$2,500 - Missouri Valley Conference (MVC) Regular Season Championship or \$1,400 MVC Conference Co-Championship; and
- \$2,000 - MVC Conference Tournament Championship; and
- \$750 - Per game appearance in the Post-Season WNIT; or
- \$1,500 - At Large Bid to the NCAA Tournament; and
- \$1,500 – For wins in Round 1 and Round 2 of the NCAA Tournament; and
- \$2,500 - Win the Sweet 16 NCAA; and
- \$2,500 – Win the Elite 8; and
- \$5,000 – Win a Game in the Final Four; and
- \$5,000 – NCAA Championship Game.

Other Benefits and Incentives:

ASSISTANT COACH

Ashley Houts, Operations Assistant-WBB

BOARD OF GOVERNORS
MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

5-15-18
Date

Date



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

This Employment Agreement (“Agreement”) is by and between the Board of Governors of Missouri State University (“University”) and the employee identified below (“Coach”).

By executing this Agreement, the University agrees to employ Coach, and Coach agrees to be employed by University, for the position, sport, and term identified below. In exchange for Coach’s services, the University will provide Coach with the compensation, achievement payments (if the contingencies are satisfied), and other benefits and incentives identified below.

The parties further agree to be bound by, and that the terms set forth herein are subject to, the Athletics Employment Agreement Terms and Conditions – Assistant Coach (2/28/2013), which is incorporated herein by this reference.

Name of Coach: Jackie Stiles

Position: Assistant Coach

Sport: Women’s Basketball

Term: July 1, 2018 to June 30, 2019

Compensation: Base salary: \$85,829 annually
Promotional Compensation: \$20,000.00 annually funded by the Missouri State University Foundation in exchange for Ms. Stile’s agreement to perform additional duties to promote the University and make best efforts to raise private support for the Athletics Department of the University by making appearances before, and presentations to, the general public, alumni groups, booster groups and organizations, civic organizations, school districts and professional organizations for a reasonable number of dates and at mutually agreed upon times and dates (“Promotional Compensation”).

Achievement Payments:

- \$2,500 - Missouri Valley Conference (MVC) Regular Season Championship or \$1,400 MVC Regular Season Co-Championship; and
- \$2,000 - MVC Conference Tournament Championship; and
- \$750 - Per game appearance in the Post-Season WNIT; or
- \$1,500 - At Large Bid to the NCAA Tournament; and
- \$1,500 – Per win in the NCAA Tournament; or
- \$3,500 - Win the Sweet 16 NCAA; and
- \$4,000 – Win the Elite 8; and
- \$5,000 – Win a Game in the Final Four; and
- \$7,500 –NCAA Championship Game

Other Benefits and Incentives: Use of one (1) automobile.

Camps and other outside remuneration: Ms. Stiles shall be permitted to conduct basketball camps or clinics with the Head Women’s Basketball Coach’s approval. To the extent the Terms and Conditions are inconsistent with this provision, this provision shall control. In addition, Ms. Stiles may be permitted to earn additional outside income through promotional endorsements and contracts, speaking engagements, and other third-party opportunities so long as such activities are not inconsistent with this Agreement, the University’s conflict of interest policy, or NCAA regulations, and with the prior written approval of the Head Women’s Basketball Coach and the Director of Athletics, such approval not to be unreasonably withheld.

ASSISTANT COACH

Jackie Stiles

Date

BOARD OF GOVERNORS
MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

Date



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

This Employment Agreement (“Agreement”) is by and between the Board of Governors of Missouri State University (“University”) and the employee identified below (“Coach”).

By executing this Agreement, the University agrees to employ Coach, and Coach agrees to be employed by University, for the position, sport, and term identified below. In exchange for Coach’s services, the University will provide Coach with the compensation, achievement payments (if the contingencies are satisfied), and other benefits and incentives identified below.

The parties further agree to be bound by, and that the terms set forth herein are subject to, the Athletics Employment Agreement Terms and Conditions – Assistant/Associate Coach, which is incorporated herein by this reference.

Name of Coach: Jonathan Harper

Position: Assistant Coach

Sport: Women’s Basketball

Term: July 1, 2018 – June 30, 2019

Compensation: \$85,829

Achievement Payments:

- \$2,500 - Missouri Valley Conference (MVC) Regular Season Championship or \$1,400 MVC Conference Co-Championship; and
- \$2,000 - MVC Conference Tournament Championship; and
- \$750 - Per game appearance in the Post-Season WNIT; or
- \$1,500 - At Large Bid to the NCAA Tournament; and
- \$1,500 – Per win in the NCAA Tournament; or
- \$3,000 - Win the Sweet 16 NCAA; and
- \$4,000 – Win the Elite 8; and
- \$5,000 – Win a Game in the Final Four; and
- \$7,500 - NCAA Championship Game.

Other Benefits and Incentives:

Coach may participate in camps and/or clinics.
Use of one (1) automobile.

ASSISTANT COACH



Jon Harper

6/4/18

Date

BOARD OF GOVERNORS
MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

Date



Exhibit B

Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

This Employment Agreement (“Agreement”) is by and between the Board of Governors of Missouri State University (“University”) and the employee identified below (“Coach”).

By executing this Agreement, the University agrees to employ Coach, and Coach agrees to be employed by University, for the position, sport, and term identified below. In exchange for Coach’s services, the University will provide Coach with the compensation, achievement payments (if the contingencies are satisfied), and other benefits and incentives identified below.

The parties further agree to be bound by, and that the terms set forth herein are subject to, the Athletics Employment Agreement Terms and Conditions – Assistant Coach*, which is incorporated herein by this reference.

Name of Coach: Charles Michael Seabolt

Position: Associate Head Coach/Sport Director for Men’s Soccer

Sport: Men’s Soccer

Term: July 1, 2018-June 30, 2019

Compensation: \$29,948 annually

Achievement Payments:

\$350 Missouri Valley Conference (MVC) Regular Season Championship; or Regular Season Co-Championship; or \$700 MVC Championship; and \$700 for each game won in the NCAA Tournament

Other Benefits and Incentives:

Coach may participate in camps and/or clinics

COACH

Charles Michael Seabolt
Charles Michael Seabolt

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

5/10/18
Date

Date

*Athletics Employment Agreement Terms and Conditions – Assistant Coach dated February 28, 2013



Missouri State
UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

This Employment Agreement (“Agreement”) is by and between the Board of Governors of Missouri State University (“University”) and the employee identified below (“Coach”).

By executing this Agreement, the University agrees to employ Coach, and Coach agrees to be employed by University, for the position, sport, and term identified below. In exchange for Coach’s services, the University will provide Coach with the compensation, achievement payments (if the contingencies are satisfied), and other benefits and incentives identified below.

The parties further agree to be bound by, and that the terms set forth herein are subject to, the Athletics Employment Agreement Terms and Conditions – Assistant Coach*, which is incorporated herein by this reference.

Name of Coach: Kirk Nelson

Position: Associate Head Coach

Sport: Women’s Soccer

Term: July 1, 2018-June 30, 2019

Compensation: \$30,487 annually

Achievement Payments:

\$350 Missouri Valley Conference (MVC) Regular Season Championship; or Regular Season Co-Championship; or \$700 MVC Championship; and \$700 for each game won in the NCAA Tournament

Other Benefits and Incentives:

Coach may participate in camps and/or clinics


COACH

MISSOURI STATE UNIVERSITY



Kirk Nelson

Clifton M. Smart III
President



Date

Date

*Athletics Employment Agreement Terms and Conditions – Assistant Coach dated February 28, 2013



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

This Employment Agreement (“Agreement”) is by and between the Board of Governors of Missouri State University (“University”) and the employee identified below (“Coach”).

By executing this Agreement, the University agrees to employ Coach, and Coach agrees to be employed by University, for the position, sport, and term identified below. In exchange for Coach’s services, the University will provide Coach with the compensation, achievement payments (if the contingencies are satisfied), and other benefits and incentives identified below.

The parties further agree to be bound by, and that the terms set forth herein are subject to, the Athletics Employment Agreement Terms and Conditions – Assistant Coach*, which is incorporated herein by this reference.

Name of Coach: Jordan Fife

Position: Head Coach (Cross Country) / Assistant Coach (Track and Field) – *The Athletics Employment Agreement Terms and Conditions – Head Coach dated March 18, 2013 will apply to this Agreement with regard to Coach’s employment as a Head Coach. The Athletics Employment Agreement Terms and Conditions – Assistant Coach dated February 28, 2013 will apply to this Agreement with regard to Coach’s employment as an Assistant Coach.*

Sport: Women’s Cross Country / Women’s Track and Field

Term: July 1, 2018-June 30, 2019

Compensation: \$41,534

Achievement Payments:

\$1,400 for regular season team conference championship or co-championship in women’s cross country; and
\$700 for each regular season team conference championship or co-championship in women’s indoor or outdoor track and field; and
\$700 for the team competing in the NCAA women’s cross country championships; and
\$250 for each individual that qualifies and competes in the NCAA women’s cross country championships; and
\$200 for each individual that qualifies and competes in a one person running event of 800 or more meters in the NCAA women’s indoor or outdoor track and field championships; and
\$200 for each group of individuals that qualifies and competes in the two mile relay in the NCAA women’s indoor or outdoor track and field championships.


Use of one (1) automobile

Camps and Clinics:

Coach may participate in camps and/or clinics

COACH

MISSOURI STATE UNIVERSITY



Jordan Fife

Clifton M. Smart III
President

5/15/18

Date

Date

*Athletics Employment Agreement Terms and Conditions – Assistant Coach dated February 28, 2013



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

This Employment Agreement (“Agreement”) is by and between the Board of Governors of Missouri State University (“University”) and the employee identified below (“Coach”).

By executing this Agreement, the University agrees to employ Coach, and Coach agrees to be employed by University, for the position, sport, and term identified below. In exchange for Coach’s services, the University will provide Coach with the compensation, achievement payments (if the contingencies are satisfied), and other benefits and incentives identified below.

The parties further agree to be bound by, and that the terms set forth herein are subject to, the Athletics Employment Agreement Terms and Conditions – Assistant Coach*, which is incorporated herein by this reference.

Name of Coach: James Huelskamp

Position: Assistant Coach

Sport: Men’s and Women’s Swimming and Diving

Term: July 1, 2018-June 30, 2019

Compensation: \$14.13/hour (part time)

Achievement Payments:

\$700 Missouri Valley Conference (MVC) Championship or Mid-American Conference (MAC) or MVC or MAC Co-Championship; and

\$200 per individual that qualifies and competes in NCAA Diving Championship; and

Other Benefits and Incentives:

Coach may participate in camps and/or clinics

COACH


James Huelskamp

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

Date

5-9-18

Date

*Athletics Employment Agreement Terms and Conditions – Assistant Coach dated February 28, 2013

ATHLETICS EMPLOYMENT AGREEMENT TERMS AND CONDITIONS – ASSISTANT COACH

1. Term and Termination. This Agreement will automatically terminate at the end of the term identified in this Agreement ("Term"). If the parties do not execute a new agreement but Coach remains employed by the University at the end of the Term, all terms and conditions of this Agreement will continue to govern the parties' relationship.

The University may terminate this Agreement, with or without advance notice, in its sole discretion, without owing any continuing obligation to pay Coach's salary or perform any other obligations under this Agreement, if:

- a. The University's employment of the current head coach of the sport identified in this Agreement ("Sport") ends for any reason; or
- b. Coach fails to perform as agreed, Coach otherwise breaches this Agreement, or termination is otherwise appropriate pursuant to the terms of the Employee Handbook; or
- c. Appropriations or unencumbered funds adequate to pay the obligations herein created become unavailable for any reason.

Additionally, Coach's employment with the University shall be "at will" such that either party may terminate this Agreement, with or without cause, in its sole discretion, at any time.

2. Duties. Coach's duties are set forth in the job description (as maintained by the University's Office of Human Resources) associated with the position identified in this Agreement. Such job description is incorporated herein by this reference. Coach will be treated as an exempt employee for purposes of applicable wage and hour laws because Coach's duties primarily involve teaching proper skills development to student-athletes and instructing student-athletes on physical health, team concepts, and safety, and because Coach will have a great deal of independent discretion and judgment as to the manner and method of such teaching and instruction. Coach shall faithfully serve the University; perform the aforementioned duties; at all times devote his or her whole time, attention, and energies to his or her duties to the University; and do and perform all services, act, and things the Director of Athletics, the Associate Director of Athletics, and the head coach for the Sport direct.

3. Camps and Clinics. *This section applies only if this Agreement states that Coach may participate in camps and/or clinics as an additional benefit and incentive.* If this Agreement so states, Coach may participate in camps and clinics associated with the Sport for Coach's own benefit, provided that such camps and clinics are owned and operated by other University employees. Coach understands and agrees that, though such camps and clinics may occur on University property, the University does not operate such camps and clinics, the University is not responsible for any liabilities or other matters associated with such camps and clinics, and the University will not compensate Coach for participating in such camps and clinics (compensation is the responsibility of the owner/operator of the camp or clinic). Coach's duties for the University do not include service or participation in camps or clinics, but the University hereby authorizes Coach to participate in camps or clinics for Coach's own benefit as an additional benefit and incentive. Unless this Agreement expressly states to the contrary, Coach is not authorized to use the University's name, logo, likeness, or property to operate or conduct his or her own camp or clinic.

4. Use of Automobile. *This section applies only if this Agreement states that Coach will have use of an automobile as an additional benefit and incentive.* If this Agreement so states, Coach shall be furnished with an automobile, pursuant to a lease agreement with the University, for Coach's business and personal use as long as the University and/or Foundation receives sufficient automobiles (via trade-out with automobile dealers in relation to memberships in The Bears Fund) to fulfill all of the University's commitments to provide automobiles to employees. If insufficient automobiles are available, the University has sole discretion to determine which employees will receive automobiles. The terms of the lease agreement shall control the use, maintenance, and insurance requirements applicable to such automobile; and Coach will be responsible for ensuring compliance with all such requirements. Without limitation to the foregoing, Coach understands and agrees that Coach (and not the University) is individually responsible for maintaining insurance for the automobile.

5. Employee Handbook and University Policies. Coach's employment shall be subject to and governed by the Employee Handbook for Administrative, Professional, and Support Staff Employees ("Employee Handbook") and all other applicable University policies, practices, and protocols. Coach understands and agrees that policies, practices, protocols, and Employee Handbook provisions may be adopted, revoked, and changed at any time with or without notice. Coach's employment is not subject to the Faculty Handbook, and Coach is not entitled to tenure or any other rights, privileges, or protections afforded to faculty.

6. Professional and Moral Conduct Requirement. It is understood Coach is being employed by the University, by a member institution of the National Collegiate Athletic Association, for the purpose of administering, conducting and coaching intercollegiate athletics. Coach agrees he or she will diligently conduct himself or herself in such a manner that NCAA regulations and codes of conduct now existing or hereinafter enacted, will be fully complied with, in all particulars, including, but not limited to, the following:

a. Participating student-athletes shall deport themselves with honesty and sportsmanship at all times so that intercollegiate athletics as a whole, the institution, and they as individuals, shall represent the honor and dignity of fair play and the generally-recognized high standards associated with wholesome, competitive sports.

b. Staff members of the University's Athletics Department shall not accept compensation or gratuities of any kind whatsoever, either directly or indirectly, for representing a professional sports organization in the scouting or contacting of athletics talent or the negotiating of a contract. In this regard, any compensational arrangement between a professional sports organization and the University's staff member (e.g., for scouting other professional teams or assisting the professional employer in coaching his or her team) shall be considered *prima facie* evidence of an indirect arrangement to assure the staff member's assistance in evaluating or procuring college talent.

c. Staff members of the University, or others serving on NCAA committees or acting as consultants, shall not, directly or by implication, use the NCAA's name or their affiliation with the NCAA in the endorsement of products or services.

d. Staff members of the University's Athletics Department shall not knowingly participate, directly or indirectly, in the management, coaching, officiating, supervision, promotion or player selection or any all-star contest involving student-athletes which is not certified by the NCAA's Extra Events committee.

e. Staff members of the University's Athletics Department shall not represent, directly or indirectly, a student-athlete in the marketing of athletics ability or reputation to a professional sports team or professional sports organization, and shall not receive compensation or gratuities of any kind, directly or indirectly, for such services.

f. Coach is required to provide a written detailed account annually to the University President for all athletically related income and benefits from sources outside the institution. In addition, the approval of all athletically related income and benefits shall be consistent with the institution's policy related to outside income and benefits applicable to all full-time or part-time employees. Sources of such income shall include, but are not limited to, the following:

- Income from annuities;
- Sports camps;
- Housing benefits (including preferential housing arrangements);
- Country club memberships;
- Complimentary ticket sales;
- Television and radio programs; and
- Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

g. Coach further agrees that he or she may be suspended for a period of time, without pay, or that his or her employment may be terminated, notwithstanding any other provisions of this agreement, if he or she is found to be involved in deliberate and serious violations of any NCAA regulations.

7. Miscellaneous. The laws of the State of Missouri shall govern this Agreement. The parties agree that any lawsuit arising from any dispute or alleged breach of this Agreement shall be brought in the Circuit Court of Greene County, Missouri. This Agreement contains all terms and conditions agreed upon by the parties, and all prior agreements between the parties are void. This Agreement may be modified only by a written instrument executed by the parties hereto.

III.A.3.

RECOMMENDED ACTION – Approval of FY 2018-2019 Employment Agreements for Athletics Head Coaches.

The following resolution was moved by _____
and seconded by _____

WHEREAS, the University desires to continue its employment of the individuals referenced in the attached Exhibit A, subject to the terms and conditions set forth in the attached Exhibit B.

NOW, THEREFORE, BE IT RESOLVED that the Board of Governors of Missouri State University approves and authorizes the President to execute the attached FY2018-2019 Employment Agreements for Athletic Head Coaches.

VOTE: **AYE** _____
 NAY _____

Comments:

Ms. Holly Hesse salary has increased from \$72,910.00 to \$82,910.00 from funds from a one-time NCAA distribution.

The salaries for Neal Stafford, Kevin Kane, Jonathan Leamy, David Collins, Rob Brewer, Mallory Weber and Terri Del Conte remain unchanged from 2017-2018.

The contracts of the Head Coaches now includes a clause for overseeing and managing the annual budget for their program. The language reads, “Head Coach is responsible for overseeing and managing the annual budget allocated for the program to ensure both fiscal responsibility and that program expenditures do not exceed the allocated program budget. In the event that program expenditures exceed the program budget in a given fiscal year, neither Head Coach nor any Assistant Coaches will be eligible to receive achievement payments for the applicable athletic season and subject to review and possible withholding of across-the-board salary increases for the subsequent fiscal year. Moreover, Head Coach may be subject to disciplinary action up to and including termination in the event that program expenditures exceed the allocated program budget.”



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – HEAD COACH

This Employment Agreement (“Agreement”) is by and between the Board of Governors of Missouri State University (“University”) and the employee identified below (“Coach”).

Head Coach is responsible for overseeing and managing the annual budget allocated for the program to ensure both fiscal responsibility and that program expenditures do not exceed the allocated program budget. In the event that program expenditures exceed the program budget in a given fiscal year, neither Head Coach nor any Assistant Coaches will be eligible to receive achievement payments for the applicable athletic season and subject to review and possible withholding of across-the-board salary increases for the subsequent fiscal year. Moreover, Head Coach may be subject to disciplinary action up to and including termination in the event that program expenditures exceed the allocated program budget.

By executing this Agreement, the University agrees to employ Coach, and Coach agrees to be employed by University, for the position, sport, and term identified below. In exchange for Coach’s services, the University will provide Coach with the compensation, achievement payments (if the contingencies are satisfied), and other benefits and incentives identified below.

The parties further agree to be bound by, and that the terms set forth herein are subject to, the Athletics Employment Agreement Terms and Conditions – Head Coach*, which is incorporated herein by this reference.

Name of Coach: Holly Hesse

Position: Head Coach

Sport: Softball

Term: July 1, 2018 – June 30, 2019

Compensation: \$82,910 annually

Achievement Payments:

\$500 should the softball teams NCAA calculated academic program rate (APR) meet or exceed the NCAA APR score of 985.
\$2,500 for Missouri Valley Conference (MVC) Regular Season Championship; or
\$1,400 for Missouri Valley Conference (MVC) Regular Season Co-Championship; or
\$700 for each game in the NCAA Regional Tournament or \$5,000 for winning NCAA Regional
\$700 for each game in the NCAA Super Regional Tournament or \$10,000 for winning NCAA Super Regional
\$700 for each game played in the College World Series or \$50,000 if team wins College World Series

Other Benefits and Incentives:

Coach may participate in camps and/or clinics
Use of one (1) automobile

COACH

MISSOURI STATE UNIVERSITY



Holly Hesse

Clifton M. Smart III
President



Date

Date

*Athletics Employment Agreement Terms and Conditions – Head Coach dated March 18, 2013



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – HEAD COACH

This Employment Agreement (“Agreement”) is by and between the Board of Governors of Missouri State University (“University”) and the employee identified below (“Coach”).

Head Coach is responsible for overseeing and managing the annual budget allocated for the program to ensure both fiscal responsibility and that program expenditures do not exceed the allocated program budget. In the event that program expenditures exceed the program budget in a given fiscal year, neither Head Coach nor any Assistant Coaches will be eligible to receive achievement payments for the applicable athletic season and subject to review and possible withholding of across-the-board salary increases for the subsequent fiscal year. Moreover, Head Coach may be subject to disciplinary action up to and including termination in the event that program expenditures exceed the allocated program budget.

By executing this Agreement, the University agrees to employ Coach, and Coach agrees to be employed by University, for the position, sport, and term identified below. In exchange for Coach’s services, the University will provide Coach with the compensation, achievement payments (if the contingencies are satisfied), and other benefits and incentives identified below.

The parties further agree to be bound by, and that the terms set forth herein are subject to, the Athletics Employment Agreement Terms and Conditions – Head Coach*, which is incorporated herein by this reference.

Name of Coach: Neal Stafford

Position: Head Coach

Sport: Men’s Golf

Term: July 1, 2018 – June 30, 2019

Compensation: \$32,235

Achievement Payments:

\$500 should teams NCAA calculated academic program rate (APR) meet or exceed the NCAA APR score of 985.

\$1,400 for Missouri Valley Conference (MVC) Championship or Co-Championship; and

\$700 if team competes in NCAA Tournament; and

\$400 per individual that qualifies for NCAA Tournament

Other Benefits and Incentives:

Coach may participate in camps and/or Clinics

COACH

MISSOURI STATE UNIVERSITY


Neal Stafford

Clifton M. Smart III
President

5-10-18
Date

Date

*Athletics Employment Agreement Terms and Conditions – Head Coach dated March 18, 2013



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – HEAD COACH

This Employment Agreement (“Agreement”) is by and between the Board of Governors of Missouri State University (“University”) and the employee identified below (“Coach”).

Head Coach is responsible for overseeing and managing the annual budget allocated for the program to ensure both fiscal responsibility and that program expenditures do not exceed the allocated program budget. In the event that program expenditures exceed the program budget in a given fiscal year, neither Head Coach nor any Assistant Coaches will be eligible to receive achievement payments for the applicable athletic season and subject to review and possible withholding of across-the-board salary increases for the subsequent fiscal year. Moreover, Head Coach may be subject to disciplinary action up to and including termination in the event that program expenditures exceed the allocated program budget.

By executing this Agreement, the University agrees to employ Coach, and Coach agrees to be employed by University, for the position, sport, and term identified below. In exchange for Coach’s services, the University will provide Coach with the compensation, achievement payments (if the contingencies are satisfied), and other benefits and incentives identified below.

The parties further agree to be bound by, and that the terms set forth herein are subject to, the Athletics Employment Agreement Terms and Conditions – Head Coach*, which is incorporated herein by this reference.

Name of Coach: Kevin Kane

Position: Head Coach

Sport: Women’s Golf

Term: July 1, 2018 – June 30, 2019

Compensation: \$40,148

Achievement Payments:

\$500 should the teams NCAA calculated academic program rate (APR) meet or exceed the NCAA APR score of 985.

\$1,400 for Missouri Valley Conference (MVC) Championship; and

\$700 if team competes in NCAA Tournament; and

\$400 per individual that qualifies for NCAA Tournament

Other Benefits and Incentives:

Coach may participate in camps and/or Clinics

Use of one (1) automobile

COACH

Kevin Kane

MISSOURI STATE UNIVERSITY

Clifton M. Smart III

President

Date

5/15/18

Date

*Athletics Employment Agreement Terms and Conditions – Head Coach dated March 18, 2013



Missouri State

U N I V E R S I T Y

ATHLETICS EMPLOYMENT AGREEMENT – HEAD COACH

This Employment Agreement (“Agreement”) is by and between the Board of Governors of Missouri State University (“University”) and the employee identified below (“Coach”).

Head Coach is responsible for overseeing and managing the annual budget allocated for the program to ensure both fiscal responsibility and that program expenditures do not exceed the allocated program budget. In the event that program expenditures exceed the program budget in a given fiscal year, neither Head Coach nor any Assistant Coaches will be eligible to receive achievement payments for the applicable athletic season and subject to review and possible withholding of across-the-board salary increases for the subsequent fiscal year. Moreover, Head Coach may be subject to disciplinary action up to and including termination in the event that program expenditures exceed the allocated program budget.

By executing this Agreement, the University agrees to employ Coach, and Coach agrees to be employed by University, for the position, sport, and term identified below. In exchange for Coach’s services, the University will provide Coach with the compensation, achievement payments (if the contingencies are satisfied), and other benefits and incentives identified below.

The parties further agree to be bound by, and that the terms set forth herein are subject to, the Athletics Employment Agreement Terms and Conditions – Head Coach*, which is incorporated herein by this reference.

Name of Coach: Jonathan Leamy

Position: Head Coach

Sport: Men’s Soccer

Term: July 1, 2018 – June 30, 2019

Compensation: \$61,252

Achievement Payments:

\$500 should the teams NCAA calculated academic program rate (APR) meet or exceed the NCAA APR score of 985.

**\$1,400 Missouri Valley Conference (MVC) Regular Season Championship or Regular Season Co-Championship; and
\$700 for MVC Championship; and
\$700 for each game won in the NCAA Tournament**

Other Benefits and Incentives:

Coach may participate in camps and/or Clinics
Use of one (1) automobile

COACH

Jonathan Leamy

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

Date

Date

*Athletics Employment Agreement Terms and Conditions – Head Coach dated March 18, 2013



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – HEAD COACH

This Employment Agreement (“Agreement”) is by and between the Board of Governors of Missouri State University (“University”) and the employee identified below (“Coach”).

Head Coach is responsible for overseeing and managing the annual budget allocated for the program to ensure both fiscal responsibility and that program expenditures do not exceed the allocated program budget. In the event that program expenditures exceed the program budget in a given fiscal year, neither Head Coach nor any Assistant Coaches will be eligible to receive achievement payments for the applicable athletic season and subject to review and possible withholding of across-the-board salary increases for the subsequent fiscal year. Moreover, Head Coach may be subject to disciplinary action up to and including termination in the event that program expenditures exceed the allocated program budget.

By executing this Agreement, the University agrees to employ Coach, and Coach agrees to be employed by University, for the position, sport, and term identified below. In exchange for Coach’s services, the University will provide Coach with the compensation, achievement payments (if the contingencies are satisfied), and other benefits and incentives identified below.

The parties further agree to be bound by, and that the terms set forth herein are subject to, the Athletics Employment Agreement Terms and Conditions – Head Coach*, which is incorporated herein by this reference.

Name of Coach: David Collins

Position: Head Coach

Sport: Men’s and Women’s Swimming and Diving

Term: July 1, 2018 – June 30, 2019

Compensation: \$62,384

Achievement Payments:

\$500 should the men’s and women’s swimming teams NCAA calculated academic program rate (APR) meet or exceed the NCAA APR score of 985.

\$1,500 for Missouri Valley Conference (MVC) and Mid-American Conference (MAC) Championship; or

\$1,500 for Missouri Valley Conference (MVC) and Mid-American Conference (MAC) Co-Championship; and

\$400 per individual who qualifies and competes in NCAA Championship; and

\$400 for each group that qualifies and competes (relay team) in the NCAA Championship

\$2,500 should the w. swimming team meet or exceed the required participation number required

Other Benefits and Incentives:

Coach may participate in camps and/or clinics

Use of one (1) automobile

COACH

David Collins

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

Date

May 9, 2018

Date

*Athletics Employment Agreement Terms and Conditions – Head Coach dated March 18, 2013



Missouri State
UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – HEAD COACH

This Employment Agreement (“Agreement”) is by and between the Board of Governors of Missouri State University (“University”) and the employee identified below (“Coach”).

Head Coach is responsible for overseeing and managing the annual budget allocated for the program to ensure both fiscal responsibility and that program expenditures do not exceed the allocated program budget. In the event that program expenditures exceed the program budget in a given fiscal year, neither Head Coach nor any Assistant Coaches will be eligible to receive achievement payments for the applicable athletic season and subject to review and possible withholding of across-the-board salary increases for the subsequent fiscal year. Moreover, Head Coach may be subject to disciplinary action up to and including termination in the event that program expenditures exceed the allocated program budget.

By executing this Agreement, the University agrees to employ Coach, and Coach agrees to be employed by University, for the position, sport, and term identified below. In exchange for Coach’s services, the University will provide Coach with the compensation, achievement payments (if the contingencies are satisfied), and other benefits and incentives identified below.

The parties further agree to be bound by, and that the terms set forth herein are subject to, the Athletics Employment Agreement Terms and Conditions – Head Coach*, which is incorporated herein by this reference.

Name of Coach: Rob Brewer

Position: Head Coach

Sport: Women’s Soccer

Term: July 1, 2018 – June 30, 2019

Compensation: \$52,314

Achievement Payments:

\$500 should the teams NCAA calculated academic program rate (APR) meet or exceed the NCAA APR score of 985.

\$1,400 for Missouri Valley Conference (MVC) Regular Season Championship or MVC Regular Season Co-Championship; or \$700 for MVC Championship; and

\$700 for each game won in the NCAA Tournament

Other Benefits and Incentives:

Coach may participate in camps and/or Clinics

Use of one (1) automobile

COACH

Rob Brewer

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

Date

5/11/18

Date

*Athletics Employment Agreement Terms and Conditions – Head Coach dated March 18, 2013



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – HEAD COACH

This Employment Agreement (“Agreement”) is by and between the Board of Governors of Missouri State University (“University”) and the employee identified below (“Coach”).

Head Coach is responsible for overseeing and managing the annual budget allocated for the program to ensure both fiscal responsibility and that program expenditures do not exceed the allocated program budget. In the event that program expenditures exceed the program budget in a given fiscal year, neither Head Coach nor any Assistant Coaches will be eligible to receive achievement payments for the applicable athletic season and subject to review and possible withholding of across-the-board salary increases for the subsequent fiscal year. Moreover, Head Coach may be subject to disciplinary action up to and including termination in the event that program expenditures exceed the allocated program budget.

By executing this Agreement, the University agrees to employ Coach, and Coach agrees to be employed by University, for the position, sport, and term identified below. In exchange for Coach’s services, the University will provide Coach with the compensation, achievement payments (if the contingencies are satisfied), and other benefits and incentives identified below.

The parties further agree to be bound by, and that the terms set forth herein are subject to, the Athletics Employment Agreement Terms and Conditions – Head Coach*, which is incorporated herein by this reference.

Name of Coach: Mallory Weber

Position: Head Coach

Sport: Women’s Tennis

Term: July 1, 2018-June 30, 2019

Compensation: \$36,887 annually

Achievement Payments:

\$500 should the teams NCAA calculated academic program rate (APR) meet or exceed the NCAA APR score of 985.

\$1,400 for Missouri Valley Conference Individual or Team Championship;

\$700 for Missouri Valley Conference Individual or Team Co-Championship

\$700 for an Individual, Doubles, or Team that competes in the NCAA Tournament;

Other Benefits and Incentives:

Coach may participate in camps and/or Clinics

COACH

Mallory Weber

5/9/18

Date

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

Date

*Athletics Employment Agreement Terms and Conditions – Head Coach dated March 18, 2013



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – HEAD COACH

This Employment Agreement (“Agreement”) is by and between the Board of Governors of Missouri State University (“University”) and the employee identified below (“Coach”).

Head Coach is responsible for overseeing and managing the annual budget allocated for the program to ensure both fiscal responsibility and that program expenditures do not exceed the allocated program budget. In the event that program expenditures exceed the program budget in a given fiscal year, neither Head Coach nor any Assistant Coaches will be eligible to receive achievement payments for the applicable athletic season and subject to review and possible withholding of across-the-board salary increases for the subsequent fiscal year. Moreover, Head Coach may be subject to disciplinary action up to and including termination in the event that program expenditures exceed the allocated program budget.

By executing this Agreement, the University agrees to employ Coach, and Coach agrees to be employed by University, for the position, sport, and term identified below. In exchange for Coach’s services, the University will provide Coach with the compensation, achievement payments (if the contingencies are satisfied), and other benefits and incentives identified below.

The parties further agree to be bound by, and that the terms set forth herein are subject to, the Athletics Employment Agreement Terms and Conditions – Head Coach*, which is incorporated herein by this reference.

Name of Coach: Terri Del Conte

Position: Head Coach

Sport: Women’s Beach Volleyball

Term: July 1, 2018 – June 30, 2019

Compensation: \$25,500

**Achievement Payments:
\$1,400 for making the NCAA Tournament; and
\$700 for each game played in the NCAA Tournament**

**Other Benefits and Incentives:
Coach may participate in camps and/or Clinics**

COACH

Terri DelConte

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

5/9/18

Date

Date

*Athletics Employment Agreement Terms and Conditions – Head Coach dated March 18, 2013

ATHLETICS EMPLOYMENT AGREEMENT TERMS AND CONDITIONS – HEAD COACH

1. Term and Termination. This Agreement will automatically terminate at the end of the term identified in this Agreement (“Term”). If the parties do not execute a new agreement but Coach remains employed by the University at the end of the Term, all terms and conditions of this Agreement will continue to govern the parties’ relationship.

The University may terminate this Agreement, with or without advance notice, in its sole discretion, without owing any continuing obligation to pay Coach’s salary or perform any other obligations under this Agreement, if:

- a. Coach fails to perform as agreed, Coach otherwise breaches this Agreement, or termination is otherwise appropriate pursuant to the terms of the Employee Handbook; or
- b. Appropriations or unencumbered funds adequate to pay the obligations herein created become unavailable for any reason.

Additionally, Coach’s employment with the University shall be “at will” such that either party may terminate this Agreement, with or without cause, in its sole discretion, at any time.

2. Duties. Coach’s duties are set forth in the job description (as maintained by the University’s Office of Human Resources) associated with the position identified in this Agreement. Such job description is incorporated herein by this reference. Coach will be treated as an exempt employee for purposes of applicable wage and hour laws because Coach’s duties primarily involve teaching proper skills development to student-athletes and instructing student-athletes on physical health, team concepts, and safety, and because Coach will have a great deal of independent discretion and judgment as to the manner and method of such teaching and instruction. Coach shall faithfully serve the University; perform the aforementioned duties; at all times devote his or her whole time, attention, and energies to his or her duties to the University; and do and perform all services, act, and things the Director of Athletics and the Associate Director of Athletics direct.

3. Camps and Clinics. *This section applies only if this Agreement states that Coach may operate camps and/or clinics as an additional benefit and incentive.* If this Agreement so states, Coach may operate camps and clinics associated with the sport identified in this Agreement (“Sport”) for Coach’s own benefit. Coach understands and agrees that, though such camps and clinics may occur on University property, the University does not own, operate, or conduct such camps and clinics, the University is not responsible for any liabilities or other matters associated with such camps and clinics, and the University will not compensate Coach for operating such camps and clinics. The fee for each camp enrollee shall be established by Coach, and the income derived from such camp shall belong solely to Coach. Coach’s duties for the University do not include operating camps or clinics, but the University authorizes Coach to operate camps or clinics as outlined herein for Coach’s own benefit as an additional benefit and incentive. Coach may use the University’s names, logos and depictions in brochures and similar camp documentation. As it is the responsibility of the University to ensure compliance with NCAA rules, Coach will provide all camp records (e.g., rosters, applications, admissions information, bank statements, expense and payroll records, etc.) to the University upon request. If Coach operates a camp or clinic:

- a. Coach agrees to pay the University the amount (per enrollee or otherwise) set forth in this Agreement (if any such amount is set forth in this Agreement). Coach does not guarantee any number of enrollees.
- b. Coach agrees to secure commercial general liability insurance to cover its operation. Such insurance shall be in minimum liability limits of Three Hundred Thousand Dollars (\$300,000) per person, and Two Million Dollars (\$2,000,000) in the aggregate, with the Board of Governors of Missouri State University named as an additional insured. No such insurance shall be construed to constitute a waiver of any sovereign, governmental or official immunity.
- c. The University will provide facilities for such camp or clinic at no additional charge; however, University facilities provided for such camp or clinic shall be limited to those ordinarily used for the Sport, subject to such further limitations (if any) set forth in this Agreement.
- d. If this Agreement sets forth rates for residence hall housing for camp enrollees, the University will provide residence hall housing for camp enrollees at such rates.
- e. Coach will not alter the University’s facilities, will be responsible for all damages to the University’s facilities, and will comply with the University’s policies and reasonable instructions with regard to camp or clinic activities occurring on or in the University’s facilities.

4. Use of Automobile. *This section applies only if this Agreement states that Coach will have use of an automobile as an additional benefit and incentive.* If this Agreement so states, Coach shall be furnished with an automobile, pursuant to a lease agreement with the University, for Coach’s business and personal use as long as the University and/or Foundation receives sufficient automobiles (via trade-out with automobile dealers in relation to memberships in The Bears Fund) to fulfill all of the University’s commitments to provide automobiles to employees. If insufficient automobiles are available, the University has sole discretion to determine which employees will receive automobiles. The terms of the lease agreement shall control the use, maintenance, and insurance requirements applicable to such automobile; and Coach

will be responsible for ensuring compliance with all such requirements. Without limitation to the foregoing, Coach understands and agrees that Coach (and not the University) is individually responsible for maintaining insurance for the automobile.

5. Employee Handbook and University Policies. Coach’s employment shall be subject to and governed by the Employee Handbook for Administrative, Professional, and Support Staff Employees (“Employee Handbook”) and all other applicable University policies, practices, and protocols. Coach understands and agrees that policies, practices, protocols, and Employee Handbook provisions may be adopted, revoked, and changed at any time with or without notice. Coach’s employment is not subject to the Faculty Handbook, and Coach is not entitled to tenure or any other rights, privileges, or protections afforded to faculty.

6. Professional and Moral Conduct Requirement. It is understood Coach is being employed by the University, by a member institution of the National Collegiate Athletic Association, for the purpose of administering, conducting and coaching intercollegiate athletics. Coach agrees he or she will diligently conduct himself or herself in such a manner that NCAA regulations and codes of conduct now existing or hereinafter enacted, will be fully complied with, in all particulars, including, but not limited to, the following:

- a. Participating student-athletes shall deport themselves with honesty and sportsmanship at all times so that intercollegiate athletics as a whole, the institution, and they as individuals, shall represent the honor and dignity of fair play and the generally-recognized high standards associated with wholesome, competitive sports.
- b. Staff members of the University’s Athletics Department shall not accept compensation or gratuities of any kind whatsoever, either directly or indirectly, for representing a professional sports organization in the scouting or contacting of athletics talent or the negotiating of a contract. In this regard, any compensational arrangement between a professional sports organization and the University’s staff member (e.g., for scouting other professional teams or assisting the professional employer in coaching his or her team) shall be considered *prima facie* evidence of an indirect arrangement to assure the staff member’s assistance in evaluating or procuring college talent.
- c. Staff members of the University, or others serving on NCAA committees or acting as consultants, shall not, directly or by implication, use the NCAA’s name or their affiliation with the NCAA in the endorsement of products or services.
- d. Staff members of the University’s Athletics Department shall not knowingly participate, directly or indirectly, in the management, coaching, officiating, supervision, promotion or player selection or any all-star contest involving student-athletes which is not certified by the NCAA’s Extra Events committee.
- e. Staff members of the University’s Athletics Department shall not represent, directly or indirectly, a student-athlete in the marketing of athletics ability or reputation to a professional sports team or professional sports organization, and shall not receive compensation or gratuities of any kind, directly or indirectly, for such services.
- f. Coach is required to provide a written detailed account annually to the University President for all athletically related income and benefits from sources outside the institution. In addition, the approval of all athletically related income and benefits shall be consistent with the institution’s policy related to outside income and benefits applicable to all full-time or part-time employees. Sources of such income shall include, but are not limited to, the following:
 - Income from annuities;
 - Sports camps;
 - Housing benefits (including preferential housing arrangements);
 - Country club memberships;
 - Complimentary ticket sales;
 - Television and radio programs; and
 - Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.
- g. Coach further agrees that he or she may be suspended for a period of time, without pay, or that his or her employment may be terminated, notwithstanding any other provisions of this agreement, if he or she is found to be involved in deliberate and serious violations of any NCAA regulations.

7. Miscellaneous. The laws of the State of Missouri shall govern this Agreement. The parties agree that any lawsuit arising from any dispute or alleged breach of this Agreement shall be brought in the Circuit Court of Greene County, Missouri. This Agreement contains all terms and conditions agreed upon by the parties, and all prior agreements between the parties are void. This Agreement may be modified only by a written instrument executed by the parties hereto.

III.A.4.

RECOMMENDED ACTION –Approval of Extension to Employment Agreement for Head Baseball Coach Keith Guttin.

The following resolution was moved by _____ and seconded by _____.

WHEREAS, effective July 1, 2015, the University entered into an Employment Agreement (“Agreement”) with Keith Guttin (“Coach Guttin”) under which Coach Guttin is currently employed as the University’s Head Baseball Coach;

WHEREAS, pursuant to Section 1 of the Agreement, Coach Guttin was hired for an initial term commencing on July 1, 2015 and continuing through June 30, 2019 (“Term”); and

WHEREAS, on or about July 1, 2017, the Agreement was amended in order to extend the Term through June 30, 2020 (“First Amendment”); and

WHEREAS, the University desires to again amend the Agreement, in order to extend the Term of Coach Guttin’s employment by two (2) additional years (i.e., through June 30, 2022);

NOW, THEREFORE, BE IT RESOLVED that the Board of Governors of Missouri State University hereby approves the extension of Coach Guttin’s term of employment by two (2) years, as set forth in the attached Second Amendment to Employment Agreement.

VOTE: **AYE** _____

NAY _____

Comments:

- The initial term of Coach Guttin’s Employment Agreement was for four (4) years, running from July 1, 2015-June 30, 2019.
- The Employment Agreement was amended on or about July 1, 2017, in order to extend the term through June 30, 2020.
- Under the terms of the proposed Second Amendment to Employment Agreement, the term shall be extended by two (2) years (i.e., from July 1, 2015-June 30, 2022).
- All other terms and conditions of the Employment Agreement shall remain the same.

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This Second Amendment to Employment Agreement (“Second Amendment”) is entered by and between the Board of Governors of Missouri State University (“University”) and Keith Guttin (“Coach Guttin”) and is effective as of the 1st day of July, 2018 (“Effective Date”).

WHEREAS, the parties executed an Employment Agreement effective July 1, 2015 (“Agreement”), under which Coach Guttin is currently employed as the Head Coach of the University’s intercollegiate baseball team;

WHEREAS, pursuant to Section 1 of the Agreement, Coach Guttin was employed for a four (4) year term running from July 1, 2015 through June 30, 2019, and the parties desire to amend the Agreement in order to extend the Term for an additional two (2) years (i.e., through June 30, 2022); and

WHEREAS, the parties further desire to amend the Agreement as it pertains to Coach Guttin’s compensation duties, under the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the University and Coach Guttin agree to amend the Agreement as set forth herein:

1. Section 1, Term of Employment, is hereby stricken in its entirety and replaced with the following:


1. Term of Employment

The University does hereby employ Coach for a term from July 1, 2015 through June 30, 2022 (“Term”) as its Head Baseball Coach, subject to renewal, cancellation or termination, on the terms and conditions hereinafter provided. The parties agree to review the terms and conditions of the Agreement after the 2019-2020 intercollegiate baseball season.

2. Except as expressly provided herein, all original terms and conditions of the Agreement, as amended, shall continue and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the Effective Date indicated above.

COACH GUTTIN



Keith Guttin
Head Baseball Coach

**THE BOARD OF GOVERNORS OF
MISSOURI STATE UNIVERSITY**

Carrie Tergin, Chair

III.B.1.

RECOMMENDED ACTION - Approval of Actions Concerning Academic Employees.

The following resolution was moved by _____
and seconded by _____:

BE IT RESOLVED by the Board of Governors for the Missouri State University that the actions indicated for academic employees of the West Plains Campus, as itemized below, are hereby approved.

EMERITUS FACULTY APPOINTMENT:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Joyce DeWitt	Emeritus Faculty	11/1/2017
Joyce Jennings-Pineda	Emeritus Faculty	8/1/2018

(See Addendum A for Supplemental payments for the summer 2018 session)

(See Addendum B for Per Course payments for the summer 2018 session)

VOTE: **AYE** _____
 NAY _____

ADDENDUM A

Supplemental payments for the summer 2018 session:

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Leigh Adams	ENG	\$2,459
Cathy Boys	AGR/IDS/CIS/Div. Chair duties	\$9,052
Thora Broyles	MTH	\$1,092
Judy Carr	PSY/SOC/Div. Chair duties	\$7,011
Melinda Denton	MTH	\$1,639
Ana Estrella	BIO	\$ 273
James Hart	CIS	\$3,908
Carla Huddleston	NUR	\$7,377
Joyce Jennings-Pineda	BMS	\$ 996
Renee Keith	CFD	\$7,103
Jason McCollom	HST	\$6,180
Carla Neff	HIT	\$ 729
Michael Orf	HST/PLS	\$5,651
Alex Pinnon	PHI	\$1,093
Frank Priest	ENG	\$8,298
Joseph Rugutt	CHM	\$7,286
Brenda Smith	CFD	\$ 455
Deanna Smith	ECO	\$1,800
Rajiv Thakur	GRY	\$7,349
Jay Towell	MTH/Div. Chair duties	\$7,740
Abel Jerry Trick	MTH/IDS Coord duties	\$5,689
Laurie Wall	CFD	\$1,800
V. Jane Ward	EDU	\$2,920
Ben Wheeler	BIO	\$3,290
David White	BUS/IDS/MGT/Internships/ Dist. Learn. Coord	\$7,966
Linda Wulff-Risner	AGR/Internships	\$3,505

ADDENDUM B

Per Course payments for the summer 2018 session:

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Paula Blackburn	COM	\$1,800
Lillard Davis	HST	\$1,800
Barbara Dykes	CHM	\$2,010
Dennis Emslie-Drummond	VIN	\$1,800
Mark Fugitt	REL	\$1,800
Joseph Geller	VIN	\$1,800
Mycroft Holmes	MTH	\$1,000
Billie Hutchings	SOC	\$1,800
Janice Johnson	IDS	\$1,800
Robert Kitt	ART	\$1,800
Seongchun Kwon	MTH	\$2,100
RA Pendergrass	PLS	\$2,100
Shelia Priest	REL	\$1,800
Randy Story	COM	\$1,800
Patricia Thakur	PSY	\$1,800
Holly Tucker	CFD	\$3,804
Terri Whitsell	IDS	\$1,800
Julie Williams	EDU	\$2,100

III.B.2.

RECOMMENDED ACTION - Approval of Actions Concerning Non-Academic Employees.

The following resolution was moved by _____ and seconded by _____ :

BE IT RESOLVED by the Board of Governors for the Missouri State University that the actions indicated for non-academic employees of the West Plains Campus, as itemized below, are hereby approved.

APPOINTMENT:

<u>Name</u>	<u>Position-Department</u>	<u>Grade</u>	<u>Salary</u>	<u>Effective</u>
Ronald E. Kerns	Graphic Designer WP University Communications	42	\$36,670 Annually	05/21/2018
Gretchen A. Blasius	Accounting Technician WP Business Office	13	\$29,640 Annually	05/29/2018
Tara J. Hensley	Senior Academic Records Specialist WP Registration and Records	14	\$31,097 Annually	06/01/2018

VOTE: **AYE** _____

NAY _____

III.C.1.

RECOMMENDED ACTION – Proposed Revisions to the Faculty Handbook

The following resolution was moved by _____ and seconded by _____.

WHEREAS, the Provost, the Faculty Senate, the Faculty Handbook Revision Committee, and the General Counsel believe the Faculty Handbook should be revised; and

WHEREAS, the proposed revisions to the Faculty Handbook (as outlined in the following Executive Summary) will help clarify when faculty obligations commence prior to the beginning of classes each fall and spring semester;

NOW, THEREFORE, BE IT RESOLVED that the proposed changes to the Faculty Handbook be approved as submitted.

VOTE: **AYE** _____

NAY _____

EXECUTIVE SUMMARY:

The proposed changes to the Faculty Handbook are designed to clarify when faculty obligations commence prior to the beginning of classes each semester. Two specific areas of the Handbook are affected by these changes: 1) Section 3.2.2. Initial Appointment Contract Letters; and 2) Glossary.

Note: the format used to describe these proposed changes consist of the following: strikeouts indicate language being removed; text that is bold and underlined indicate a change and/or addition.

Section 3.2.2. Initial Appointment Contract Letters

It is the policy of Missouri State University that all faculty of the University shall be clearly informed as to the personnel policies of the institution. These personnel policies are contained in this Faculty Handbook, and additional supplemental information related to criteria and procedures used to evaluate faculty for performance, annual review of appropriate progress toward reappointment, ~~tenure~~, promotion, and tenure will be provided by the Colleges, departments and schools, and the Provost.

The precise terms of every appointment shall be stated in the initial appointment contract letter. The conditions of appointment may vary in individual situations, but they must conform to policies stated in this Handbook. The conditions of appointment for each faculty member including rank, salary, length of appointment, **start date (see the Glossary for the definition of start date)**, length of probationary period (including the last semester during which a tenure application can be made), credit for prior service or equivalent experience, terminal degree and tenure status, and position responsibilities and performance expectations shall be clearly stated in

writing. New faculty will also be provided a copy of the departmental tenure, promotion, and performance review guidelines in effect at the date of the hire. The criteria employed for tenure decisions will be those in the Faculty Handbook and in departmental guidelines at the time the initial appointment letter is given (see Section 4.8.7. Faculty and Department Head Procedural Agreement).

Glossary

Start date: ~~Date on which Faculty are expected to be on campus for the beginning of work.~~
Normally it is the Monday **available to attend meetings and other events scheduled the week**
prior to the beginning of classes each fall and spring semester.

III.C.2.

RECOMMENDED ACTION: Approval to Apply for a Grant in Support of the MSU Bear Power Program

The following resolution was moved by _____ and seconded by _____.

WHEREAS, the University intends to implement a Bear Power Program; and

WHEREAS, the University wishes to request funding support for the new program from the Stone County (Missouri) Developmental Disability Board; and

WHEREAS, the Board of Governors needs to approve the University's intent to apply for this grant prior to the actual submission of a proposal.

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors for Missouri State University that it approves the submission of a grant application to the Stone County Developmental Disability Board in support of the Bear Power Program.

VOTE: AYE _____

 NAY _____

EXECUTIVE SUMMARY:

The University will request \$10,000 from Stone County Developmental Disability Board. If the request is approved, the money will be used to help fund administration costs of the Bear Power Program, including the hiring of a graduate assistant.

We will supplement the grant funds with \$52,000 derived from the crowd funding campaign and \$77,000 received from Greene, Taney, Christian and Webster counties.

III.D.1.

RECOMMENDED ACTION – Adjust Distribution of Revenues Generated by the Foreign Language Institute

WHEREAS, at its October 26, 2012 meeting, the Missouri State University Board of Governors approved the proposal to establish the Foreign Language Institute; and

WHEREAS, Exhibit C of that proposal established a formula of how excess revenues generated over costs will be distributed on campus; and

WHEREAS, the University desires to adjust that distribution formula and in the future be able to adjust the formula as necessary with the approval of the President.

NOW THEREFORE BE IT RESOLVED, by the Board of Governors of Missouri State University, that the Foreign Language Institute revenue distribution formula be changed as outlined below.

VOTE: AYE _____

 NAY _____

Comments:

The originally approved revenue distribution formula was:

- 35% to Modern and Classical Languages
- 35% to International programs
- 20% to University General Revenue
- 10% to Outreach

The proposed revenue distribution formula is:

- 40% to Modern and Classical Languages
- 40% to International Programs
- 20% to University General Revenue

Note: Since initial approval in 2012, the formula has been adjusted. Outreach has not been directly involved in Foreign Language Institute operations and thus the 10% revenue distribution was eliminated. The Board of Governors did not formally approve the formula change. On February 5, 2016, the Office of Internal Audit and Compliance report on the Foreign Language Institute recommended that the formula change be documented and approved. This resolution will allow the Foreign Language institute to comply with this recommendation.

III.E.1.

RECOMMENDED ACTION - Approval of Procurement Activity Report

The following resolution was moved by _____
and seconded by _____.

BE IT RESOLVED by the Board of Governors for Missouri State University that the attached Activity Report for all reportable actions since the last Board of Governors' meeting, as presented by the Office of Procurement Services, be approved.

VOTE: **AYE** _____
 NAY _____

COMMENTS:

Recommend the attached report summarizing all reportable Office of Procurement Services activity from May 2, 2018 through June 6, 2018 be approved.

**ACTIVITY REPORT
MISSOURI STATE UNIVERSITY
OFFICE OF PROCUREMENT SERVICES**

FOR APPROVAL

Single purchase > \$100,000 from established cooperative contract

**Wireless Upgrade for Springfield and West Plains Campus Facilities \$300,000.00
Networking and Telecommunications (Estimated)**

Pursuant to University policy, which allows the University to participate in contract agreements established by other public entities, the University seeks approval to utilize NASPO Value Point Contract AR608 through JMA Information Technology. The purpose is to obtain Aruba equipment for new facilities and for a major wireless upgrade in academic and administrative buildings still served by obsolete wireless technology.

Enhancements will be for Brick City, Darr Agricultural Center, Forsythe Athletic Center, Hammons Student Center, Hass-Darr Hall, Jim D. Morris Center, Plaster Free Enterprise Center, Plaster Sports Complex, Plaster Student Union, Strong Hall, and multiple smaller facilities.

Additional facilities covered will include the Bookstore, Foster and Family Recreation Center, Greenwood Laboratory School, JQH Arena, Juanita K. Hammons Performing Arts Hall, Jordan Valley Innovation Center, Levy-Wolf Building, Meyer Alumni Center, the Mountain Grove campus, Park Central Office Building, University Hall, the Welcome Center, and other smaller facilities on the Springfield campus.

West Plains buildings to be upgraded include Gohn Hall, Garnett Library, Looney Hall, Lybyer Enhanced Technology Center, Putnam Bookstore, and all other buildings still served by Juniper wireless gear.

The upgrades will complete the replacement of all Juniper wireless devices with the most current Aruba wireless technology throughout the Missouri State University system.

Note: Funding to be from Telecommunications Reserve and Springfield Computer Usage Fee (SCUF) carryforward projects funds.

**ACTIVITY REPORT
PAGE TWO**

Single purchase >\$100,000 from established cooperative contract

Digital Upgrades **\$399,387.14**
Classroom Instructional Technologies
Faculty Center for Teaching and Learning

Pursuant to University policy, which allows for participation in contract agreements established by other public entities, the University is utilizing the E&I Cooperative Services Contract CNR-01317 with SKC Communication Products, LLC to purchase equipment and supplies, including control systems, digital signal processors, and flat panel displays.

The equipment and supplies will be installed by the Faculty Center for Teaching and Learning's Classroom Instructional Technologies unit as part of an effort to upgrade 112 classrooms on the Springfield campus with digital connectivity.

Note: Funding to be from the Office of the Provost.

Single Feasible Source > \$100,000

Permanent Tower Equipment Replacements **To Be Determined**
Broadcast Services

Request approval to purchase and rent equipment from Dielectric and Gates Air, and for equipment and service from others to be determined for interim and permanent facilities for Ozarks Public Television. Equipment is needed due to the collapse of the Fordland, Missouri tower.

- * Antenna, Permanent – \$411,000.00 Estimated, Dielectric. Dictated by tower owner, and recommended by engineering consultant and the University broadcast engineer.
- * Transmitter, Permanent – \$200,000.00 Estimated, Gates Air. Similar to previously solicited and purchased item from Gates Air that was in transit to Fordland, Missouri at the time of the tower collapse. Dictated by previous purchase of same.
- * Antenna and Transmission Line Installation – Cost to be determined. Dictated by tower owner.

**ACTIVITY REPORT
PAGE THREE**

* Modifications, Tower – Cost to be determined. Pending structural analysis. Dictated by tower owner.

Broadcast Services anticipates other required expenditures related to the tower. Further approval is requested to report any additional expenditures as *For Information Only* on future procurement reports, as long as funding is reimbursement eligible from the Federal Communications Commission (FCC), and/or the University's property insurance carrier.

Note: Funding is reimbursement eligible from the Federal Communications Commission (FCC), and/or the University's property insurance carrier.

FOR INFORMATIONAL PURPOSES ONLY

Single purchase >\$100,000 from established cooperative contract

Furniture Meyer Library	\$132,458.32 (Estimated)
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Pursuant to University policy, which allows for participation in contract agreements established by other public entities, the University is purchasing Steelcase and Coalesse furniture for the Meyer Library first floor renovation.

Educational and Institutional (E & I) Cooperative Services Contract CNR-01146 for Steelcase and Coalesse furniture is being utilized through Scott Rice Office Works.

Note: Funding to be from the Library Reserve Fund.

Single purchase >\$100,000 from established cooperative contract

Lighting Fixtures and Lamps Facilities Management	\$164,000.00 (Estimated)
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Pursuant to University policy, which allows for participation in contract agreements established by other public entities, the University is purchasing LED lighting fixtures and lamps to replace existing fixtures in the Bear Park North parking garage.

**ACTIVITY REPORT
PAGE FOUR**

Existing fixtures are original to the building and are in need of replacement. New fixtures are over 85% more efficient than the current fixtures. The purchase is a collaborative effort between Safety and Transportation and the Student Sustainability Fund.

U. S. Communications Cooperative Contract EV2370 for Graybar Electric Company is being utilized.

Note: Funding is to be split between the Transit Parking Lots Reserves budget and the Student Sustainability Fund.

Single Feasible Source > \$100,000

Interim Tower Equipment Replacements Broadcast Services	\$180,509.00 (Estimated)
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Purchase and rental of equipment is being made from Dielectric and Gates Air, and for service from others to be determined for interim and permanent facilities for Ozarks Public Television. Equipment is needed due to the collapse of the Fordland, Missouri tower.

* Antenna, Interim – \$121,509.00, Dielectric. Available from existing inventory.

* Transmitter, Interim – \$3,000.00 per month x 3 months = \$9,000.00, Gates Air. Available from existing inventory.

* Installation Antenna – \$50,000.00, Dictated by tower owner.

Note: Funding is reimbursement eligible from the Federal Communications Commission (FCC), and/or the University's property insurance carrier.

**ACTIVITY REPORT
PAGE FIVE**

Amendment to extend contract for the purchase of goods and services estimated to exceed \$100,000.00

Housing Lease Services	\$234,000.00
International Leadership and Training Center (ILTC)	(Estimated)

Missouri State University International Leadership and Training Center (ILTC) requests to extend current Contract C7587-1 to accommodate customized educational programs for partner institutions in various countries. As part of the ILTC schedule for summer 2018 and spring 2019, the following programs will be hosted by the center:

- * Hainan Visiting Scholar Program (China) – June 2018 through May 2019. Twenty-five (25) faculty members from the Chinese University.
- * Innovation and Entrepreneurship Program (Chile) – January 2019. Up to 20 participants from Andres Bello University.
- * Ningxia Education Program (China) – February 2018 through May 2018. Up to 20 participants from the Chinese University.
- * Other potential programs will be offered in spring 2019 to fill the remaining units.

The twelve-month housing lease extension is to begin June 1, 2018 and conclude May 31, 2019. According to the agreement, the University is responsible for providing all aspects of this program, including housing.

Program management will be the ILTC. The participating University's will be charged for housing as part of the overall cost of this customized educational program, which includes housing, meals, transportation, instructional costs, books and materials, student service fees, and other program delivery expenses.

Based on a review of current market pricing, recommend adding rooms to the existing contract with Bryan Properties for Bear Village Apartments, located two blocks from campus.

Note: Funding to be from participating international universities, as part of a customized education agreement signed on May 23, 2016, and paid through the FY19 operational budget.

III.E.2.

MISSOURI STATE UNIVERSITY

RECOMMENDED ACTION – Approval of rental rates for space in the Kenneth E. Meyer Alumni Center for various departments and University related offices.

The following resolution was moved by _____ and seconded by _____.

BE IT RESOLVED by the Board of Governors for Missouri State University that space not to exceed 53,001 square feet of space be rented at a price of between \$9.50 - \$15.00 per square foot for various University departments and offices in Meyer Alumni Center for the 2018-2019 fiscal year.

BE IT RESOLVED by the Board of Governors for Missouri State University that the 2018-2019 lease for Meyer Alumni Center be formally approved via this resolution at the \$9.50 - \$15.00 per square foot rental rate for the 53,001 square feet of space in Meyer Alumni Center.

BE IT FURTHER RESOLVED that the Chair of the Board of Governors or his/her designee be hereby authorized to initiate and sign a lease agreement for July 1, 2018 - June 30, 2019 with the owner of this building, the Missouri State University Foundation.

Carrie Tergin
Chair of the Board

Passed at Meeting of
June 22, 2018

Kristan Gochenauer
Secretary

Development and Alumni Relations	20,372 sq. ft.	\$ 9.50
Development and Alumni Relations	5,439	\$11.00
Advancement Services	1,543	\$15.00
University Relations, Publications, University Communications, Web & New Media	8,517	\$ 9.50
Photo Services	1,965	\$ 9.50
University Advancement	3,200	\$11.00
Learning Diagnostic Clinic/Assessment Center	2,666	\$ 9.50
Mail Room and Vending	420	\$ 9.50
Office of Access and Outreach	2,339 x	\$ 9.50
Office of Access and Outreach	6,290 x	\$11.00
Office of Access and Outreach	<u>250</u> x	\$15.00
Total Square Feet	53,001 sq. ft.	
Overview:		
Total square feet at \$9.50	36,279	\$ 344,650.50
Total square feet at \$11.00	14,929	164,219.00
Total square feet at \$15.00	1,793	<u>26,895.00</u>
	53,001	\$ 535,764.50

Notes:

- 1) Missouri State University does a monthly budget transfer for the following areas:
Development and Alumni Relations, Advancement Services, University Relations/
Publications/University Communications/Web & New Media, Photo Services, University
Advancement, Learning Diagnostic Center/Assessment Center, the mail room and vending
areas. Total square feet: 44,122
- 2) The Office of Access and Outreach does a monthly budget transfer for their space.
Total square feet: 8,879

June 22, 2018

LEASE AGREEMENT

This Lease made this 22nd day of June, 2018, by and between the Missouri State University Foundation, a Missouri not-for-profit corporation, hereinafter referred to as "Landlord" and Missouri State University, hereinafter referred to as "Tenant".

WITNESSETH THAT:

ARTICLE I: PREMISES

1.1 Original premises: Landlord hereby demises and leases to Tenant certain premises situated in the Kenneth E. Meyer Alumni Center located on the southeast corner of Jefferson and McDaniel in the City of Springfield, Missouri ("the Center"), as more particularly described in **Exhibit A** hereto and made a part hereof.

1.2 Parking Spaces: Landlord shall provide Tenant, at no additional cost to Tenant, one parking space in the garage adjacent to the Center for each 350 square feet of space leased by Tenant.

ARTICLE II: TERM

2.1 Term: The term of this Lease shall commence on July 1, 2018 (the "Commencement Date") and, subject to Tenant's option, if any, to extend the term of this Lease, as hereinafter provided, shall end on June 30, 2019 ("the Expiration Date"), both inclusive unless sooner terminated hereby.

2.2 Possession of Premises: Possession of the premises was taken by the Tenant in October of 1989, and Tenant is still in possession as of the date this lease agreement is executed and this lease is to be applied retroactively.

2.3 Acceptance of Premises: Occupying all or any portion of the Premises by Tenant shall be conclusive that the Premises are in satisfactory condition and acceptable to Tenant subject only to latent defects and deficiencies brought in writing to the attention of the Landlord by the Tenant within a reasonable time following discovery thereof.

ARTICLE III: USE OF PREMISES; RULES AND REGULATIONS

3.1 Tenant's use: The Premises consisting of fifty three thousand and one square feet (53,001), located in the Meyer Alumni Center, shall be used for the offices of Development and Alumni Relations, Advancement Services, Learning Diagnostic Clinic/Assessment Center, University Advancement, Marketing and Communications (Publications/University Communications/Photo Services/Web and New Media), Office of Access and Outreach, any other university office so desired by the University. Tenant shall, at Tenant's expense, comply with all laws, rules, regulations, requirements, and ordinances enacted or imposed by any governmental unit having jurisdiction over the Center, Premises, Landlord or Tenant. Landlord

makes no representation or warranty as to the legality or permissibility of the permitted use under applicable federal, state or local law.

3.2 Center Rules and Regulations: Tenant, its agents, employees and guests shall abide by all reasonable rules and regulations of the Building as may be from time to time adopted by Landlord pertaining to the security, operations, maintenance and management of the Center. A copy of the current rules and regulations is attached hereto as **Exhibit B** and are incorporated herein as part of this Lease. Landlord shall not be liable for failure of any tenant to obey such rules and regulations. Failure by Landlord to enforce any current or subsequent rules or regulations against any tenant of the Center shall not constitute a waiver thereof or excuse Tenant from compliance. If any rules and regulations are contrary to the terms of this Lease, this Lease shall govern.

ARTICLE IV: RENT AND OTHER TENANT CONTRIBUTIONS

4.1 Payment of Rent: Tenant shall, during the term hereof, pay rent under this Lease as hereinafter provided, in lawful money of the United States of America, without offset or deduction, to Landlord at the address therefor set forth on the cover page, or to such other person or entity or to such other address as Landlord may designate in writing. Except as otherwise specified below, all rent shall be payable in monthly installments in advance on the first day of each calendar month during the term of this Lease. Tenant's obligation to pay all rent due and payable during the term of this Lease shall survive the expiration or earlier termination of this Lease. Should this Lease commence on a day other than the first day of the month or terminate on a day other than the last day of the month, the rent for such partial month shall be pro-rated based on a 365 day year.

4.2 Base Rent: Tenant shall pay to Landlord as annual Base Rent for the Premises the sum of nine dollars and fifty cents (\$9.50) per square foot for 36,279 square feet; eleven dollars (\$11.00) per square foot for 14,929 square feet; fifteen dollars (\$15.00) per square foot for 1,793 square feet; and a total sum not to exceed five hundred thirty five thousand seven hundred sixty four dollars and fifty cents (\$535,764.50), commencing July 1, 2018.

4.3 Additional Rent: in addition to all Base Rent payable under this Lease, any and all other payments to be made by Tenant hereunder, including, without limitation payments to be made pursuant to Sections 4.3, 5.1, and 12.1 hereof, and any amounts or costs expended or incurred by Landlord in curing or by reason of any default of Tenant, shall be deemed additional rent hereunder, whether or not the same be designated as such, and shall be due and payable at the time provided in this Lease, and if no such time is provided the same shall nevertheless be collectible as additional rent on demand or together with the next succeeding installment of Base Rent, whichever shall first occur; and Landlord shall have the same rights and remedies upon Tenant's failure to pay the same as for the non-payment of the Base Rent. Landlord, at its election, shall have the right (but not the obligation) to pay for or perform any act which requires the expenditure of any sums of money by reason of the failure or neglect of Tenant to perform any of the provisions of this Lease within the grace period, if any, applicable thereto, and in the event Landlord shall at its election pay such sums or perform such acts requiring the expenditure of monies, Tenant agrees to reimburse and pay Landlord,

upon demand, all such sums, which shall be deemed to be additional rent hereunder and be payable by Tenant as such.

ARTICLE V: SERVICE, MAINTENANCE AND REPAIRS

5.1 Service: Landlord shall furnish Tenant those services described in **Exhibit C** attached hereto and incorporated by reference herein. If, upon request of Tenant, its agents or employees, such services are provided to the Premises on Sundays, holidays or times other than specified, or in an amount in excess of that described, Tenant shall pay Landlord as additional rent the cost of those services provided, such additional rent to be determined from Landlord's schedule of rates in effect at the time such services are furnished. Landlord does not warrant that any of the services or utilities provided to or on the Premises will be free from interruptions caused by repairs, renewals, improvements, alterations, strikes, lockouts, accidents, inability of Landlord to obtain fuel or supplies, or any other cause or causes beyond the reasonable control of Landlord. Landlord will at all times use reasonable efforts promptly to remedy any situation which might interrupt such services. If any services to be provided are suspended or interrupted by strikes, repairs, alterations, orders from any governmental authority or any cause beyond Landlord's reasonable control, Landlord shall not be liable for any costs or damages incurred by Tenant.

5.2 Maintenance and Repairs by Landlord: Landlord shall repair, replace and maintain (1) the external and structural parts of the Center which do not comprise a part of the Premises and are not leased to others, (2) janitors and equipment closets and (3) shafts within the Premises designated by Landlord for use by it in connection with the operation and maintenance of the Center. Landlord shall perform such repairs, replacements and maintenance with reasonable dispatch, but Landlord shall not be liable for any damages, direct, indirect or consequential, or for damages for personal discomfort, illness or inconvenience of Tenant by reason of failure of such equipment, facilities or systems or reasonable delays in the performance of such repairs, replacements and maintenance, unless caused by the deliberate act or omission, or the gross negligence of Landlord, its servants, agents or employees.

5.3 Maintenance and Repairs by Tenant: Tenant agrees that no representations as to the condition of the Center or the Premises have been made by Landlord to Tenant either directly or indirectly prior to or at the execution of this Lease that are not herein expressed. During the term of this Lease, Tenant shall keep the Premises and appurtenances in good order and repair, furnishing its own routine maintenance to furnishings and fixtures thereon and replacing all glass broken through misuse or negligence of Tenant with glass of same size and quality as that broken; shall keep the Premises and appurtenances in a wholesome condition without charge or expense to Landlord; shall not allow any waste or misuse of the water; shall pay all damages to the Center as well as damages to the occupants thereof caused by any waste, misuse or neglect of the Premises, its apparatus or appurtenances; shall not make nor allow to be made any change, alteration or addition, in, upon or to the Premises without the prior written consent of Landlord; and on the Expiration Date, or at an earlier termination hereof by forfeiture or otherwise, shall yield up the Premises together with all its apparatus and appurtenances to Landlord in as good as condition as when leased, reasonable and ordinary

wear and tear excepted, and will surrender all original and duplicate keys of the several doors and such other things as appertain to the Premises, and will remove all its signs or other like items installed and restore or repair any damage to the Premises resulting from such removal.

ARTICLE VI: ALTERATIONS

6.1 Alterations by Tenant: Tenant may not make alterations in or additions to the Premises unless Tenant has first obtained from Landlord written permission to do so, and Tenant shall, if requested by Landlord, furnish Landlord with plans and specifications, names and addresses of the contractors and subcontractors who will perform the work, copies of the contracts and subcontracts, copies of all necessary permits and indemnification in form and amount satisfactory to Landlord against any and all claims, costs, damages, liabilities and expenses which may arise in connection with the alterations or additions. Whether or not Tenant shall have furnished Landlord the foregoing, Tenant hereby agrees to hold Landlord harmless from any and all liabilities of every kind and description which may arise out of or be connected with the alterations or additions. Tenant shall pay the cost of all such alterations and additions and also the cost of decorating the Premises occasioned by such alterations and/or additions. Tenant shall not overload, damage or deface the Premises or do any act or thing or bring or keep anything thereon which may make void or voidable any insurance on the Premises or the Center or which may render an increase or extra premiums payable for insurance. Upon completion of any alterations or additions, Tenant shall furnish Landlord with contractors' affidavits and full waivers of liens and receipted bills covering all labor, materials and subcontractors expended and used. All alterations and/or additions must be completely finished in a good and neat workmanlike manner and comply in all respects with all insurance requirements and with all applicable federal, state, or municipal statutes, laws, ordinances and regulations, or any department or agency thereof, or any department thereof, and with the standards and regulations of O.S.H.A. Only good grades of materials shall be used in the alterations and/or additions. All additions shall become Landlord's property and shall remain upon the Premises at the termination of this Lease by lapse of time or otherwise, without compensation or allowance or credit to Tenant.

6.2 Alterations by Landlord: Landlord may make any repairs, alterations or improvements which Landlord deems necessary or advisable for the preservation, safety or improvement of the Center or the Premises. Landlord shall also make those alterations to Meyer Alumni Center mandated by federal, state, and local law, and the cost thereof to the Tenant shall be in proration to the square footage occupied by the Tenant to the total square footage of the Center.

ARTICLE VII: CERTAIN RIGHTS RESERVED TO LANDLORD

7.1 Certain Rights Reserved to Landlord: Landlord reserves the following rights: (a) During the last ninety (90) days of the term of this Lease, if during or prior to that time Tenant vacates the Premises, the Landlord may decorate, remodel, repair, alter or otherwise prepare the Premises for re-occupancy; (b) To have pass keys to the Premises, in order to gain access to the

Premises herein; (c) To have access to the Premises at all reasonable times upon prior notice to Tenant, and at any time in the event of emergency, to make periodic inspections thereof and to make repairs, alterations, additions and improvements to the Premises or the Center, as may be necessary or desirable in the operation of the Center; (d) To show the Premises to prospective tenants or brokers during the last six months of the term of this Lease, and to prospective purchasers at all reasonable times, provided prior notice is given to Tenant in each case and Tenant's use and occupancy of the Premises is not materially inconvenienced by any such action of Landlord; (e) To designate all suppliers of signs, drinking water, beverages, foods, towels or toilet supplies, or other utilities used or consumed in the Center or the Premises; (f) To approve the weight, size and location of safes or other heavy equipment or articles, and the time and manner that they may be moved in, about or out of the Center (in all events, however, at Tenant's sole risk and responsibility, and subject to such reasonable preconditions and requirements, including engineering analysis and insurance, as Landlord may specify); (g) To close the Center after regular working hours and on legal holidays, subject, however, to Tenant's right to admittance, under such reasonable regulations as Landlord may prescribe from time to time, which may include by way of example but not of limitation, that persons entering or leaving the Center identify themselves and display the contents of their clothing, cases and boxes to a security guard by registration or otherwise and that said persons establish their right to enter or leave the Center; (h) To make repairs, alterations or improvements to the Center or any part thereof, and during such operations close the corridors, elevators and other facilities.

Landlord may enter upon the Premises as specified above (Landlord having or reserving such easements, rights of access or licenses as may be reasonably necessary therefor) and may exercise any or all of the foregoing rights hereby reserved without being deemed guilty of any interference with Tenant's use, occupancy or enjoyment of the Premises or an eviction or disturbance of the Tenant's use or possession, and without being liable in any manner to the Tenant.

ARTICLE VIII: ASSIGNMENT AND SUBLETTING

8.1 Assignment; Subletting: Tenant shall not assign this Lease or sublet all or any portion of the Premises, nor allow the same to be used or occupied by any other person or for any other use than that herein specified without Landlord's prior written consent, such consent to be in Landlord's sole discretion and as a condition to such consent, which in any event may be unreasonably withheld, Landlord may require Tenant to pay Landlord all or any portion of the consideration for the assignment or the rental under the sublease; nor shall Tenant suffer or permit any assignment or transfer by operation of law or otherwise, of the estate or interest of Tenant in the Premises acquired in, by or through this Lease. Any such assignment or sublease shall be in a form acceptable to Landlord. Every such assignment or sublease, as the case may be, shall recite that it is and shall be subject and subordinate to the provisions of this Lease, and the termination or cancellation of this Lease shall constitute a termination and cancellation of such assignment. No sublease shall be for a term longer than the term of this Lease. No assignment or sublease shall relieve Tenant of Tenant's liability under this Lease. Consent by Landlord shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting and the terms of such consent shall be binding upon the assignee or

subtenant. Any transfer of this Lease by merger, consolidation, dissolution or liquidation of Tenant shall constitute an assignment, whether the result of a single or series of transactions.

ARTICLE IX: INSURANCE; INDEMNIFICATION

9.1 Insurance by Landlord: Landlord agrees to carry standard fire and extended coverage insurance (with endorsements for vandalism and malicious mischief coverage) and all-risk insurance in amounts deemed sufficient by Landlord to carry out Landlord's obligations under this Lease.

9.2 Insurance by Tenant: During the term of this Lease, Tenant shall maintain, at Tenant's expense, in full force and effect on all of Tenant's furniture, furnishings, trade fixtures, inventory and equipment located on the Leased Premises, a policy or policies of fire and extended coverage insurance with standard coverage for vandalism, malicious mischief, damage by fire, windstorm, cyclone, tornado, hail, explosion, riot, civil commotion, damage from aircraft, vehicles, smoke or earthquake, special extended perils, sprinkler damage and such other casualties and events as may be insured against under the broad form of uniform fire and extended coverage clause in effect from time to time in Missouri with endorsements for coverage of "all risk" perils and the aforesaid specific perils. Such insurance shall be in an amount equal to one hundred percent (100%) of the full insurable replacement value of such property of Tenant and shall be issued by an insurance company acceptable to Landlord. The proceeds from any such policy of insurance shall be used for the repair or replacement of the furniture, furnishings, fixtures, inventory and equipment of Tenant.

9.3 Indemnification: Landlord shall not be liable for any loss or damage to persons or property sustained by Tenant, or other persons, which may be caused by dangerous conditions of the leased premises, caused by the Tenant.

ARTICLE X: DESTRUCTION

10.1 Substantial Destruction: If the Center or Premises shall be destroyed in whole or in part by fire, the elements or other or other casualty so as to render the Premises wholly unfit for occupancy, and if, in Landlord's sole judgment, the damage cannot be repaired within 120 days of work from the date of such damage, such work to be performed during normal working hours from the occurrence of said damage, this Lease shall terminate as of the date of such damage.

10.2 Partial Destruction: If the Center or Premises shall be damaged in part and if the damage can be repaired within 120 days of work from the date of such damage, such work to be performed during normal working hours from the occurrence of said damage and Landlord fails to do so, this Lease shall terminate on the expiration of said 120 days without further liability of either of the parties hereto; provided, however that no termination shall occur if the delay in commencing or completing repairs is the result of adjustment of insurance claims, governmental requirements or any cause beyond Landlord's reasonable control. If Landlord repairs the Premises within said 120 days, this Lease shall continue in full force and effect. Tenant shall not be required to pay rent for any portion of said 120 days during which the Premises are wholly unfit for occupancy unless the damage or destruction is due to the presence or neglect of Tenant or Tenant's agents, employees, servants, invitees or guests.

ARTICLE XI: CONDEMNATION

11.1 Total Taking: In the event that the whole of the Center or the whole of the Premises shall be taken by the exercise of the power of eminent domain (a "Condemnation Proceeding"), then in such a case this Lease shall terminate as of the date of the taking of possession by or the vesting of title in the condemning authority (the "Taking Date").

11.2 Partial Taking: If less than the whole of the Center or less than the whole of the Premises shall be taken in a Condemnation Proceeding, Tenant or Landlord, may at its option, terminate this Lease as of the Taking Date by giving written notice of its exercise of such option within 60 days after the Taking Date provided in the case of termination by Tenant that as a result of such taking, the Premises (or the remaining portion thereof) may no longer be adequately used for the Permitted Use herein before set forth. If a portion of the Premises shall be so taken and neither Tenant nor Landlord shall exercise its option to terminate this Lease, or is such taking shall not give rise to such an option to terminate, as aforesaid, then this Lease shall terminate on the Taking Date only as to that portion of the Premises so taken, and this Lease shall remain in full force and effect with respect to that portion of the Premises not so taken and the rent and other charges payable by Tenant to Landlord hereunder shall be abated and reduced in the ratio which the diminution in the floor space of the Premises following the Condemnation Proceeding shall bear to the total floor space thereof immediately prior to the Condemnation Proceeding.

11.3 Condemnation Awards: All income, rent, awards or interest derived from any such taking under power of eminent domain shall belong to and be the property of Landlord.

ARTICLE XII: LIENS

12.1 Liens: Tenant covenants and agrees that it shall not incur any indebtedness giving a right to a lien of any kind or character upon the right, title, or interest of Landlord in and to the Premises and the property of which the Premises is a part, and that no person shall ever be entitled to any lien superior to the interest in this Lease reserved to Landlord upon the Premises directly or indirectly derived through or under Tenant, or its agents or servants, or on account of any act or omission of Tenant. Should any such lien be filed, Tenant shall cause to be discharged of record such lien by paying it, or by filing a bond or otherwise, as permitted by law, within 15 days after the filing of any such lien. If Tenant fails to discharge said lien within such period, then in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, procure its discharge by paying the amount claimed to be due or by depositing the same in court or by bonding, and in any such event Landlord shall be entitled, if Landlord so elects, to compel the prosecution of an action for the foreclosure of such Lien by lienor and to pay the amount of the judgment, if any in favor of lienor with interest, costs, and allowances. Any amount paid by Landlord for any of the aforesaid purposes, and all legal and other expenses of Landlord, including attorneys' fees, in defending any such action or in or about procuring the discharge of such lien, with all necessary disbursements in connection herewith, shall be additional rent to be paid by Tenant to Landlord immediately on demand.

ARTICLE XIII: DEFAULT AND REMEDIES

13.1 Default and Remedies: If Tenant shall default in the payment of rent reserved, breach any other covenant or agreement of this Lease, or move out of, abandon, or vacate the Premises, then immediately upon such default, breach, abandonment, or vacating or moving out of the Premises, or at any time thereafter, Landlord, without further demand or notice of any kind, including, but without being limited to, demand for payment of rent, or for possession of the Premises, may either:

(a) terminate this Lease, and with process of law, expel and remove Tenant, or any other person or persons in occupancy from the Premises, together with their goods and chattels, provided that in the event of termination pursuant hereto Landlord shall, nevertheless, be entitled to damages provided by law, just as though Tenant repudiated this Lease; or

(b) terminate Tenant's right to possession only, without terminating this Lease, and with process of law, expel and remove Tenant, or any other person or persons in occupancy from the Premises, together with their goods and chattels, and repossess the Premises without such entry and possession terminating this Lease or releasing Tenant in whole or in part from Tenant's obligation to pay rent hereunder for the full term hereof. Upon and after entry into possession without termination of this Lease, Landlord shall use reasonable efforts to relet the Premises or any part thereof for the account of the Tenant, to any person, firm, or corporation, for such rent, for such term, (including a term beyond the term hereof, but the part of any such term which is beyond the term hereof shall not be chargeable to Tenant's account), and upon such terms and conditions as are Commercially reasonable, and Landlord shall apply all rents received upon such a reletting as follows:

(i) first to the payment of such expenses as Landlord may have incurred in recovering possession of the Premises (including legal expenses and attorneys' fees), and in putting the same into good order or condition, or preparing, or altering the same for rental and reletting, and all other expenses, commissions and charges paid, assumed or incurred by Landlord in or about reletting the leased premises; and

(ii) then to the fulfillment of covenants of Tenant hereunder. If the consideration collected by Landlord upon any such reletting is not sufficient to pay in full the amount of rent reserved in this Lease together with the items and expenses enumerated in subparagraphs (i) and (ii) above, then Tenant shall pay to the Landlord the amount of each monthly deficiency upon demand.

ARTICLE XIV: TRANSFER BY LANDLORD; SUBORDINATION; ESTOPPEL CERTIFICATE

14.1 Transfer by Landlord: Landlord shall have the right to transfer, assign, mortgage or convey in whole or in part the Center and any and all of its rights in and under this Lease, and nothing herein shall be construed as a restriction upon Landlord's so doing. Moreover, the term "Landlord" as used in this lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner at the time in question of the fee simple title to the Center and in the event of transfer of said fee simple title, then the party conveying said fee simple title shall be automatically relieved from and after the

date of such transfer, of all personal liability as respects the performance of any obligations on the part of Landlord contained in this Lease arising out of acts thereafter occurring or covenants thereafter to be performed, it being intended hereby that all the obligations contained in this Lease on the part of Landlord shall be binding upon Landlord, its successors and assigns, only during and in respect of their respective periods of ownership of said fee simple title to the Center and the Property.

14.2 Subordination: This Lease and all rights of the Tenant hereunder shall, at the option of Landlord, be subject and subordinate to any deeds of trust, mortgage or other instruments or security which do now or may hereafter cover the Center and the Property or any interest of Landlord therein, and to any and all advances made on the security thereof, and to any and all increases, renewals, modifications, consolidations, replacements and extensions or any such deeds of trust, mortgages or instruments of security. Landlord may exercise the aforesaid option to subordinate this Lease by notifying Tenant thereof at any time in writing, and if so requested by Landlord, Tenant shall execute a subordination agreement in the form satisfactory to Landlord.

14.3 Attornment: In the event Landlord exercises its option to subordinate the Lease to any deed of trust or mortgage as provided in Section 14.2, or in the event any proceedings are brought for foreclosure or in the event of the exercise of the power of sale under any mortgage or deed of trust covering the Center, the Tenant shall agree to attorn to the holder of any such deed of trust or mortgage or the purchaser upon any such foreclosure or sale, as the case may be, and recognize such holder of any such deed of trust or mortgage or purchaser, as the case may be, as the Landlord under this Lease, provided however, that so long as the Tenant is not in default hereunder, the Lease shall remain in full force and effect.

14.4 Estoppel Certificate: Tenant shall any time and from time to time upon not less than ten (10) days prior notice from Landlord or Landlord's mortgagee, execute, acknowledge and deliver a written statement certifying that this Lease is in full force and effect subject only to such modifications as may be set out; and, Tenant is in possession of the Premises and is paying rent as provided in this Lease; and, the date to which, rent is paid in advance; and, there are not, to the signator's knowledge any uncured defaults on the part of Landlord, or specifying such defaults if any are claimed. Any such statements may be relied upon by any prospective transferee or encumbrancer of all or any portion of the Center, or any assignee of any such persons. If Tenant fails to timely deliver such statement, Tenant shall be deemed to have acknowledged that this Lease is in full force and effect, without modification except as may be represented by Landlord and that there are no uncured defaults in Landlord's performance.

ARTICLE XV: QUIET ENJOYMENT

15.1 Quiet Enjoyment: So long as Tenant shall observe and perform the covenants and agreements binding on it hereunder, Tenant shall at all times during the term hereof peacefully and quietly have and enjoy possession of the Premises without any unreasonable interference, encumbrance or hindrance by, from or through Landlord, its successors and assigns.

ARTICLE XVI: SURRENDER; HOLDING OVER; REMOVAL OF PROPERTY

16.1 Surrender: Upon termination of this Lease, whether caused by lapse of time or otherwise, Tenant shall within fifteen (15) days surrender possession of the Premises and all rights therein to Landlord and deliver Premises to Landlord in as good repair and condition as at the commencement of Tenant's occupancy, reasonable wear and tear and damage or destruction by fire or other casualty excepted. Tenant shall deliver all keys to the Premises to Landlord. Landlord shall have the right to immediately enter into and take possession of the Premises and shall not be liable for any loss, damage or injury to the property or person of Tenant or any occupant of, in or upon the Premises.

16.2 Holding Over: If Tenant shall continue to occupy the Premises after expiration or sooner termination of this Lease, Tenant shall pay, as liquidated damages, for each month of continued occupancy an amount equal to one and one-half times the rent being paid for the month the Lease expires or is terminated. No receipt of money by Landlord from Tenant after expiration or termination of this Lease shall reinstate or extend this Lease or affect any prior notice given by Landlord to Tenant. Nothing contained in this Section 16.2 is to be construed to give Tenant the right to hold over at any time and Landlord may exercise any and all remedies at law or in equity to recover possession of the Premises and damages resulting from any such holding over.

ARTICLE XVII: NOTICES

17.1 Notices: Any notice, demand request, consent, approval, or other communication which either party hereto is required or desires to give or make or communicate upon or to the other shall be in writing and shall be given or made or communicated by United States registered or certified mail, addressed to Landlord or Tenant as set forth on the cover page of this Lease, subject to the right of either party to designate a different address by notice similarly given. Any notice, demand, request, consent, approval, or other communication so sent shall be deemed to have been given, made, or communicated, as the case may be, on the date the same was deposited in the United States mail as registered or certified matter with postage thereon fully prepaid.

ARTICLE XVIII: MISCELLANEOUS

18.1 Designated Parties: Landlord may act in any matter provided for herein by its property manager or any other person who shall from time to time be designated by Landlord by notice to Tenant. Tenant may designate in writing a person to act on its behalf in any matter provided for herein and may, by written notice, change such designation. In the absence of such designation, the person or persons executing this Lease for Tenant shall be deemed to be authorized to act on behalf of Tenant in any matter provided for herein.

18.2 Successors: Subject to the provisions pertaining to assignment and subletting, the covenants and agreements of this Lease shall be binding upon the heirs, legal representatives, successors and assigns of any or all of the parties hereto.

18.3 Relationship of Parties: Nothing contained in this Lease shall create any relationship between the Landlord and Tenant other than that of Landlord and Tenant, and it is acknowledged and agreed that Landlord does not in any way or for any purpose become a partner of or joint venturer with Tenant.

18.4 Entire Agreement; Amendment; Captions: It is expressly agreed by Tenant, as a material consideration for the execution of this Lease, that there are, and were no verbal representation, understanding, stipulations, agreements or promises pertaining to this Lease which are not incorporated herein. It is agreed between the parties that this Lease shall not be altered, waived, amended, or extended, except by a written agreement signed by Landlord and Tenant. The captions contained in this Lease are for convenience of reference only and in no way limit or enlarge the terms or conditions of this Lease.

18.5 Severability: If any clause or provision of this Lease is held to be illegal, invalid, or unenforceable under present or future law effective during the term of this Lease, the remainder of this Lease shall not be affected thereby. In lieu of such clause or provision held to be illegal, invalid or unenforceable there shall be added, as a part of this Lease, a clause or provision as similar in terms as possible which shall be legal, valid and enforceable.

18.6 Variations in Pronouns: All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require.

18.7 Brokerage Commissions: Tenant warrants that it has had no dealings with any broker or agent in connection with the negotiations or execution of this Lease.

18.8 Authority: Tenant warrants that the person or persons executing this Lease on behalf of Tenant has authority to do so and fully obligate Tenant to all terms and provisions of this Lease. Tenant shall, upon request from Landlord, furnish Landlord with a certified copy of documentation authorizing this Lease and granting authority to execute it to the person or persons who have executed it on Tenant's behalf.

18.9 Option to Renew: Landlord hereby grants to Tenant the right to renew this lease for nineteen (19) successive one-year terms, by giving written notice at least ninety (90) days prior to the expiration date of each one-year term; subject, however, to an adjustment in the basic annual rental at the beginning of each contract year, equal to the percentage increase of the Consumer Price Index for the Kansas City region for the preceding year.

ATTEST:

**MISSOURI STATE UNIVERSITY
FOUNDATION,
A NOT-FOR-PROFIT CORPORATION
"Landlord"**

Cindy Busby
Secretary

By: _____
Brent Dunn
Executive Director

ATTEST:

**MISSOURI STATE UNIVERSITY
"Tenant"**

Kristan Gochenauer, Secretary

By: _____
Carrie Tergen
Chair of the Board

EXHIBIT A

Description of Premises

Premises shall consist of 53,001 square feet.

Parking spaces to service the square footage leased, as required by applicable law.

LL	001	3,912	square feet
LL	002	700	square feet
LL	003	1,500	square feet
Suite	100	4,930	square feet
Suite	101	3,700	square feet
Vending		200	square feet
Suite	200	4,650	square feet
Suite	205	1,543	square feet
Suite	210	220	square feet
Suite	214	640	square feet
Suite	303	2,265	square feet
Suite	306	340	square feet
Suite	308	250	square feet
Suite	314	601	square feet
Suite	400	8,028	square feet
Suite	502	2,666	square feet
Suite	504	1,965	square feet
Suite	505	6,374	square feet
Suite	600	<u>8,517</u>	square feet

53,001

EXHIBIT B

Center Rules and Regulations

1. Tenant shall not obstruct or interfere with the rights of other tenants of the Center, or of persons having business in the Center, or in any way injure or annoy such tenants or persons.
2. Canvassing, soliciting and peddling in the Center are prohibited, and Tenant shall cooperate to prevent such activities.
3. Tenant shall not bring or keep within the Center any animal, bicycle, or motorcycle.
4. Tenant shall not conduct mechanical or manufacturing operations, cook or prepare food, or place or use any inflammable, combustible, explosive, caustic or hazardous fluid, chemical, device, substance or material in or about the Center without the prior written consent of Landlord. Tenant shall comply with all rules, orders, regulations and requirements of the applicable Fire Rating Bureau, or any other similar body, and Tenant shall not commit any act or permit any object to be brought or kept in the Center which shall increase the rate of fire insurance on the Center or on property located therein.
5. Tenant shall not use the Center for the storage of goods, wares or merchandise, except as such storage may be incidental to the use of the Premises for general office purposes and except in such portions of the Premises as may be specifically designated by Landlord for such storage.
6. Tenant shall not install or use in the Center any air conditioning unit, engine, boiler, generator, machinery, heating unit, stove, water cooler, ventilator, radiator or any other similar apparatus without the prior written consent of Landlord, and then only as Landlord may direct.
7. Tenant shall not use in the Center any machines, other than standard office machines such as typewriters, word processors, calculators, copying machines and similar machines, without the prior written approval of Landlord. All office equipment and any other device of any electrical or mechanical nature shall be placed by Tenant in the Premises in settings approved by Landlord so as to absorb or prevent any vibration, noise, or annoyance. Tenant shall not cause improper noises, vibrations or odors within the Center.
8. Tenant shall move all freight, supplies, furniture, fixtures and other personal property into, within and out of the Center only at such times and through such entrances as may be designated by Landlord, and such movement of such items shall be under the supervision of Landlord. Landlord reserves the right to inspect all such freight, supplies, furniture, fixtures and other personal property to be brought into the Center and to exclude from the Center all such objects which violate any of these rules and regulations or the provisions of the Lease. Tenant shall not move or install such objects in or about the Center in such a fashion as to unreasonably obstruct the activities of other tenants, and all such moving shall be at the sole expense, risk and responsibility of Tenant. Tenant shall not use in the delivery, receipt or other movement of freight, supplies, furniture, fixtures and other personal property to, from or within the Center, any hand trucks other than those equipped with rubber tires and side guards.
9. Tenant shall not place within the Center any safes, copying machines, computer equipment or other objects of unusual size or weight, nor shall Tenant place within the Center any

objects which exceed the floor weight specifications of the Center, without the prior written consent of Landlord. The placement and positioning of all such objects shall, in all cases, be placed upon plates or footings of such size as shall be prescribed by Landlord.

10. Tenant shall not deposit any trash, refuse, cigarettes, or other substances of any kind within or out of the Center, except in the refuse containers provided therefor. Tenant shall not introduce into the Center any substance which might add an undue burden to the cleaning or maintenance of the Premises or the Center. Tenant shall exercise its best efforts to keep the sidewalks, entrances, passages, courts, lobby areas, garages or parking areas, elevators, escalators, stairways, vestibules, public corridors and halls in and about the Center (Hereinafter "Common Areas") clean and free from rubbish.
11. Tenant shall use the Common Areas only as a means of ingress and egress, and Tenant shall permit no loitering by any persons upon Common Areas or elsewhere within the Center. The Common Areas and roof of the Center are not for the use of the general public, and Landlord shall in all cases retain the right to control or prevent access thereto by all persons whose presence, in the judgment of the Landlord shall be prejudicial to the safety, character, reputation or interests of the Center and its tenants. Tenant shall not enter the mechanical rooms, air conditioning rooms, electrical closets, janitorial closets, or similar areas or go upon the roof of the Center without the prior written consent of Landlord.
12. Tenant shall not use the washrooms, restrooms and plumbing fixtures of the Center, and appurtenances thereto, for any other purpose than the purposes for which they were constructed, and Tenant shall not deposit any sweepings, rubbish, rags or other improper substances therein. Tenant shall not waste water by interfering or tampering with the faucets or otherwise. If Tenant or Tenant's servants, employees, agents, contractors, jobbers, licensees, invitees, guests, or visitors cause any damage to such washrooms, restrooms, plumbing fixtures or appurtenances, such damage shall be repaired at Tenant's expense and Landlord shall not be responsible therefor.
13. Tenant shall not mark, paint, drill into, cut, string wires within, or in any way deface any part of the Center, without the prior written consent of Landlord, and as Landlord may direct. Upon removal of any wall decorations or installations or floor coverings by Tenant, any damage to the walls or floors shall be repaired by Tenant at Tenant's sole cost and expense. Without limitation upon any of the provisions of the Lease, Tenant shall refer all contractors' representatives, installation technicians, janitorial workers and other mechanics, artisans and laborers rendering any service in connection with the repair, maintenance or improvement of the Premises to Landlord for Landlord's supervision, approval and control before performance of any such service. This Paragraph 13 shall apply to all work performed in the Center, including without limitation installation of telephones, telegraph equipment, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other portion of the Center. All installations, alterations and additions shall be constructed by Tenant in a good and workmanlike manner and only good grades of materials shall be used in connection therewith. The means by which telephone, telegraph and similar wires are to be introduced to the Premises and the location of telephones, call boxes, and other office equipment affixed to the Premises shall be subject to the prior written approval of Landlord.

14. Landlord shall have the right to prohibit any publicity, advertising or use of the name of the Center by Tenant which, in Landlord's opinion, tends to impair the reputation of the Center, or its desirability as a Center for offices, and upon written notice from Landlord, Tenant shall refrain from or discontinue any such publicity, advertising or use of the Center name.
15. The sashes, sash doors, skylights, windows and doors that reflect or admit light or air into the Common Areas shall not be covered or obstructed by Tenant through placement of objects upon windowsills or otherwise. Tenant shall cooperate with Landlord in obtaining maximum effectiveness of the cooling system of the Center by closing drapes and other window coverings when the sun's rays fall upon windows of the Premises. Tenant shall not obstruct, alter or in any way impair the efficient operation of Landlord's heating, ventilating, air conditioning, electrical, fire, safety or lighting systems, nor shall Tenant tamper with or change the setting of any thermostat or temperature control valves in the Center.
16. Subject to the applicable fire or other safety regulations, all doors opening onto Common Areas and all doors upon the perimeter of the Premises shall be kept closed and, during non-business hours, locked, except when in use for ingress or egress. If Tenant uses the Premises after regular business hours or on non-business days Tenant shall lock any entrance doors to the Center or to the Premises used by Tenant immediately after using such doors.
17. All keys to the exterior doors of the Premises shall be obtained by Tenant from Landlord, and Tenant shall pay to Landlord a reasonable deposit determined by Landlord from time to time for such keys. Tenant shall not make duplicate copies of such keys. Tenant shall not install additional locks or bolts of any kind upon any of the doors or windows of, or within, the Center, nor shall Tenant make any changes in existing locks or the mechanisms thereof. Tenant shall, upon the termination of its tenancy, provide Landlord with the combinations to all combination locks on safes, safe cabinets and vaults and deliver to Landlord all keys to the Center, the Premises and all interior doors, cabinets, and other key-controlled mechanisms therein, whether or not such keys were furnished to Tenant by Landlord. In the event of the loss of any key furnished to Tenant by Landlord, Tenant shall pay to Landlord the cost of replacing the same or of changing the lock or locks opened by such lost key if Landlord shall deem it necessary to make such a change.
18. Access may be had by Tenant to the Common Areas and to the Premises at any time between the hours of 8:00 A.M. and 6:00 P.M., Monday through Friday, legal holidays excepted. At other times access to the Center may be refused unless the person seeking admission is known to the watchman in charge, if any, and/or has a pass or is properly identified. Tenant shall be responsible for all persons for whom Tenant requests passes, and shall be liable to Landlord for all acts of such persons. Landlord shall in no case be liable for damages for the admission or exclusion of any person from the Center. In case of invasion, mob, riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Center for the safety of Tenants and protection of property in the Center.
19. For purposes hereof, the terms "Landlord", "Tenant", "Center" and "Premises" are defined as those terms are defined in the Lease to which these Rules and Regulations are attached. Wherever Tenant is obligated under these Rules and Regulations to do or refrain from doing an act or thing, such obligations shall include the exercise by Tenant of its best efforts to

secure compliance with such obligation by the servants, employees, contractors, jobbers, agents, invitees, licensees, guests and visitors of Tenant. The term "Center" shall include the Premises, and any obligations of Tenant hereunder with regard to the Center shall apply with equal force to the Premises and to other parts of the Center.

20. Landlord reserves the right to change these rules and to make such other and further reasonable rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Center, for the preservation of good order therein and when so changed or made, such modified or new rules shall be deemed a part hereof, with the same effect as if written herein, when a copy shall have been delivered to the Tenant or left with some person in charge of the demised premises.

EXHIBIT C

Services Furnished

1. Operatorless elevator service in common with other tenants at all times;
2. Men's & women's restrooms to be situated on the floor on which the Premises are located;
3. Water from the public water mains for public drinking, lavatory and toilet purposes, drawn through fixtures installed by Landlord;
4. A refrigerated drinking fountain on the floor on which the Premises are located;
5. A building directory on any floor where a tenant has an outside entryway;
6. Relamping and maintaining standard fluorescent lighting fixtures installed in Premises;
7. Heating and air conditioning during respectively, the seasons when such services shall be necessary for the use and occupancy of the Premises, on Monday through Friday from 8:00 A.M. to 6:00 P.M. (Saturdays, Sundays and holidays excepted); and
8. Refuse removal and janitor services and customary cleaning in and about the Premises (Saturdays, Sundays and holidays excepted); provided, however, that such service shall not include cleaning, maintenance and providing supplies for: computer centers, special equipment areas, locker rooms, or security vaults situated in the Premises.

III.F.1.

RECOMMENDED ACTION - Approval of Activity Report for the months of April 2018 and May 2018.

The following resolution was moved by _____ and seconded by _____:

BE IT RESOLVED by the Board of Governors for Missouri State University that the attached Activity Report for the months of April 2018 and May 2018, as presented by Planning, Design & Construction, be accepted and approved.

VOTE: **AYE** _____

NAY _____

COMMENTS:

This report lists all activities of Planning, Design & Construction with respect to bids received, notices to proceed, change orders, and activity on consultant contracts.

It is recommended that the attached report be accepted.

**ACTIVITY REPORT
MISSOURI STATE UNIVERSITY
PLANNING, DESIGN & CONSTRUCTION**

April 2018 and May 2018

This report documents activities managed by Planning, Design & Construction for the months of April 2018 and May 2018. The projects listed here may be for a budget level that does not require formal action by the Board of Governors. Any and all project bids, notices to proceed, approved change orders, and activity on consultant contracts are listed on this monthly activity report.

April 2018

Replace Domestic Water Heater **Project Budget**
Sunvilla Tower **\$118,000.00**

Bids were received to replace a domestic water heater at Sunvilla Tower. A notice to proceed was issued to Gold Mechanical, Inc. in the amount of \$105,600.00.

The bids received on this project are as follows:

Contractor	Base Bid	Alt. 1	Total
Gold Mechanical, Inc.	\$ 88,350.00	\$17,250.00	\$105,600.00
The Wilson Group, Inc.	\$107,280.00	\$24,810.00	\$132,090.00
W.M.C. Inc.	\$117,164.00	\$19,999.00	\$137,163.00
Connelly Plumbing Company	\$121,600.00	\$22,000.00	\$143,600.00
MSI Constructors	\$115,500.00	\$35,000.00	\$150,500.00

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$0.00
Construction Contracts	\$105,600.00
Project Administration	\$1,840.00
Construction Contingency	\$10,560.00
Furniture, Fixtures, and Equipment	\$0.00
Telecommunications	\$0.00
Relocation Costs	<u>\$0.00</u>
Total Project Budget	\$118,000.00

This project is being funded by the Residence Life Refurbishing budget.

May 2018

No activity to report.

III.F.2.

RECOMMENDED ACTION – Approval of proposal and award of a contract for the FY19 job order contracting services – mechanical repair and replacement.

The following resolution was moved by _____ and seconded by _____:

BE IT RESOLVED by the Board of Governors for Missouri State University that the proposal received from WMC, Inc. for the FY19 job order contracting services – mechanical repair and replacement be accepted, approved, and awarded.

BE IT RESOLVED that the total expenditure for projects completed under this contract shall not exceed Three Hundred Thousand and 00/100ths Dollars (\$300,000.00) during any one fiscal year.

BE IT FURTHER RESOLVED that each project done under this contract will have its own financial plan and be paid by the department requesting the services.

BE IT FURTHER RESOLVED that the Vice President for Administrative Services or the University Architect and Director of Planning, Design & Construction be authorized to sign the agreement with the selected contractor, incorporated herein by reference, and perform those acts necessary to carry out and perform the terms of the agreement. Subject to continued satisfactory performance, the University will continue to exercise the remaining available renewable options.

VOTE: AYE _____

NAY _____

COMMENTS:

The University sought proposals from mechanical contractors for an on-call service. The intent of this contract is to provide repairs and replacement of mechanical equipment to maintain the efficiency of the campus mechanical systems with the maximum expenditure per project not to exceed \$95,000.00. The cumulative total of all individual projects awarded under this contract may not exceed \$300,000.00 per fiscal year. No additional work will be awarded in any fiscal year if the limit of \$300,000.00 is reached. Work under this contract may be done on University properties located in Camden, Douglas, Greene, Howell, Jasper, Laclede, Newton, Polk, Taney, Webster, and Wright counties.

This contract shall be valid for one fiscal year or until June 30, 2019. Included in the contract is the option to renew the contract for three additional consecutive fiscal years. If all options for renewal are exercised, the contract will expire on June 30, 2022.

Proposals were received at the University's request. The proposals submitted included cost multipliers for wages, materials, equipment, overhead and profit, as well as a lump sum for bond costs. A review of the proposals included qualifications as well as cost. It was found that WMC, Inc. provided the lowest and best submission, and it is in the University's best interest to award it to this company.

Upon approval of this resolution, Facilities Management will be responsible for the administration of this contract and any reporting that may be requested.

III.F.3.

RECOMMENDED ACTION – Approval of bids and award of a contract for the construction of National Pan-Hellenic Council (NPHC) Plots.

The following resolution was moved by _____ and seconded by _____:

BE IT RESOLVED by the Board of Governors for Missouri State University that the low bid of Nabholz Construction Services in the amount of Two Hundred Sixty-two Thousand Five Hundred and 00/100ths dollars (\$262,500.00) for the base bid for the construction of National Pan-Hellenic Council (NPHC) Plots be accepted, approved, and awarded.

BE IT FURTHER RESOLVED that the financial plan be established as follows:

Project Budget	
Consultant Fees	\$15,000.00
Construction Costs	\$262,500.00
Other Construction Costs	\$31,000.00
Project Administration	\$7,500.00
Construction Contingency	\$30,000.00
Furniture, Fixtures, and Equipment	\$38,917.00
Telecommunications	\$0.00
Relocation Costs	\$0.00
Total Project Budget	\$384,917.00
Funding Source	
NPHC Plots McDonald budget	\$384,917.00

BE IT FURTHER RESOLVED that this be paid from the NPHC Plots McDonald budget funded by the NPHC Plots, VPSA One Time Funding, and Administrative Services Operating budgets.

BE IT FURTHER RESOLVED that the Vice President for Administrative Services or the University Architect and Director of Planning, Design & Construction be authorized to sign the agreement with the selected contractor, incorporated herein by reference, and perform those acts necessary to carry out and perform the terms of the agreement. With approval of the above project budget, authorization is also provided to further sign agreements or amendments to existing agreements directly related to this project as long as the approved project budget is not exceeded.

VOTE: AYE _____

NAY _____

COMMENTS:

The bids received on this project are as follows:

Contractor	Base Bid
Nabholz Construction Services	\$262,500.00
Bales Construction Company, Inc.	\$268,000.00
Carson-Mitchell, Inc.	\$293,850.00
Kenmar Construction, Inc.	\$418,450.00

This project constructs National Pan-Hellenic Council (NPHC) plots on the east patio of McDonald Arena. The National Pan-Hellenic Council is a collaborative organization of nine historically African American, international, Greek-letter fraternities and sororities known as the Divine Nine. As the Missouri State University chapters do not have fraternity or sorority houses to gather within, these plots will create a physical and symbolic National Pan-Hellenic Council presence on the campus. The work includes erecting two stone pergolas and pouring concrete footings and patio. The work is scheduled to be complete during the 2018 fall semester.

Other construction costs include the installation of plaques which display the crests of each of the nine National Pan-Hellenic Council sororities and fraternities, power washing of the patio and wall, and ADA compliant sidewalk modifications. This work will be accomplished through the Campus Construction Team and the University's job order contract to ensure completion of the work prior to the erection of the stone pergolas.

This project will be paid from the NPHC Plots McDonald budget funded by the NPHC Plots (\$12,389.72), VPSA One Time Funding (\$357,527.28), and Administrative Services Operating (\$15,000.00) budgets.

III.F.4.

RECOMMENDED ACTION – Approval of bids and award of a contract for the creation of a temporary parking lot at the Mill Street Warehouse.

The following resolution was moved by _____ and seconded by _____:

BE IT RESOLVED by the Board of Governors for Missouri State University that the low bid of APAC-Central, Inc. in the amount of One Hundred Eighty-eight Thousand and 00/100ths dollars (\$188,000.00) for alternate 1 for the creation of a temporary parking lot at the Mill Street Warehouse be accepted, approved, and awarded.

BE IT FURTHER RESOLVED that the financial plan be established as follows:

Project Budget	
Consultant Fees	\$18,728.00
Construction Costs	\$188,000.00
Project Administration	\$6,272.00
Construction Contingency	\$47,000.00
Furniture, Fixtures, and Equipment	\$0.00
Telecommunications	\$0.00
Relocation Costs	\$0.00
Total Project Budget	\$260,000.00
Funding Source	
Transit Parking Lots Reserves budget	\$260,000.00
Total Funding Source	\$260,000.00

BE IT FURTHER RESOLVED that this be funded by the Transit Parking Lots Reserves budget.

BE IT FURTHER RESOLVED that the Vice President for Administrative Services or the University Architect and Director of Planning, Design & Construction be authorized to sign the agreement with the selected contractor, incorporated herein by reference, and perform those acts necessary to carry out and perform the terms of the agreement. With approval of the above project budget, authorization is also provided to further sign agreements or amendments to existing agreements directly related to this project as long as the approved project budget is not exceeded.

VOTE: AYE _____

NAY _____

COMMENTS:

The bids received on this project are as follows:

Contractor	Base Bid	Alternate 1	Alternate 2	Total (Alt. 1 Only)
APAC-Central, Inc.	\$164,000.00	\$188,000.00	\$169,000.00	\$188,000.00

This project includes paving the existing gravel parking lot adjacent to the Mill Street Warehouse. The lot is considered temporary. Jordan Creek underlies the property, and the City has an interest in acquiring the property for the purpose of daylighting Jordan Creek in the future. The work includes resurfacing the lot and providing lighting. The work is scheduled to be complete prior to the fall 2018 semester.

Alternate 1 includes all work included in the base bid with the substitution of asphalt pavement in lieu of chip and seal. It is recommended that this alternate be accepted in place of the base bid.

Alternate 2 includes concrete paving for ADA parking stalls and the walkway in lieu of asphalt. This alternate is not being accepted due to cost.

While only one bid was received for this project, it was in line with the anticipated costs and it is recommended that it be accepted.

This project will be funded by the Transit Parking Lots Reserves (\$260,000.00) budget.

III.F.5.

RECOMMENDED ACTION – Approval of bids and award of a contract for the renovation of rooms 311 and 315 in Carrington Hall.

The following resolution was moved by _____ and seconded by _____:

BE IT RESOLVED by the Board of Governors for Missouri State University that the low bid of Bales Construction Company, Inc. in the amount of Two Hundred Forty-six Thousand Fifty-five and 00/100ths dollars (\$246,055.00) for the base bid plus alternates 1, 2, and 3 for the renovation of rooms 311 and 315 in Carrington Hall be accepted, approved, and awarded.

BE IT FURTHER RESOLVED that the financial plan be established as follows:

Consultant Fees	\$27,500.00
Construction Costs	\$246,055.00
Other Construction Costs	\$12,500.00
Project Administration	\$6,536.75
Construction Contingency	\$36,908.25
Furniture, Fixtures, and Equipment	\$56,000.00
Telecommunications	\$7,500.00
Relocation Costs	\$4,000.00
Total Project Budget	\$397,000.00
Funding Source	
Carrington Human Resources Room 311/315 Renovation budget	\$397,000.00
Total Funding Source	\$397,000.00

BE IT FURTHER RESOLVED that this be paid from the Carrington Human Resources Room 311/315 Renovation budget funded by the Administrative Services Operating budget.

BE IT FURTHER RESOLVED that the Vice President for Administrative Services or the University Architect and Director of Planning, Design & Construction be authorized to sign the agreement with the selected contractor, incorporated herein by reference, and perform those acts necessary to carry out and perform the terms of the agreement. With approval of the above project budget, authorization is also provided to further sign agreements or amendments to existing agreements directly related to this project as long as the approved project budget is not exceeded.

VOTE: AYE _____

NAY _____

COMMENTS:

The bids received on this project are as follows:

Contractor	Base Bid	Alternate 1	Alternate 2	Alternate 3	Total (Base Bid + Alt. 1, 2, & 3)
Bales Construction Company, Inc.	\$180,000.00	\$36,830.00	\$10,300.00	\$18,925.00	\$246,055.00
Rio Contracting, LLC	\$184,900.00	\$46,900.00	\$8,250.00	\$18,500.00	\$258,550.00
Kenmar Construction, Inc.	\$199,000.00	\$40,224.00	\$9,954.00	\$21,156.00	\$270,334.00

This project renovates rooms 311 and 315 in Carrington Hall to meet the needs of the Human Resources office. The work includes selective demolition and construction of walls and ceilings. This project updates finishes, signage, mechanical units, power, and lighting. The work is scheduled to be complete during the 2018 fall semester.

Alternate 1 replaces fan coil unit controls and associated ductwork. Alternate 2 provides new doors and hardware in existing frames. Alternate 3 replaces branch sections of hydronic and condensate piping. It is recommended that these alternates be accepted.

Other construction costs include asbestos removal within rooms 311 and 315.

This project will be paid from the Carrington Human Resources Room 311/315 Renovation budget funded by the Administrative Services Operating (\$397,000.00) budget.

III.F.6.

RECOMMENDED ACTION - Approval of an agreement granting a Drainage, Sanitary Sewer and Temporary Construction easement to the Twin Lakes Properties, LLC to allow for property development by Twin Lakes Properties to the east of The Woodlands.

The following resolution was moved by _____ and seconded by _____:

WHEREAS, Twin Lakes Properties seeks to develop a neighborhood to the east of The Woodlands; and

WHEREAS, as part of the process to provide sanitary sewer to the neighborhood development, a new easement will be required for the purpose of allowing the Twin Lakes Properties the ability to maintain this new line once constructed is approved;

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors of Missouri State University that the Drainage, Sanitary Sewer and Temporary Construction easement, copy attached, be approved, subject to the terms and conditions set forth therein.

BE IT FURTHER RESOLVED that the Vice President for Administrative Services or the University Architect and Director of Planning, Design & Construction be authorized to sign the easement, incorporated herein by reference, and perform those acts necessary to carry out and perform the terms of the agreement.

VOTE: **AYE** _____

NAY _____

COMMENTS:

In exchange for the Drainage, Sanitary Sewer and Temporary Construction easement, Twin Lakes Properties shall build a fence between the two properties. Twin Lakes Properties will provide maintenance for the fence for a period of three years after installation, at which time the responsibility for the maintenance transfers to Missouri State University. Missouri State University will also maintain an access point to The Woodlands via the existing property access easement on Twin Lakes property.

**DRAINAGE EASEMENT, SANITARY SEWER EASEMENT
AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

THIS DRAINAGE EASEMENT, SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("AGREEMENT"), made this day of June, 2018, by and between The Board of Governors of Missouri State University, a Missouri public institution of higher education ("Grantor") and Twin Lakes Properties, LLC ("Grantee"). The mailing address of Grantor is 901 S. National Avenue, Springfield, Missouri 65897. The mailing address of Grantee is 3045 E. Chestnut Expressway, Suite B, Springfield, Missouri 65802.

WITNESSETH, that said Grantor, in consideration for all materials and labor to install a fence and gates between the Woodlands property and Twin Lakes property as described in Exhibit A and permanent access by the Grantor to the Woodlands via the existing Twin Lakes property access area as described in Exhibit B, does by these presents grant, bargain and sell, convey and confirm unto the said Grantee, its successors and assigns, the following described real estate and interests in real estate in the County of Greene, State of Missouri, to-wit:

The **Easement Areas more fully described in Exhibits C, D, & E** for a Drainage Easement (Exhibit C), Sanitary Sewer Easement (Exhibit D), and a Temporary Construction Easement (Exhibit E) together with the right, privilege and authority to construct and maintain a drainage system and sanitary sewer system or for such other purposes hereinabove set out, together with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the said Grantee, and unto its successors and assigns, forever; the said Grantor hereby covenanting on its part and on behalf of its successors and assigns that said Grantor is lawfully seized on an indefeasible estate in fee in the premises herein conveyed; that said Grantor has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by Grantor to those under whom Grantor claims; and that said Grantor will warrant and defend the title to said premises unto the said Grantee and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year and none.

Said Grantor further covenants on its part and on behalf of its successors and assigns that said Grantor will not cause any building to be erected on the real estate herein conveyed without the express approval of the Grantee.

Grantee shall be responsible for maintenance and upkeep of the fence and gates for three (3) years after installation, at which time responsibility for maintenance transfers to Grantor. Grantor and Grantee shall each, separately, have the right to extend the fence to the north or south at any point in the future. All extensions of the fence shall adhere to construction specifications set forth in this Agreement. The party that extends the fence shall bear the full expense and maintenance of the new sections. Grantor and grantee agree that homeowners shall be allowed to build a fence on their own property next to the new fence but not attached to it, provided that access to the gates not be impeded.

By acceptance of this conveyance, said Grantee hereby covenants on its behalf, and on the behalf of its successors and assigns, that it will for the benefit of the Grantor, its successors and assigns, restore the real estate herein conveyed as nearly as reasonably possible to the same condition in which it existed immediately prior to any construction activity caused by Grantee, as may be done thereon and therein from time to time, all within a reasonable time thereafter; the Grantee further covenanting in this regard that it will, among other things, (1) insofar as reasonably possible cause any excavation upon the real estate to be backfilled and graded to the original grade; (2) remove, insofar as reasonably possible, all debris resulting from construction; (3) cause the re-seeding of any disturbed area; (4) use reasonable care to preserve those

trees located within the easement; and (5) provide, at reasonable times during construction, access to the Grantor's property, where any excavation upon the real estate might otherwise interfere therewith.

The easement shall also confer to the Grantee the right to trim and/or remove all trees, shrubs, bushes, plantings, and other vegetation located within the easement.

Grantee shall be responsible for claims and losses resulting from any negligent performance or breach of Grantee's obligations under this Agreement committed by Grantee or any of its employees or agents for whom Twin Lakes Properties is legally responsible. Twin Lakes Properties shall provide the legal defense for claims against University or its employees as a result of any alleged malfeasance or neglect caused or alleged to have been caused by Grantee, its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said Grantee.

Grantor shall be responsible for claims and losses resulting from any negligent performance or breach of Grantor's obligations under this Agreement committed by Grantor or any of its employees, agents, or visitors.

The Grantor, its tenants, successors and assigns, shall have the right to use and enjoy the said premises fully, except for the rights and privileges hereinbefore granted to the Grantee; provided however, that no building, structures, or improvements shall be erected or placed upon said easement, nor shall the terrain be altered without the prior written consent of Grantee, nor shall any other utilities be placed in, on, through, over or across the easement without the prior written consent of both parties; that the use of said premises shall at all times be subject to such acts and uses by Grantee as may be necessary for the purposes herein set forth.

The temporary construction easement granted in this Agreement is limited to the uses and purposes herein before expressed and for no other purpose whatsoever. This temporary construction easement shall terminate one (1) year from the date notice to proceed is issued by the Grantee for construction to begin, or upon the expiration of six (6) months after completion and acceptance of the construction project by Grantee, whichever shall occur last. Grantor agrees that this temporary construction easement shall be binding upon Grantor's successors and assigns and that in the event the premises subject to the easement is sold, assigned or conveyed, the purchaser or grantee thereof shall be advised of the existence of this temporary grant and that said transfer shall be made subject to the rights of the Grantee herein.

The foregoing covenants shall run with the land and are binding upon Grantor and Grantor's successors and assigns.

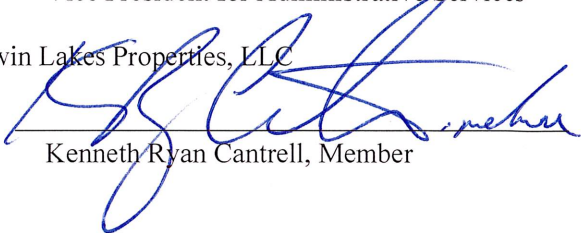
IN WITNESS WHEREOF, the said Grantor and Grantee have executed the above the day and year first above written.

Grantor: The Board of Governors of Missouri State University

By: _____

Matthew D. Morris
Vice President for Administrative Services

Grantee: Twin Lakes Properties, LLC

By:  _____

Kenneth Ryan Cantrell, Member

MISSOURI ACKNOWLEDGMENT

STATE OF MISSOURI

COUNTY OF GREENE

On this _____ day of _____, 2018, before me, a Notary Public in and for said state, personally appeared Matthew D. Morris, to me known to be the person who being duly sworn, did say that he is the Vice President for Administrative Services for the Board of Governors of Missouri State University, a Public Institution of Higher Education, and that said document was signed on behalf of said Board of Governors by virtue of and in accordance with authority granted at the Board of Governors and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I, have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri the day and year first above written.

My commission expires:

Notary Public

MISSOURI ACKNOWLEDGMENT

STATE OF MISSOURI

COUNTY OF GREENE

On this 4th day of June, 2018, before me, a Notary Public in and for said state, personally appeared Kenneth Ryan Cantrell, to me known to be the person who being duly sworn, did say that he is a member of Twin Lakes Properties, LLC, and that said document was signed on behalf of said Twin Lakes Properties, LLC by virtue of and in accordance with authority granted by Twin Lakes Properties, LLC and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I, have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri the day and year first above written.

My commission expires:

February 25, 2019

Alyson Sands
Notary Public

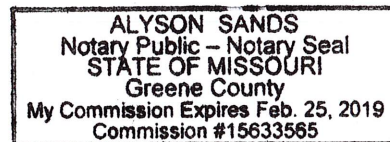


Exhibit A

Fence and Gate Installation

The Grantee shall bear all materials and expenses for building a new fence spanning the southern boundary between the property of the Grantee and that of the Grantor as noted on the following plan. The fence shall be, at minimum, a six-strand barbed-wire fence with T-posts, wooden corner posts and H-braces where needed. The T-posts shall be placed no greater than 12 feet apart, and the distance between corner posts and/or H-braces shall be no greater than 100 feet. The T-posts shall be 6.5 feet long and 1.33 lb/foot grade. The barbed wire shall be minimum 12 ½ gauge, Red Brand or equivalent, with 4-point barbs. H-braces or wooden corner posts must be installed in any area where the elevation change over a distance of 50 feet is greater than or equal to 6 feet. Wooden posts for H-braces and corner posts shall be a minimum of 5 inches in diameter and pressure treated. The southern-most end of the fence line will be at (approximately) Lat: 37.262284, Lon: -93.323881, while the northern-most end of the fence line will be at (approximately) Lat: 37.266772, Lon: -93.328342.

The Grantee will bear all materials and expenses for installing two new gates to coincide with the two main access points to the woodlands property from the Access Easement. Each gate will be 16 feet long and (at minimum) be livestock grade constructed from tube steel. The posts on either side of each gate will be pipe steel with a minimum wall thickness of ¼ inch and minimum 4 inch diameter. These standards will protect against vandalism and damage from movement of heavy equipment. Each gate shall be rigged to prevent easy removal to avoid theft. The gate locations, to be confirmed on site during construction by Grantor, are Gate 1 (accessing the power line cut) at Lat: 37.264247, Lon: -93.328437 and Gate 2 (accessing the city sewer easement trail) at Lat: 37.264827, Lon: -93.328409.

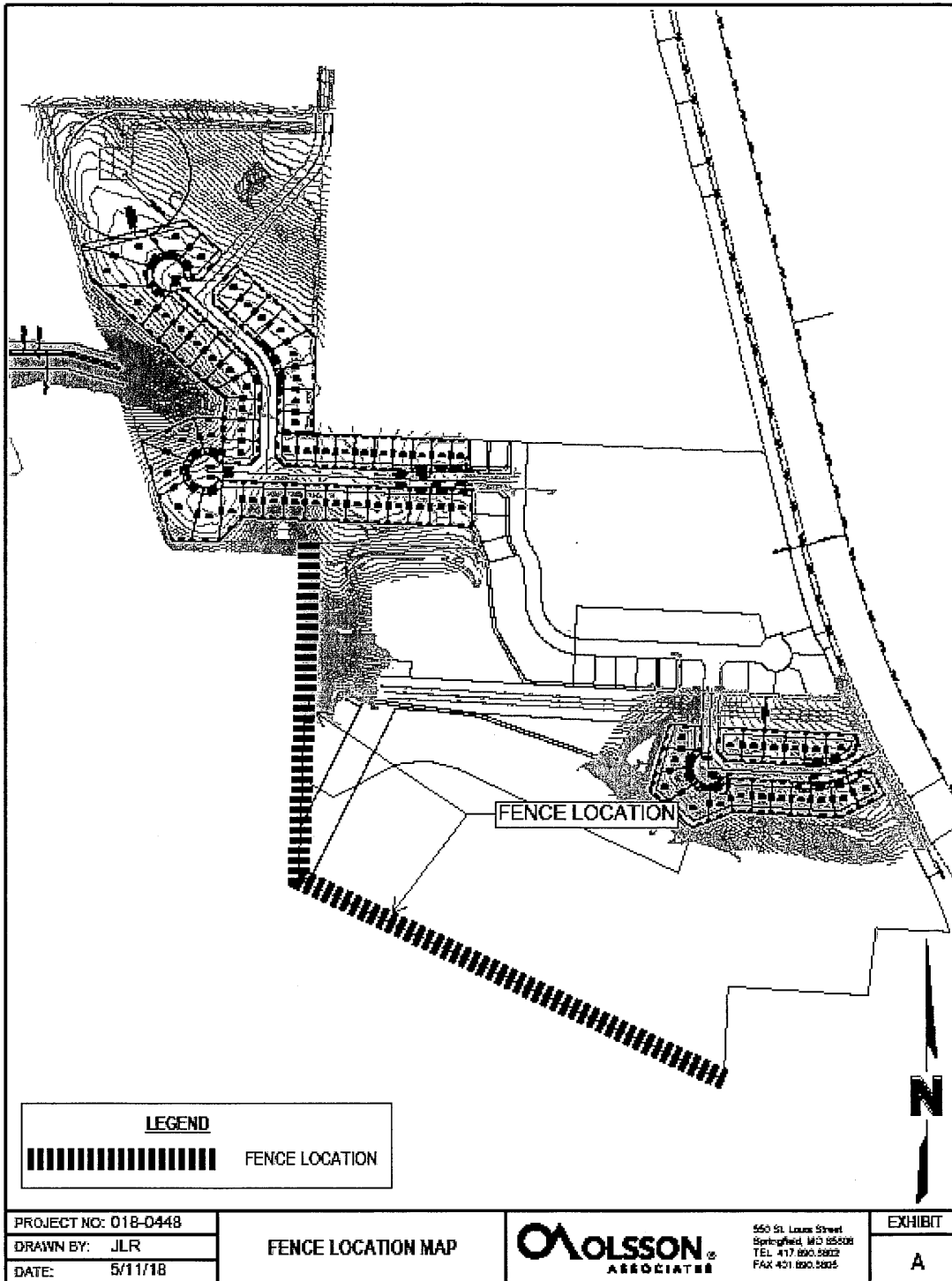




Exhibit B

Existing Access Area

The existing access area shall be provided by the Grantee to the Grantor for access to The Woodlands. The easement will allow for un-inhibited access for Missouri State University and maintenance personnel to transport any equipment or vehicles deemed necessary for operations (e.g. pickup trucks, UTVs, ATVs, trailers, SUVs, cars, logging trucks, tractor trailers, tractors, etc.) in and out of the property using N Farm Road 139 as the main access point. See attached map for existing access pathway. Development of property by Grantee will impact existing access. After development, Grantee shall continue to provide access from N Farm Road 139 to the Woodlands and the gates noted in Exhibit A.



LEGEND	
	FENCE LOCATION
	ACCESS LOCATION



PROJECT NO: 018-0448	ACCESS LOCATION MAP	MOLSSON ASSOCIATES	550 St. Louis Street Springfield, MO 65806 TEL: 417.896.2822 FAX: 417.896.2825	EXHIBIT
DRAWN BY: JLR			B	
DATE: 5/11/18				

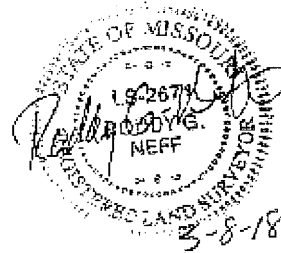
EXHIBIT C

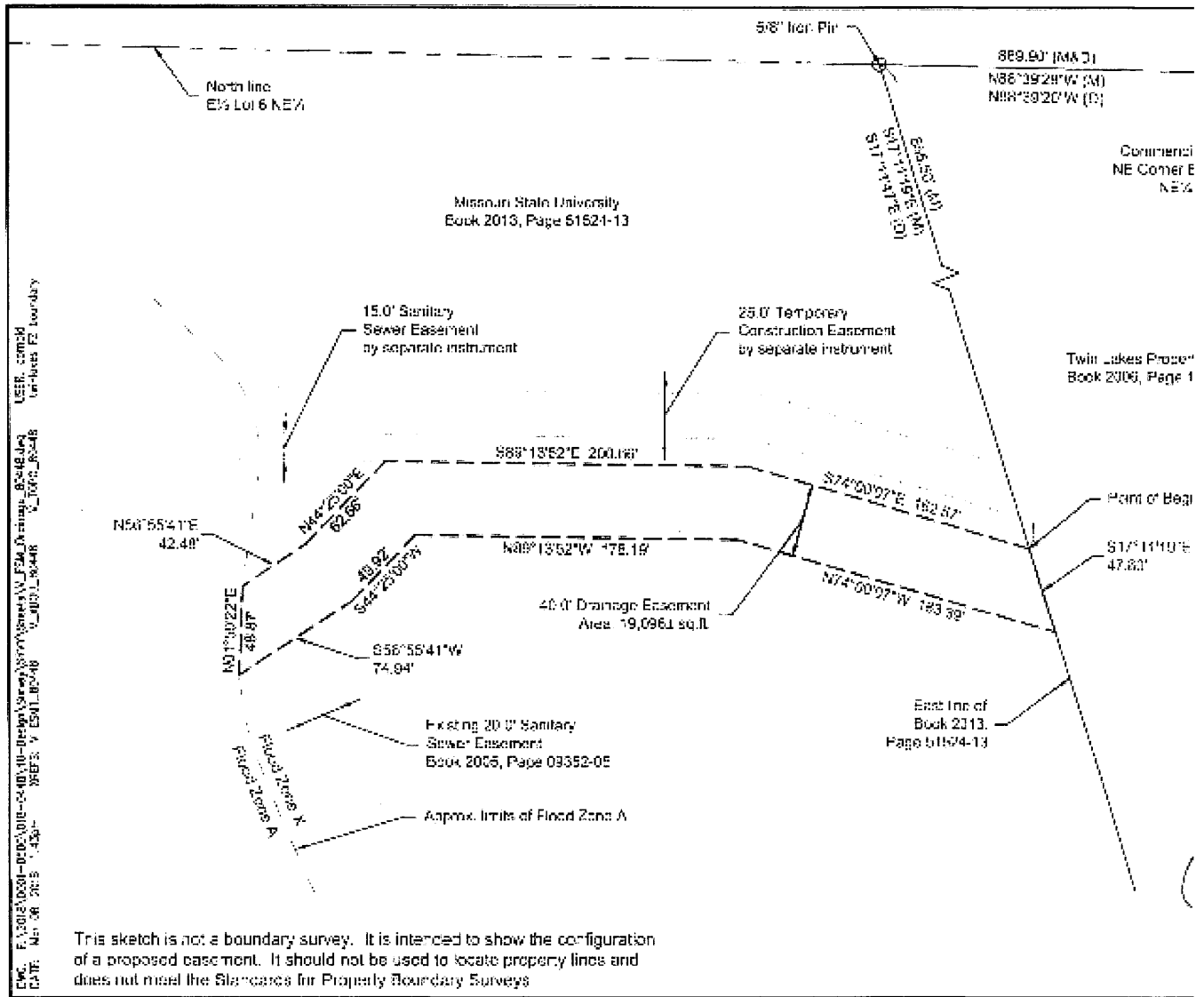
A 40.0 FEET WIDE PERPETUAL DRAINAGE EASEMENT:

All that part of the East One-Half (E½) of Lot 6 of the Northeast Fractional Quarter (NE¼) of Section 4, Township 29 North, Range 22 West, Greene County, Missouri, being a part of the tract of land described in the Warranty Deed recorded in the Greene County Recorder's Office in Book 2018 at Page 51524-13, and being more particularly described as follows:

COMMENCING at Northeast corner of said E½ of Lot 6 of the NE¼; thence N85°39'28"W along the North line of said E½ of Lot 6 of the NE¼, a distance of 889.90 feet to an existing 6/8" iron pin; thence S17°11'13"E, along the East line of said tract of land, a distance of 855.50 feet to the POINT OF BEGINNING; thence continuing S17°11'13"E, along said East line, a distance of 47.90 feet; thence N74°00'07"W, a distance of 185.98 feet; thence N88°43'52"W, a distance of 178.19 feet; thence S44°25'00"W, a distance of 49.92 feet; thence S56°55'41"W, a distance of 74.84 feet to the approximate limits of Flood Zone A; thence NU°59'22"L, along said approximate limits, a distance of 18.87 feet; thence N56°55'41"L, a distance of 42.48 feet; thence N44°25'00"E, a distance of 62.68 feet; thence S89°13'52"E, a distance of 200.00 feet; thence S74°00'07"E, a distance of 162.57 feet to the POINT OF BEGINNING.

Containing 19,096 square feet, more or less, and subject to any rights-of-way, easements, and restrictions of record.





PROJECT NO:	018 0440
DRAWN BY:	CJA
DATE:	03.08.18

DRAINAGE EASEMENT



 2018
 03/08/18
 CJA

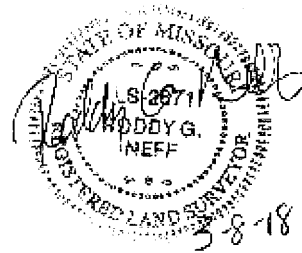
EXHIBIT D

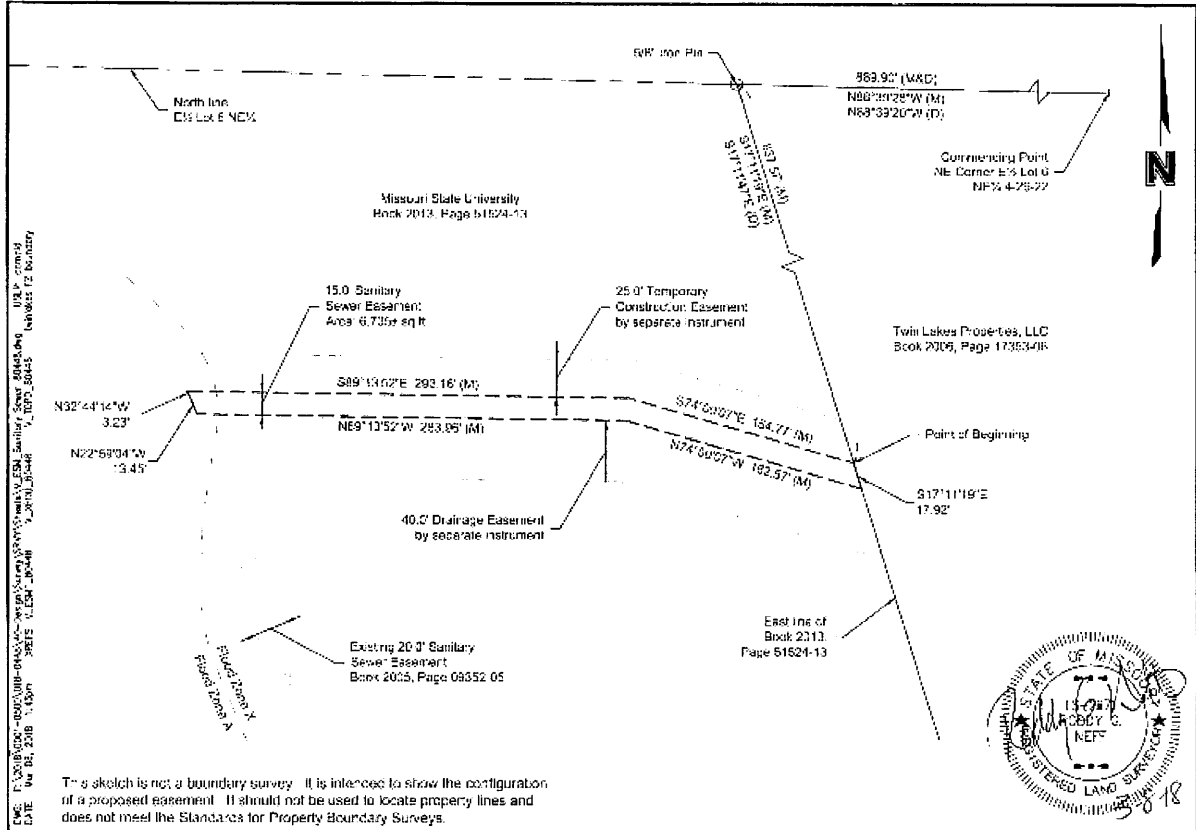
A 15.0 FEET WIDE PERPETUAL SANITARY SEWER EASEMENT.

All that part of the East One-Half (E½) of Lot 6 of the Northeast Fractional Quarter (NE¼) of Section 4, Township 29 North Range 22 West Greene County, Missouri, being a part of the tract of land described in the Warranty Deed recorded in the Greene County Recorder's Office in Book 2013 at Page 51524-13, and being more particularly described as follows:

COMMENCING at Northeast corner of said E½ of Lot 6 of the NE¼; thence N85°39'28"W, along the North line of said E½ of Lot 6 of the NE¼, a distance of 889.93 feet to an existing 5/8" iron pin; thence S17°11'19"E, along the East line of said tract of land, a distance of 837.57 feet to the POINT OF BEGINNING, thence continuing S17°11'19"E, along said East line, a distance of 17.92 feet; thence N74°00'07"W, a distance of 162.57 feet; thence N89°13'52"W, a distance of 263.96 feet to a point on the East line of an existing Sanitary Sewer Easement recorded in Book 2005 at Page 09352-35 in the Greene County Recorder's Office; thence N22°59'04"W, along said East line of easement, a distance of 13.45 feet; thence N32°44'14"W, along said East line of easement, a distance of 2.23 feet; thence S89°13'52"E, a distance of 293.16 feet; thence S74°00'07"E, a distance of 156.77 feet to the POINT OF BEGINNING

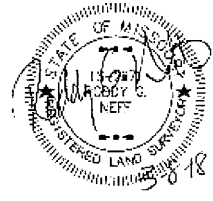
Containing 6 705 square feet, more or less, and subject to any rights of way, easements, and restrictions of record.





THIS SKETCH IS NOT A BOUNDARY SURVEY. IT IS INTENDED TO SHOW THE CONFIGURATION OF A PROPOSED EASEMENT. IT SHOULD NOT BE USED TO LOCATE PROPERTY LINES AND DOES NOT MEET THE STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

This sketch is not a boundary survey. It is intended to show the configuration of a proposed easement. It should not be used to locate property lines and does not meet the Standards for Property Boundary Surveys.



PROJECT NO: 018-0648	SANITARY SEWER EASEMENT	MOLSSON ASSOCIATES	391 St. Louis Square St. Louis, MO 63106 TEL: 314.992.2500 FAX: 314.250.8500	FX-481T
DRAWN BY: CCA			D	
DATE: 03/08/18				

EXHIBIT E

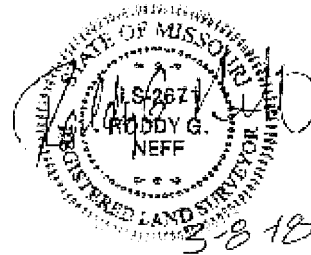
A 25.0 FEET WIDE TEMPORARY CONSTRUCTION EASEMENT

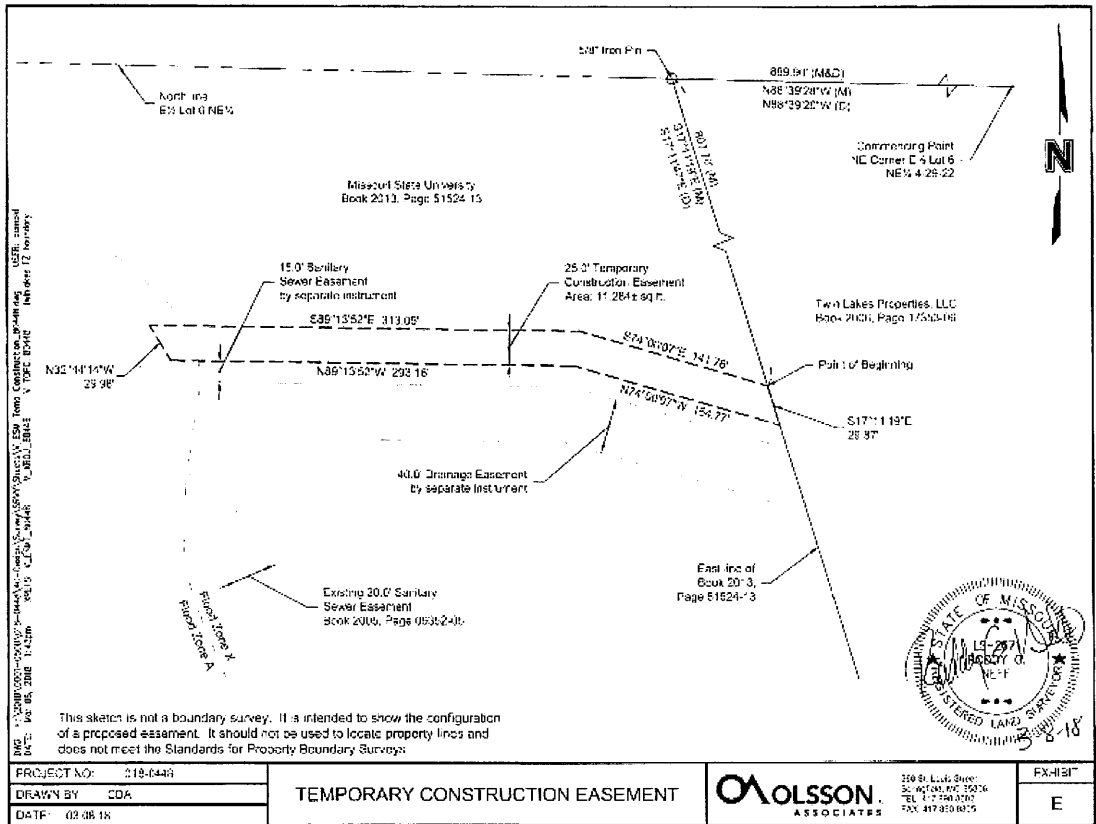
All that part of the East One-Half (1/2) of Lot 6 of the Northeast Fractional Quarter (NE¼) of Section 4, Township 28 North, Range 22 West, Greene County, Missouri, being a part of the tract of land described in the Warranty Deed recorded in the Greene County Recorder's Office in Book 2013 at Page 51524-13, and being more particularly described as follows:

COMMENCING at Northeast corner of said E½ of Lot 6 of the NE¼; thence N68°34'26"W, along the North line of said E½ of Lot 6 of the NE¼, a distance of 839.90 feet to an existing 5/8" iron pin; thence S17°11'19"E, along the East line of said tract of land, a distance of 807.70 feet to the POINT OF BEGINNING; thence continuing S17°11'19"E, along said East line, a distance of 29.87 feet; thence N74°00'07"W, a distance of 154.77 feet; thence N89°13'52"W, a distance of 293.18 feet to a point on the East line of an existing Sanitary Sewer Easement recorded in Book 2005 at Page 09352-05 in the Greene County Recorder's Office; thence N52°44'14"W, along said East line of easement, a distance of 25.88 feet; thence S59°13'52"E, a distance of 313.05 feet; thence S74°00'07"W, a distance of 141.78 feet to the POINT OF BEGINNING.

Containing 11,264 square feet, more or less, and subject to any rights of way, easements, and restrictions of record.

Said Temporary Construction Easement to terminate upon completion and acceptance of improvements.





This sketch is not a boundary survey. It is intended to show the configuration of a proposed easement. It should not be used to locate property lines and does not meet the Standards for Property Boundary Surveys.



PROJECT NO:	218-0448
DRAWN BY:	COA
DATE:	02-08-18

TEMPORARY CONSTRUCTION EASEMENT

MOLSSON ASSOCIATES
 210 S. L. & S. Street
 St. Louis, MO 63104
 TEL: 314-380-3300
 FAX: 314-380-3075

FX-HISIT
E

MISSOURI STATE UNIVERSITY

III.G.1.

BE IT RESOLVED by the Board of Governors for Missouri State University that the actions indicated for academic employees, as itemized below, are hereby approved.

RANKED FACULTY APPOINTMENT:

<u>Name</u>	<u>Position-Department</u>	<u>Salary</u>	<u>Effective</u>
Joseph Price	Department Head Professor with Tenure Theatre & Dance (12-month appointment)	\$100,000 annually	07/01/18
Tiglet Besara	Assistant Professor Physics, Astronomy & Mat Science	\$61,000 annually	08/13/18
Olen L. Greer	Professor School of Accountancy (50% FTE)	\$53,370 annually	08/13/18 05/17/19
Daniel Ketter	Assistant Professor Music	\$51,000 annually	08/13/18
Nicole West	Assistant Professor Counseling, Leadership & Special Ed	\$55,000 annually	08/13/18

UNRANKED FACULTY APPOINTMENTS (Term):

<u>Name</u>	<u>Position-Department</u>	<u>Salary</u>	<u>Effective</u>
Rhonda Bishop	Clinical Instructor Childhood Ed & Family Studies	\$42,000 annually	08/13/18 05/17/19
David Hicks	Instructor Art & Design	\$40,000 annually	08/13/18 05/17/19
Cristina Pippa	Instructor Media, Journalism & Film	\$40,000 annually	08/13/18 05/17/19
Jason Shepard	Instructor Sociology & Anthropology	\$40,000 annually	08/13/18 05/17/19

(See Addendum A for Per Course Faculty Appointments)

(See Addendum B for Summer Appointments)

(See Addendum C for Supplemental Payments)

(See Addendum D for Graduate Teaching Assistant Appointments)

RESIGNATIONS:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Melanie Dreyer-Lude	Associate Professor Theatre & Dance	05/18/18
Kristin A. Paloncy	Clinical Instructor Sports Medicine & Athletic Training	05/18/18
Brittany Wittenberg	Assistant Professor Childhood Ed & Family Studies	05/18/18
Erin Buchanan	Associate Professor Psychology	12/14/18
Jennifer Rojas-McWhinney	Assistant Professor Childhood Ed & Family Studies	12/14/18

RETIREMENTS:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Susan L. Baldwin	Instructor Greenwood	05/18/18
Bruce J. West	Professor Art & Design	05/18/18
Janice S. Greene	Professor Biology	05/17/19

NON-REAPPOINTMENTS:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Sockju Kwon	Clinical Assistant Professor Biomedical Sciences	05/18/18

Tracey L. Poston	Clinical Assistant Professor Biomedical Sciences	05/18/18
Maria Stepanova	Associate Professor Physics, Astronomy & Materials Science	05/18/18
Florence O. Uruakpa	Assistant Professor Biomedical Sciences	05/17/19

SEPARATION FROM EMPLOYMENT:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Hariharan Naganathan	Visiting Assistant Professor Technology & Construction Management	05/18/18

LEAVE WITH PAY:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Ronald Del Vecchio	Dean	04/28/17
	College of Agriculture	07/31/17
	Professor	&
	Agriculture	08/01/17
		10/24/17

CHANGE OF STATUS:

<u>Name</u>	<u>Position-Department</u>	<u>Action</u>	<u>Effective</u>
George Connor	Department Head	Continuation of	07/01/18
	Professor	Appointment	06/30/23
	Political Science	& Salary Adjustment	
	From: \$107,502 annually To: \$112,502 annually		
Victor H. Matthews	Dean	Continuation of	07/01/18
	College of Humanities & Public Affairs	Appointment	06/30/23
	Professor	& Salary Adjustment	
	Religious Studies From: \$145,128 annually To: \$149,628 annually		

Academic Personnel Board Actions, cont'd.

Page 4

Chin-feng Hwang	From: Professor Agriculture \$73,249 annually (9-month appointment) To: Department Head Professor Environmental Plant Science & Natural Resources \$83,249 annually (10-month appointment)	Status Change & Salary Adjustment	08/01/18
Arbindra Rimal	From: Professor Agriculture \$77,573 annually (9-month appointment) To: Department Head Professor Agribusiness, Agricultural Education & Communications \$92,573 annually (10-month appointment)	Status Change & Salary Adjustment	08/01/18
Gary W. Webb	From: Professor Agriculture \$77,562 annually (9-month appointment) To: Department Head Professor Animal Science \$87,562 annually (10-month appointment)	Status Change & Salary Adjustment	08/01/18
Bruce J. West	From: Professor Art & Design To: Faculty Emeritus Art & Design	Status Change	08/01/18
Nikolay Gerasimchuk	Professor Chemistry From: \$73,097 annually To: \$78,097 annually	Salary Adjustment	08/13/18

Eric Nelson	Professor History From: \$74,296 annually To: \$79,296 annually	Salary Adjustment	08/13/18
Michael Reed	Professor Physics, Astronomy & Materials Science From: \$77,087 annually To: \$82,087 annually	Salary Adjustment	08/13/18
Gwen Walstrand	Professor Art & Design From: \$64,722 annually To: \$69,722 annually	Salary Adjustment	08/13/18
Steve Willis	Professor Art & Design From: \$64,865 annually To: \$69,865 annually	Salary Adjustment	08/13/18

REAPPOINTMENTS:

Non-tenured, unranked faculty, effective August 13, 2018 through May 17, 2019, unless otherwise noted.

COLLEGE OF AGRICULTURE

Department of Agriculture

William Boyer	Instructor
Nathan Fent	Instructor
Katelyn McCoy	Instructor
Marilyn B. Odneal	Clinical Instructor
Christine E. Sudbrock	Instructor
Susan Webb	Senior Instructor

COLLEGE OF ARTS & LETTERS

Department of Art & Design

Robin Lowe	Instructor
Iwona Zalewski-Duszek	Senior Instructor

Department of Modern & Classical Languages

Melanie Kleeschulte

Instructor

Luis F. Lombilla

Senior Instructor

Weirong Schaefer

Senior Instructor

Corinne E. Shirley

Senior Instructor

COLLEGE OF NATURAL & APPLIED SCIENCES

Department of Geography, Geology & Planning

Damon Bassett

Senior Instructor

Deborah Corcoran

Senior Instructor

Linnea Iantria

Senior Instructor

GRANTED TENURE:

(Effective August 13, 2018, unless otherwise noted)

COLLEGE OF BUSINESS

Department of Technology & Construction Management

Nebil Buyurgan

Professor

Vote: _____ Yea

_____ Nay

COMMENTS:

Tiglet Besara, Assistant Professor, Physics, Astronomy & Materials Science

Ph.D. Florida State University, 2011
M.S. Florida State University, 2007
M. Phil. Stockholm University, 2004

Experience: 2017 – Present, Visiting Assistant Professor, Missouri State University, Springfield, Missouri; 2016 – 2017, Scientific Consultant, Whalen Consulting, LLC, Tallahassee, Florida; 2012 – 2017, Postdoctoral Scholar, National High Magnetic Field Laboratory, Tallahassee, Florida; 2015 – 2016, Joint Postdoctoral Scholar, Columbia University, New York, New York.

Daniel Ketter, Assistant Professor, Music

D.M.A. Eastman School of Music, ABD
M.M. Johns Hopkins University, 2013
B.M Eastman School of Music, 2010
B.A. University of Rochester, 2010

Experience: 2013 – Present, Instructor & Teaching Assistant, Eastman School of Music, Rochester, New York; 2013 – 2016, Teaching Assistant, Eastman School of Music, Rochester, New York; 2016 – Present, Cello Faculty & Chamber Music Co-Coordinator, Hochstein School of Music & Dance, Rochester, New York; 2017, Co-Director, Chamber Music Connections, Hochstein School of Music, Rochester, New York; 2014 – 2015, Chamber Music Coach, Rochester Philharmonic Youth Orchestra, Rochester, New York; 2012 – 2013, Assistant Ensemble & Chamber Music Coach, Baltimore School for the Arts; Baltimore, Maryland; 2011 – 2013, Pedagogy Internship, Peabody Conservatory, Baltimore, Maryland; 2012 – 2013, Substitute Chamber Music Coach, Peabody Preparatory, Baltimore, Maryland; 2012 – 2013, Substitute cello & music theory teacher for OrchKids, Baltimore, Maryland; 2007, Heartland Chamber Music Academy, Kansas City, Missouri.

Joseph Price, Department Head, Professor with Tenure, Theatre & Dance

M.F.A. Southern Methodist University, 1991
B.F.A. University of Minnesota, 1988

Experience: 2012 – Present, Program Director, University of Minnesota, Minneapolis, Minnesota; 2008 – 2012, Professor of Theatre, Buffalo State College, Buffalo, New York; 1997 – 2008, Director of BA Program, University of Missouri – Kansas City, Kansas City, Missouri; 1999 – 2009, 2015 – Present, Theatre/Musical Theatre Department Head, Production Coordinator & Theatre/Musical Theatre Faculty, Perry-Mansfield Summer Arts School, Steamboat Springs, Colorado; 1995 – 1997, Assistant Professor, Millikin University, Decatur, Illinois.

Nicole M. West, Assistant Professor, Counseling, Leadership & Special Ed

Ph.D.	University of South Florida, 2011
M.Ed.	University of South Florida, 1999
B.A.	University of South Florida, 1997

Experience: 2014 – Present, Adjunct Instructor, University of South Florida, Tampa, Florida; 2013, Adjunct Instructor/Dissertation Chair, Grand Canyon University, Phoenix, Arizona; 2009 – Present, Adjunct Instructor, University of South Florida, Tampa, Florida; 2001 – 2006, Adjunct Instructor, University of South Florida, Tampa, Florida; 2016 – 2017, Assistant Director, University of South Florida, Tampa, Florida; 2012 – 2015, Assistant Director, University of South Florida, Tampa, Florida; 2011 – 2012, Assistant Principal, Village of Excellence Academy, Tampa, Florida; 2008 – 2011, Senior Graduate Research Assistant, University of South Florida, Tampa, Florida; 2006 – 2007, Assistant Director, University of South Florida, Tampa Florida; 2001 – 2006, Coordinator, Office of Multicultural Activities, University of South Florida, Tampa, Florida.

ADDENDUM A

The following have been appointed as Per Course Faculty for the Spring semester: January 16, 2018 through May 18, 2018.

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Behnke, Robert	Study Away	\$915.00
Campbell, Stephanie	Psychology	\$2,745.00
Cutright, Joyce	Agriculture	\$3,000.00
Miller, Myra	Management & Information Tech	\$1,240.00
Moore, Paul	School of Nursing	\$160.00

ADDENDUM B

The following have been appointed as Summer Faculty for the Summer semester: June 11, 2018 through August 3, 2018

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Albers, Joshua	Art & Design	\$6,000.00
Amidon, Ethan	Criminology	\$453.00
Anderson, Wayne	Finance & General Business	\$5,176.00
Austin, Rebekah	Management & Information Tech	\$6,750.00
Bajalan, Djene	History	\$4,125.00
Bakker, Klaas	Comm Sciences & Disorders	\$8,076.00
Barffour, Antoinette	Modern & Classical Languages	\$6,000.00
Barlow, Jamie	Occupational Therapy	\$2,000.00
Barnett, Helen	Sociology & Anthropology	\$2,850.00
Bassett, Damon	Geography Geology & Planning	\$3,549.00
Baumlin, James	English	\$6,605.00
Bennett, Susan	Theatre & Dance	\$2,949.00
Benzer, Fatih	Art & Design	\$3,900.00
Berquist, Charlene	Communication	\$6,362.00
Blansit, Amy	Kinesiology	\$9,230.00
Bolyard, Chloe	Childhood Ed & Family Studies	\$3,000.00
Bosch, Eric	Chemistry	\$7,681.00
Botsford, Diana	Media Journalism & Film	\$2,754.00
Bourhis, John	Communication	\$7,122.00
Brahnam, S. Berlin	Management & Information Tech	\$9,212.00
Brazeal, LeAnn	Communication	\$9,144.00
Burge, Sara	English	\$6,201.00
Burton, Richard	Management & Information Tech	\$3,008.00
Bush, Rachel	Theatre & Dance	\$2,145.00
Butcher, Deana	Communication	\$3,000.00
Byrket, Jacqueline	Psychology	\$2,445.00
Cafagna, Marcus	English	\$4,532.00
Camp, Deanne	Reading Foundations & Tech	\$12,637.00
Cardin, Ashlea	Occupational Therapy	\$1,989.00
Carter, Shelley	School of Nursing	\$3,050.00
Cerdas Cisneros, Maria	Modern & Classical Languages	\$6,000.00
Chang, Ching-Wen	Reading Foundations & Tech	\$9,485.00
Chaston, Joel	English	\$5,520.00
Chen, Qiang	Social Work	\$4,125.00
Choate, Lenetta	Psychology	\$2,745.00

Academic Personnel Board Actions, cont'd.

Page 11

Choi, Minju	Music	\$6,000.00
Christell, Todd	Management & Information Tech	\$3,000.00
Chuchiak, John	History	\$12,019.00
Clark, Ronald	Marketing	\$9,175.00
Coleman, Joshua	Marketing	\$10,000.00
Coltharp, Joel	English	\$3,000.00
Connor, Karla	School of Nursing	\$1,463.00
Cook, Sherry	Marketing	\$3,854.00
Correll, Pamela	Reading Foundations & Tech	\$4,125.00
Crain, Susan	Finance & General Business	\$9,801.00
Dalton, Tracy	English	\$3,210.00
Davis, Tammi	Childhood Ed & Family Studies	\$3,000.00
Debode, Jason	Management & Information Tech	\$8,567.00
Dibble, Laurel	Media Journalism & Film	\$2,754.00
Dicke, Thomas	History	\$5,561.00
Dixon, Stephanie	Psychology	\$2,445.00
Dollar, Susan	Social Work	\$12,992.00
Drake, Nancy	Physical Therapy	\$915.00
Dudash-Buskirk, Elizabeth	Communication	\$9,220.00
Duprey, Laura	Art & Design	\$2,754.00
Dyer, Samuel	Communication	\$4,677.00
English, Catherine	English	\$4,131.00
Ernce, Keith	Kinesiology	\$2,769.00
Fiset, Elizabeth	English	\$2,448.00
Follensbee, Billie	Art & Design	\$2,000.00
Franklin, Thomas	Comm Sciences & Disorders	\$10,956.00
Frederick, Dana	Finance & General Business	\$3,362.00
	Management & Information Tech	\$6,724.00
Galloway, James	Kinesiology	\$9,275.00
Garrad Richard	Biomedical Sciences	\$8,964.00
Gebken, Richard	Tech & Construction Mgmt	\$6,423.00
Geipel, Gary	Defense & Strategic Studies	\$5,500.00
Gerasimchuk-Djordjevic, Maria	Art & Design	\$6,000.00
Gibson, Hugh	Kinesiology	\$4,886.00
Goddard, Stacy	Kinesiology	\$1,038.00
Goss, Benjamin	Management & Information Tech	\$10,000.00
Gram, John	History	\$3,212.00
Haggard, Dana	Management & Information Tech	\$7,267.00
Haggard, Kelly	Finance & General Business	\$9,969.00
Hallgren, Deanna	Childhood Ed & Family Studies	\$3,260.00
Hammond, Michael	Accounting	\$4,000.00

Academic Personnel Board Actions, cont'd.

Page 12

Hammons, David	Marketing	\$3,000.00
Hass, Aida	Criminology	\$533.00
Havlin, Tiffany	Social Work	\$3,060.00
Haynes, Tricia	Biomedical Sciences	\$3,115.00
Hendrickson, Nicole	Biomedical Sciences	\$7,529.00
Hermans, Charles	Marketing	\$17,052.00
Herring, Sean	English	\$4,013.00
Hines, Christopher	Accounting	\$9,396.00
Hines, James	Accounting	\$3,443.00
Hoelscher, Seth	Finance & General Business	\$9,375.00
Horton, Leonard	Media Journalism & Film	\$1,238.00
Hough, Lyon	Biomedical Sciences	\$5,889.00
Howard, Jason	Communication	\$6,000.00
Hubbard, Kevin	Tech & Construction Mgmt	\$6,324.00
Hughes, Kevin	Art & Design	\$8,663.00
Hurst, Beth	Reading Foundations & Tech	\$12,603.00
Hwang, Chin-Feng	Agriculture	\$12,208.00
Iman, Gary	Communication	\$9,190.00
Jean-Charles, Alex	Reading Foundations & Tech	\$8,415.00
Jester, Jennifer	Music	\$2,448.00
John, Judith	English	\$5,260.00
Johns, Justin	Social Work	\$2,445.00
Johnson, Richard	Management & Information Tech	\$7,772.00
Jones, Martin	Tech & Construction Mgmt	\$6,131.00
Jones, Steven	Reading Foundations & Tech	\$11,658.00
Joswick, David	Tech & Construction Mgmt	\$3,823.00
Jutta, Rajinder	Geography Geology & Planning	\$5,353.00
Kaf, Wafaa	Comm Sciences & Disorders	\$12,986.00
Kaula, Radhika	Management & Information Tech	\$20,232.00
Keller, Carl	Accounting	\$18,958.00
Keltner, Michael	Kinesiology	\$1,038.00
Kent, Jennifer	Social Work	\$2,445.00
Keys, Amanda	Social Work	\$4,050.00
Kirland-Ives, Mitzi	Art & Design	\$4,257.00
Kitchin, Jonathan	English	\$2,550.00
Kitheka, Bernard	Kinesiology	\$1,656.00
Koroglu, Didem	Communication	\$3,188.00
Kyle, Jerri Lynn	Communication	\$9,278.00
LaPreze, Melody	Management & Information Tech	\$13,332.00
Larkin, Kathleen	Finance & General Business	\$3,504.00
Layman, Jill	Biomedical Sciences	\$6,094.00

Academic Personnel Board Actions, cont'd.

Page 13

Leasure, Stanley	Finance & General Business	\$14,706.00
Liang, Yating	Kinesiology	\$2,734.00
Lockenvitz, Sarah	Comm Sciences & Disorders	\$1,428.00
Luo, Jun	Geography Geology & Planning	\$4,633.00
Mabee, Jonathan	Media Journalism & Film	\$8,600.00
Madden, Etta	English	\$5,785.00
Mantie-Kozlowski, Alana	Comm Sciences & Disorders	\$5,076.00
Masterson, Gerald	Kinesiology	\$6,207.00
Mazanec, Brian	Defense & Strategic Studies	\$6,799.00
McGiffin, Curtis	Defense & Strategic Studies	\$5,500.00
McLean, Annice	Reading Foundations & Tech	\$6,976.00
Melley, Brendan	Defense & Strategic Studies	\$6,799.00
Metcalf, Holly	Comm Sciences & Disorders	\$8,773.00
Mickus, Kevin	Geography Geology & Planning	\$8,000.00
Miller, F. Thornton	History	\$11,088.00
Morgan, Michelle	History	\$4,569.00
Morris, Eric	Communication	\$4,905.00
Morris, Robert	Biomedical Sciences	\$7,982.00
Morris, Taleyna	Communication	\$3,063.00
Moser, Linda	English	\$15,144.00
Mowrey, Sascha	Childhood Ed & Family Studies	\$3,000.00
Nelsen, Janice	Kinesiology	\$5,331.00
Nelson, Walt	Finance & General Business	\$14,658.00
Obafemi-Ajayi, Tayo	Cooperative Engineering Prgm	\$3,000.00
Oden, Debra	Accounting	\$17,130.00
Olsen, Stevan	Accounting	\$8,273.00
Pace, Glenn	Management & Information Tech	\$7,192.00
Pavlowsky, Robert	Geography Geology & Planning	\$15,591.00
Pearman, Cathy	Reading Foundations & Tech	\$12,617.00
Peterson, Lori	Management & Information Tech	\$10,000.00
Pham, Courtney	Marketing	\$6,612.00
Philpot, James	Finance & General Business	\$9,271.00
Pierson, Carly	Marketing	\$6,120.00
Proctor, Lisa	Comm Sciences & Disorders	\$6,563.00
Qi, Kangkang	Management & Information Tech	\$10,000.00
Ridinger, Rhonda	Kinesiology	\$6,308.00
Rieger, Sharon	English	\$2,448.00
Roberts, Tuesda	Reading Foundations & Tech	\$4,125.00
Rowe, Roberta	Communication	\$3,231.00
Ryder, Christina	Sociology & Anthropology	\$2,850.00
Salinas, Patti	Criminology	\$4,085.00

Academic Personnel Board Actions, cont'd.

Page 14

Scales, Megan	Sociology & Anthropology	\$2,850.00
Schaefer, Allen	Marketing	\$8,557.00
Schmelzle, George	Accounting	\$18,270.00
Scroggins, Wesley	Management & Information Tech	\$15,670.00
Seawright, Leslie	English	\$3,900.00
Sells, Patrick	Management & Information Tech	\$3,185.00
Seo, Jin	Art & Design	\$6,000.00
Sexton, Randall	Management & Information Tech	\$17,720.00
Shao, Feibo	Management & Information Tech	\$10,000.00
Shepard, Jason	Sociology & Anthropology	\$2,291.00
Simmers, Christina	Marketing	\$18,278.00
Simmons, Daniel	Communication	\$21,934.00
Skibiski, Barbara	Biomedical Sciences	\$7,313.00
Slone, Allison	Comm Sciences & Disorders	\$2,445.00
Smith, Joshua	Biomedical Sciences	\$3,218.00
Spates, Stephen	Communication	\$7,650.00
Stainaker, Jo Lynne	Management & Information Tech	\$3,060.00
Stanton, Rhonda	English	\$8,221.00
Stockburger, David	Psychology	\$4,789.00
Stormer, Kimberly	Reading Foundations & Tech	\$4,125.00
Stulce, Tara	Biomedical Sciences	\$3,060.00
Sutliff, Jennifer	English	\$2,550.00
Swearingen, Rebecca	Reading Foundations & Tech	\$9,497.00
Sweetman, Heidi	Reading Foundations & Tech	\$2,745.00
Thomas, Benjamin	Graduate College	\$5,000.00
Thomas-Tate, Shurita	Comm Sciences & Disorders	\$6,751.00
Timson, Benjamin	Biomedical Sciences	\$8,205.00
Turner, John	English	\$6,878.00
Twibell, Andrew	Media Journalism & Film	\$3,978.00
Utley, Rose	School of Nursing	\$4,275.00
Van Landuyt, Cathryn	Management & Information Tech	\$3,292.00
Walker, Alicia	Sociology & Anthropology	\$8,262.00
Walker, Kristen	Music	\$2,145.00
Walters, Heather	Communication	\$9,782.00
Wehrman, Erin	Communication	\$6,000.00
Weiss, Janet	Physical Therapy	\$915.00
White, Timothy	Media Journalism & Film	\$6,051.00
White, Timothy	Media Journalism & Film	\$1,513.00
Williams, Joseph	Biomedical Sciences	\$3,557.00
Wilson, Daniel	Kinesiology	\$8,576.00
Wisdom, Barry	Management & Information Tech	\$6,281.00

Academic Personnel Board Actions, cont'd.

Page 15

Witte, Hugh	Finance & General Business	\$9,393.00
Woodard, Rebecca	Kinesiology	\$8,934.00
Wooden, Shannon	English	\$9,806.00
Yang, Zhiquo	Management & Information Tech	\$8,798.00
Young-Jones, Adena	Psychology	\$2,211.00
Zhang, Ying	Finance & General Business	\$9,393.00
Zhuang, Yuan	English	\$5,508.00
Zimmerman, David	Psychology	\$1,967.00
Zimmerman, Scott	Biomedical Sciences	\$5,285.00

ADDENDUM C**Supplemental payment for teaching assignments:**

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Adams, Kathryn	School of Nursing	\$587.00
Barffour, Maxwell	Master of Public Health	\$360.00
Bennett, Jessica	Meyer Library	\$160.00
Blansit, Amy	Kinesiology	\$1,038.00
Bushman, Barbara	Kinesiology	\$4,178.00
Claborn, David	Master of Public Health	\$400.00
Dreyer-Lude, Melanie	Study Away	\$3,702.00
Duitsman, Dalen	Master of Public Health	\$1,080.00
Gale, Crystal	Meyer Library	\$440.00
Goddard, Stacy	Kinesiology	\$1,558.00
Hallgren, Deanna	Childhood Ed & Family Studies	\$3,260.00
Hwang, Chin-Feng	Agriculture	\$9,900.00
Johns, Justin	Social Work	\$2,445.00
Leamy, Diane	Criminology	\$1,560.00
Lewis, Betty	Graduate College	\$3,000.00
Mantie-Kozlowski, Alana	Comm Sciences & Disorders	\$2,040.00
Masterson, Gerald	Graduate College	\$6,307.00
Moser, Linda	English	\$5,048.00
Nordyke, Katherine	Childhood Ed & Family Studies	\$2,445.00
Peterson, Lori	Management & Information Tech	\$1,160.00
Rector, Paula	Criminology	\$3,568.00
Thompson, Kip	Master of Public Health	\$400.00
Van Landuyt, Cathryn	Study Away	\$2,776.00
	Management & Information Tech	\$1,880.00
White, Letitia	Comm Sciences & Disorders	\$147.00

ADDENDUM D

The following have been appointed as Graduate Teaching Assistants for the Summer semester: June 4, 2018 through August 3, 2018.

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Badovinac, Jennifer	Comm Sciences & Disorders	\$1,096.00
Djordjevic, Vladan	Art & Design	\$1,096.00
Holland, Kara L.	Assessment	\$2,193.00
Hossain, Md forhad	Computer Science	\$2,193.00
Jordan, Amy K.	Psychology	\$2,193.00
Tapee, Cinasee	History	\$2,193.00

MISSOURI STATE UNIVERSITY

III.G.2.

BE IT RESOLVED by the Board of Governors for Missouri State University that the actions indicated for non-academic employees, as itemized below, are hereby approved.

APPOINTMENTS:

<u>Name</u>	<u>Position-Department</u>	<u>Grade</u>	<u>Salary</u>	<u>Effective</u>
Jessica D. Fink	Custodian I Custodial Services	21	\$21,237 annually	04/30/18
Nicholas D. Delamora	Systems Analyst Computer Services	35	\$53,572 annually	05/01/18
Michael Davidson	HVAC Mechanic Facilities Maintenance	26	\$34,354 annually	05/07/18
Kimberly Stevens	Administrative Assistant I Residence Life, Housing & Dining Services	11	\$24,960 annually	06/01/18
Laura Gonzales	Administrative Assistant I Residence Life, Housing & Dining Services	11	\$24,960 annually	06/04/18
Jessica D. Jackson	Assistant Coach Intercollegiate Athletics	UN	\$85,829 annually	06/06/18

RESIGNATIONS:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Shel'Lee D. Haik	Academic Advisor/Student Coordinator Biomedical Sciences	03/09/18
Jessica M. Nandi	Graphic Designer Residence Life, Housing & Dining Services	05/04/18
Kristina Wilmoth	Program Manager Kinesiology	05/11/18
Megan Hofferth	Director of Marketing & Promotions Intercollegiate Athletics	05/31/18

Jennifer D. Sullivan	Assistant Coach Intercollegiate Athletics	05/31/18
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Nicole Wilburn	Assistant Director Residence Life – Education & Development Residence Life, Housing & Dining Services	07/05/18
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RETIREMENTS:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Celeste M. Prussia	Research Specialist II Biology	05/31/18

James Wright	Athletic Equipment Attendant Kinesiology	06/29/18
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Jane A. Dewberry	Senior Auditor Office of Internal Audit & Compliance	06/30/18
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Douglas B. Willson	Bursar Office of the Bursar	07/31/18
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LEAVE WITHOUT PAY:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Samantha Morrow	Costume Shop Supervisor Theatre & Dance	05/23/18

SEPARATION FROM EMPLOYMENT:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Jonathan H. Nichols	Custodian I Custodial Services	04/27/18
Vicki Hanson	Equity & Compliance Investigator Institutional Equity & Compliance (75% FTE)	08/01/18

CHANGE OF STATUS:

<u>Name</u>	<u>Position-Department</u>	<u>Action</u>	<u>Effective</u>
Eric Lyon	Custodial Supervisor Custodial Services From: GR 25, \$31,204 annually To: GR 25, \$36,800 annually	Salary Adjustment	04/23/18
Diana L. Graham	Custodial Supervisor Residence Life, Housing & Dining Services From: GR 25, \$35,000 annually To: GR 25, \$36,800 annually	Salary Adjustment	05/11/18
Kymmee Cunningham	Residence Hall Host/Hostess Residence Life, Housing & Dining Services	Extension of Appointment	05/21/18 08/12/18
Edna K. Lassiter	Receptionist Residence Life, Housing & Dining Services	Extension of Appointment	05/21/18 07/29/18
Celeste M. Prussia	From: Research Specialist II Biology To: Staff Emeritus Biology	Status Change	05/31/18
Patricia A. Murray	Administrative Assistant II Office of the Registrar	Extension of Appointment	06/01/18 07/31/18
Julie A. Abney	From: Budget Officer College of Health & Human Services To: Budget Officer Financial Services	Transfer	07/01/18
Joan E. Armstrong	Director Project ACCESS-Autism Project Specialist Project ACCESS	Continuation of Appointment	07/01/18 06/30/19
Terri C. Carrington	Associate Director Project ACCESS	Continuation of Appointment	07/01/18 06/30/19

Non-academic Personnel Board Actions, cont'd.

Page 4

Edwin M. Garton	Instructional Technology Support Specialist Project ACCESS	Continuation of Appointment	07/01/18 06/30/19
Timmarie Hamilton	Program Coordinator-Missouri Mentoring Program School of Social Work	Continuation of Appointment	07/01/18 06/30/19
Jonathan D. Harper	Assistant Coach Intercollegiate Athletics From: \$83,294 annually To: \$85,829 annually	Salary Adjustment	07/01/18
Holly R. Hesse	Head Athletics Coach Intercollegiate Athletics From: \$72,910 annually To: \$82,910 annually	Salary Adjustment	07/01/18
Ashleigh M. Lewellen	From: Associate Director Campus Recreation Facilities & Operations Campus Recreation GR 44, \$49,343 annually To: Director Campus Recreation GR 47, \$63,000 annually	Promotion	07/01/18
Shannon L. Locke	Autism Resource Specialist Project ACCESS	Continuation of Appointment	07/01/18 06/30/19
Dawn M. McIntyre	From: Budget Officer College of Arts & Letters To: Budget Officer Financial Services	Transfer	07/01/18
Melissa M. Ringer	Program Coordinator, DESE Project ACCESS	Continuation of Appointment	07/01/18 06/30/19
Teresa A. Steele	From: Budget Officer College of Education To: Budget Officer Financial Services	Transfer	07/01/18

Non-academic Personnel Board Actions, cont'd.

Page 5

Jackie M. Stiles	Assistant Coach Intercollegiate Athletics From: \$84,575 annually To: \$85,829 annually	Salary Adjustment	07/01/18
Julie A. Vaughan	From: Budget Officer College of Natural & Applied Sciences To: Budget Officer Financial Services	Transfer	07/01/18
Jeffrey Williams	Research Specialist Biology	Continuation of Appointment	07/01/18 06/30/19
James Wright	From: Athletic Equipment Attendant Kinesiology To: Staff Emeritus Kinesiology	Status Change	07/01/18
Douglas B. Willson	From: Bursar Office of the Bursar To: Staff Emeritus Office of the Bursar	Status Change	08/01/18

Vote:

_____ Yea

_____ Nay

MISSOURI STATE UNIVERSITY

III.G.3

BE IT RESOLVED by the Board of Governors for Missouri State University that the cost center funded equity increases indicated for the Academic faculty & Non-academic staff, as itemized below, are effective July 1, 2018

<u>Name</u>	<u>Job Title</u>	<u>Department</u>	<u>Old Salary</u>	<u>New Salary</u>
Ailor, Shannon	Sponsored Research & Prgms Specialist	Research Administration	\$36,392	\$37,848
Allen, Andrea	Administrative Specialist II	Kinesiology	\$26,727	\$27,327
Allen, Linda	Academic Administrative Assistant II	Chemistry	\$33,054	\$33,554
Balasundaram, Clement	Mgr, Financial Systems, Report & Plan	Financial Services	\$58,500	\$63,500
Berry, Melissa	Dir, Institutional Equity & Compliance	Institutional Equity & Compliance	\$80,000	\$81,500
Bobbitt-Boyce, Edith	Clinical Assistant Professor	Comm Science & Disorders	\$65,752	\$67,252
Bodenhausen, Bradley	Assoc Vice Pres, International Ed & Train	International Programs	\$99,664	\$107,637
Bonner, Lisa	Academic Administrative Assistant II	Biomedical Sciences	\$26,732	\$27,332
Cunningham, Denise	Department Head	Childhood Ed & Family Studies	\$91,800	\$101,800
Curry, Matthew	Director, CASE	Jordan Valley Innovation Center	\$91,191	\$94,839
Davidson, Bradley	Distributed User Support Specialist	International Programs	\$42,398	\$47,486
Day, Kaya	Academic Administrative Assistant II	Physical Therapy	\$28,028	\$28,628
DeBoef, Ryan	Chief of Staff-Asst to President for Govern	President's Office	\$144,858	\$146,858
Deckard, Shelly	Executive Assistant III	Associate VP for Econ Development	\$40,593	\$43,840
Divin, Jenay	Program Coordinator, Green Dot	President's Office	\$37,100	\$39,200
Elliott, Elizabeth	Academic Administrative Assistant II	Physician Assistant Studies	\$25,089	\$25,689
Euglow, Todd	Career Resources Specialist	Career Center	\$40,049	\$41,250
Few, Tamaria	Director Human Resources	Human Resources	\$102,500	\$105,000
Frederick, Susan	Associate Head Athletics Coach	Athletics	\$42,158	\$50,158
Goerndt, Angela	Vivarium Technician	Research Administration	\$25,459	\$26,223
Goodwin, Debra	Administrative Specialist I	University Advancement	\$26,661	\$29,161
Gray, Monica	Administrative Assistant II	Development	\$29,106	\$31,606
Jones, Sarah	Clinical Instructor	Communication Science & Disorders	\$57,000	\$58,500
Jones, Sherry	Academic Administrative Assistant II	Mathematics	\$29,609	\$30,109
Keeth, Jonathan	Research Technician II	Jordan Valley Innovation Center	\$55,432	\$57,649
Knight, Rachel	Asst General Manager KSMU & OPT	OPT	\$82,413	\$86,946
Ladd, Ronda	Administrative Specialist IV	VP Administrative Services	\$36,004	\$37,004
Lewis, Betty	International Budget & Financial Manager	International Programs	\$53,221	\$57,479

Liggett, Allan	Clinical Associate Professor	Sports Medicine & Athletic Training	\$64,396	\$68,396
Linder, Robert	Director, Photographic Services	Photographic Services	\$58,148	\$60,148
Lininger, M. Gale	Executive Assistant II	College of Natural & App Sciences	\$34,555	\$35,555
Liu, Dandan	China Operations Specialist	International Programs	\$47,940	\$51,739
Loveland, Marina	Crđ, Sponsored Research & Prgms	Research Administration	\$56,432	\$58,689
McNish, Natalie	Senior Internal Auditor	Internal Audit and Compliance	\$64,000	\$66,400
Mitchell, Jeffrey	Associate General Counsel	General Counsel	\$95,000	\$96,500
Mitchell, Shirley	Sr Accountant/Analyst	Provost Office	\$51,981	\$53,481
Moore, David	Chief Engineer - TV	OPT	\$72,236	\$77,293
Morris, Matthew	Vice President for Administrative Services	VP Administrative Services	\$142,800	\$144,800
Morrissey, Jeffrey	Chief Information Officer	CIO Information Services	\$122,400	\$124,400
Mostyn, Andrea	Director, University Communications	University Communications	\$58,148	\$62,148
Nag, Nandita	Laboratory Supervisor CNAS	Physics, Astronomy, & Mat Science	\$32,818	\$33,318
Nordyke, Kathy	Director, Citizenship and Service Learning	Citizenship & Service Learning	\$45,880	\$47,880
Overmyer, Allison	Manager, Animal Research Facilities	Research Administration	\$47,476	\$48,900
Owen, Marc	Assistant Director, OEWRI	Water Institute	\$54,059	\$56,762
Oxendine, Paige	Business Incubator Program Coordinator	Associate VP for Econ Development	\$45,000	\$50,400
Patel, Rishi	Sr Research Scientist	Jordan Valley Innovation Center	\$69,804	\$72,596
Patterson, Jill	Title IX Coordinator	President's Office	\$83,640	\$85,140
Pedersen, Johnna	Sr Research Scientist	Jordan Valley Innovation Center	\$54,625	\$56,810
Perine, Elizabeth	Associate Head Athletics Coach	Athletics	\$42,158	\$50,158
Phinney, Tennie	Paralegal	General Counsel	\$39,780	\$41,280
Powell, Robin	Academic Administrative Assistant II	Computer Science	\$35,780	\$36,280
Pratt, Harold	Asst to the Pres & Chief Diversity Officer	VP Diversity & Inclusion	\$122,400	\$124,400
Proctor, Janene	Sponsored Research & Prgms Specialist	Research Administration	\$47,170	\$49,057
Rebaza-Vasquez, Jorge	Professor	Mathematics	\$74,700	\$77,200
Rios, Laura	Academic Administrative Assistant II	Physics, Astronomy, & Mat Science	\$30,236	\$30,736
Rogers, Michael	Information Security Specialist	Computer Services	\$41,919	\$44,919
Shaw, M. Suzanne	Vice President for Marketing & Comm	VP Marketing & Communications	\$142,800	\$144,800
Speer, Robert	Sr Research Scientist	Jordan Valley Innovation Center	\$51,849	\$53,923
Steinshouer, Linda	Academic Administrative Assistant II	Social Work	\$27,879	\$28,479
Stewart, Brenda	Executive Assistant II	College of Arts & Letters	\$33,903	\$36,403
Stewart, Misty	Coordinator, Graduate Recruitment	Graduate College	\$34,986	\$37,085
Swindell, Lori	Accounting Manager	Financial Services	\$55,500	\$59,000
Townsend, Steven	Pressroom Operator	Printing Services	\$32,208	\$32,908
Whetsone, Sheira	Administrative Specialist II	Biomedical Sciences	\$26,727	\$27,327
Wilson, Laurie	Executive Assistant II	College of Human & Public Affairs	\$28,557	\$29,513
Wright, Joan	Coordinator, College Readiness Programs	WP Academic Affairs	\$43,804	\$48,304
Zhang, Peng	Business Instruction Specialist	VP Research & Econ Development	\$47,490	\$51,289

Vote: _____ Yea
_____ Nay

MISSOURI STATE UNIVERSITY

III.G.4.

BE IT RESOLVED by the Board of Governors for Missouri State University that the cost center funded equity increases indicated for the Academic employees, as itemized below, are effective August 1, 2018

<u>Name</u>	<u>Job Title</u>	<u>Department</u>	<u>Old Salary</u>	<u>New Salary</u>
Atwell, Jan	Clinical Assistant Professor	Nursing	\$55,663	\$59,150
Belshoff, Richard	Professor	Mathematics	\$80,608	\$81,608
Clark, Anthony	Assistant Professor	Computer Science	\$72,500	\$76,500
Gale, Crystal	Associate Professor	Library	\$46,442	\$46,942
Galloway, James	Assistant Professor	Kinesiology	\$53,000	\$54,500
Gerasimchuk, Nikolay	Professor	Chemistry	\$73,097	\$76,097
Gibson, Hugh	Associate Professor	Kinesiology	\$65,150	\$66,650
Goddard, Stacy	Instructor	Kinesiology	\$41,534	\$42,534
Ghosh, Kartik	Professor	Physics Astronomy & Mat Sciences	\$84,601	\$85,101
Iqbal, Razib	Assistant Professor	Computer Science	\$73,950	\$77,950
Keys, Amanda	Assistant Professor	Social Work	\$53,995	\$56,100
Kitheka, Bernard	Assistant Professor	Kinesiology	\$53,000	\$54,500
Mathew, George	Professor	Mathematics	\$81,921	\$82,921
Novik, Melinda	Associate Professor	Kinesiology	\$57,968	\$62,000
Pavlovsky, Robert	Distinguished Professor	Geography Geology & Planning	\$89,019	\$93,019
Rogers, Mark	Associate Professor	Mathematics	\$65,919	\$68,419
Shah, Kishor	Professor	Mathematics	\$79,548	\$80,048
Visio, Michelle	Professor	Psychology	\$68,238	\$70,099
Wickham, Cameron	Professor	Mathematics	\$82,643	\$83,643
Wilson, Daniel	Professor	Kinesiology	\$73,617	\$74,617
Worman, Frederick	Assistant Professor	Sociology	\$53,751	\$55,751

Vote: _____ Yea
 _____ Nay

III.G.5.

MISSOURI STATE UNIVERSITY

BOARD RESOLUTION

HUMAN RESOURCES NO.

Approval of FY19 additional fringe benefits to be funded by Missouri State University or the Missouri State University Foundation

WHEREAS, the Missouri State University Foundation exists to assist and support Missouri State University in a variety of ways that are in the best interests of the institution; and

WHEREAS, the Foundation has provided funding for certain fringe benefits for University employees which would be difficult for the University to fund without the assistance of the Foundation;

THEREFORE BE IT RESOLVED that the Board of Governors approves the fringe benefits as set forth in the attached Exhibits A & B for University employees (for Fiscal Year 2019) which fringe benefits the Board of Governors finds to further support the public purposes of the University; and

BE IT FURTHER RESOLVED that the University provides the following fringe benefits to its employees as approved and provided by the Missouri State University Foundation, based on funding and/or reimbursement to the University from the Foundation (Exhibit A), or as funded directly by the University (Exhibit B), which fringe benefits the Board further finds to be comparable to that provided by similar institutions.

Carrie Tergin
Board Chair

Passed at Meeting of
June 22, 2018

Kristan Gochenauer
Secretary to the Board

COMMENTS:

These benefits are for the fiscal year 2018-2019 unless otherwise approved by the Board by contract or otherwise. Also, this approval is in line with the recent IRS guidance that salary and fringe benefits supported by not-for-profit corporations should be approved by the governing board and consistent with comparable compensation packages. This resolution has been reviewed by the University legal counsel.

EXHIBIT A (Benefits Funded by the MSU Foundation)

Mr. Brent Dunn
Vice President for University Advancement

Membership - Highland Springs Country Club (Social);
Membership - Twin Oaks Country Club;
Travel expense for spouse when accompanying the Vice
President on University business

EXHIBIT B (Benefits Funded by the University)

Mr. Kyle Moats
Director of Athletics

Membership – Twin Oaks Country Club

West Plains Campus – Shared Membership

Mr. Amber Carr
Director of Development-WP

West Plains Country Club (Restaurant use only)

Ms. Cheryl Cardwell
Director of University Communications-WP

West Plains Country Club (Restaurant use only)

Dr. Dennis Lancaster
Dean of Academic Affairs-WP

West Plains Country Club (Restaurant use only)

Dr. Angela Totty
Dean of Student Services-WP

West Plains Country Club (Restaurant use only)

Ms. Brenda Polyard
Director of University and Community
Programs-WP

West Plains Country Club (Restaurant use only)

Mr. David Young
Director of Information Technology-WP

West Plains Country Club (Restaurant use only)

Mr. Scott Schneider
Director of Business and Support Services-WP

West Plains Country Club (Restaurant use only)

Ms. Paula Wiedemann
Head Womens Athletics Coach-WP

West Plains Country Club (Restaurant use only)

Mr. Christopher Popp
Head Basketball Coach - WP

West Plains Country Club (Restaurant use only)

IV.C.1.

RECOMMENDED ACTION – Approval of Revisions to University Award Policies.

The following resolution was moved by _____ and seconded by _____:

WHEREAS, the University has several policies which establish awards and honors given to both members of the campus community and the greater community at large;

WHEREAS, those policies include G3.05 Honorary Doctoral Degrees, G3.08 Board of Governors' Awards for Excellence in Public Affairs, G7.02-8 Employee Recognition Programs, and Op1.06 External Recognition and Awards Policy;

WHEREAS, with the exception of Op1.06 External Recognition and Awards Policy, none of these policies contemplate revocation of their respective awards and honors;

WHEREAS, Administration recommends that G3.05 Honorary Doctoral Degrees, G3.08 Board of Governors' Awards for Excellence in Public Affairs, and G7.02-8 Employee Recognition Programs be revised so as to provide for revocation of their respective awards and honors in the event that a recipient engages in conduct constituting a significant departure from the University's high standards, as exemplified by its public affairs mission; and

WHEREAS, Administration also recommends that operating policy Op1.06 External Recognition and Awards Policy be converted to a governing policy, and renumbered G3.08-1 External Recognition and Awards Policy.

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors for Missouri State University that governing policies G3.05 Honorary Doctoral Degrees, G3.08 Board of Governors' Awards for Excellence in Public Affairs, and G7.02-8 Employee Recognition Programs be revised as set forth in the attached Exhibits A, B, and C, respectively, and that operating policy Op1.06 External Recognition and Awards Policy be converted to governing policy G3.08-1 External Recognition and Awards Policy, as set forth in the attached Exhibit D.

VOTE: **AYE** _____

NAY _____

COMMENTS:

The purpose of the proposed revisions is to provide the circumstances and processes by which awards and honors bestowed by the University may be revoked.

Exhibit A – G3.05 Honorary Doctoral Degrees

Missouri State University may revoke the grant of an honorary degree if it determines, in its sole discretion, that the conduct of the recipient constitutes a significant departure from

the University's high standards, as exemplified by the three (3) pillars of its public affairs mission: ethical leadership, cultural competence, and community engagement, and thus undermines the credibility, integrity, and/or purpose of the award. The decision to revoke an honorary degree shall be made by the Board of Governors after consultation with the Faculty Senate Committee on Honorary Degrees and the President of the University.

Exhibit B – G3.08 Board of Governors' Awards for Excellence in Public Affairs

Missouri State University may revoke any award for excellence in Public Affairs if it determines, in its sole discretion, that the conduct of the recipient constitutes a significant departure from the University's high standards, as exemplified by the three (3) pillars of its public affairs mission: ethical leadership, cultural competence, and community engagement, and thus undermines the credibility, integrity, and/or purpose of the award. The decision to revoke a recognition or award shall be made by the Board of Governors in consultation with the President.

Exhibit C – G7.02-8 Employee Recognition Programs

Missouri State University may revoke any employee recognition if it determines, in its sole discretion, that the conduct of the recipient constitutes a significant departure from the University's high standards, as exemplified by the three (3) pillars of its public affairs mission: ethical leadership, cultural competence, and community engagement, and thus undermines the credibility, integrity, and/or purpose of the employee recognition. The decision to revoke the grant of any employee recognition shall be made by the original granting authority, provided that the original granting authority is the Board of Governors or the President. If the original granting authority is a person or group other than the Board of Governors or the President, the decision to revoke the grant of such employee recognition shall be made by the President.

Conversion of Op1.06 External Recognition and Awards Policy to G3.08-1 External Recognition and Awards Policy

This policy, in its current form as an operating policy, was previously revised by administration with Presidential approval effective May 7, 2018, to include the following language:

Missouri State University may revoke the grant of any of these three (3) signature recognitions and awards if it determines, in its sole discretion, that the conduct of the recipient constitutes a significant departure from the University's high standards, as exemplified by the three (3) pillars of its public affairs mission: ethical leadership, cultural competence, and community engagement, and thus undermines the credibility, integrity, and/or purpose of the award. The decision to revoke the grant of any such recognition or award shall be made by the original granting authority. Thus, the decision to revoke an individual's inclusion in the Missouri Public Affairs Hall of Fame shall be made by the President, while a decision to revoke the Bronze Bear or Government Excellence Award shall be made by the Board of Governors.

Exhibit A

Honorary Doctoral Degrees

G3.05 Honorary Doctoral Degrees

Purpose

Missouri State University is dedicated to the pursuit of excellence in all facets of research, teaching, and public service. As the University rewards faculty, staff, and students for their accomplishments, so too does it seek to recognize extraordinary achievements of distinguished citizens. It is the University's hope that such recognition will encourage others to strive for exceptional accomplishments.

Eligibility

The honoree must be living at the time of selection and be present at the award ceremony. Current members of the Missouri State University staff, faculty, administration, and the Board of Governors are not eligible. Financial considerations should not be involved in the selection process. Elected officials, while holding elected office, are not eligible. Although individuals with nationwide and worldwide recognition should not be excluded, preference should be given to distinguished candidates who have not been widely recognized and honored. Even more ideally, the individual honored should have some tie to this community, state, or region. No more than two honorary degrees will be conferred annually. The ceremony will take place at the Spring commencement.

Committee on Honorary Degrees

The Committee on Honorary Degrees is to be comprised of nine members, including one faculty member from each of the six colleges that have academic departments. The Faculty Senate Chair will appoint them along with the one student member (either from the Honors College or the Graduate College). The final two members are the Dean of the Graduate College and a representative from the Office of the Provost to be selected by the Provost. The Faculty Senate Chair will designate the Committee Chair. All nine members can vote, and it takes at least six votes to select an honoree.

Procedures

The Committee on Honorary Degrees will begin its work in early September. Its deadline for receiving nominations is September 30. Any member of the University community can nominate. All nominations are to be kept confidential and are to include a summary of significant achievements of the individual being nominated. The Committee will complete its deliberations by November 15 and present its recommendation (if any) to the Faculty Senate for its December meeting. All communication should be held in strict confidence by all parties involved, which communication shall include the President of the University. Confidentiality will be maintained throughout the selection process up to the point at which the Committee recommendation is placed on the agenda for consideration by the Faculty Senate. Upon the

approval of the Senate, the recommendation is forwarded to the President and the Board of Governors.

Types of Honorary Doctorates

- Doctor of Humane Letters (L.H.D.) Given to persons who have distinguished themselves in the humanities.
- Doctor of Letters (Litt.D.) Given to scholars in particular disciplines.
- Doctor of Public Affairs (A.P.D.) Given to persons distinguished in general service to the state, to learning, and to humankind.
- Doctor of Science (Sc.D.) Given to persons who have made distinguished contributions to the sciences.

Revocation

Missouri State University may revoke the grant of an honorary degree if it determines, in its sole discretion, that the conduct of the recipient constitutes a significant departure from the University's high standards, as exemplified by the three (3) pillars of its public affairs mission: ethical leadership, cultural competence, and community engagement, and thus undermines the credibility, integrity, and/or purpose of the award. The decision to revoke an honorary degree shall be made by the Board of Governors after consultation with the Faculty Senate Committee on Honorary Degrees and the President of the University.

Line of authority

Responsible administrator and office: Office of Provost

Contact person in that office: Provost

Approved by Board of Governors: June 22, 2018

Exhibit B

Board of Governors' Awards for Excellence in Public Affairs

G3.08 Board of Governor's Awards for Excellence in Public Affairs

Missouri State University is dedicated to the pursuit of excellence in all facets of research, teaching, and public service. As a University with a statewide mission in Public Affairs, the Board of Governors would like to recognize its faculty, staff and students who excel at carrying out the Public Affairs Mission. It is the University's hope that such recognition will encourage others to strive for exceptional accomplishments. The President or his designee shall develop selection criteria and appoint a committee or committees to select the recipients of the annual awards for Citizen Scholar, Board of Governors Award for Faculty Excellence in Public Affairs, Board of Governor's Award for Staff Excellence in Public Affairs, and such other awards which recognize demonstrated achievement in Public Affairs.

Missouri State University may revoke any award for excellence in Public Affairs if it determines, in its sole discretion, that the conduct of the recipient constitutes a significant departure from the University's high standards, as exemplified by the three (3) pillars of its public affairs mission: ethical leadership, cultural competence, and community engagement, and thus undermines the credibility, integrity, and/or purpose of the award. The decision to revoke a recognition or award shall be made by the Board of Governors in consultation with the President.

Line of authority

Responsible administrator and office: ~~Dr. Frank Einhellig~~, Office of Provost

Contact person in that office: ~~Dr. Frank Einhellig~~ Provost

Approved by Board of Governors: June 22, 2018

Exhibit C

Employee Recognition Programs

G7.02-8 Employee Recognition Programs

8.1 Purpose

The university recognizes the contributions and service of its employees through several programs and university-wide communications: Service awards program, the excellence in community service awards, the staff excellence in university service award, and recognition of retirees.

8.2 Service awards program

The service awards program recognizes full-time regular employees in non-academic administrative, professional, and support staff positions for their service to Missouri State University as they reach each five-year milestone of service.

8.2.1 Eligibility

Service awards are presented annually to all full-time regular employees in non-academic administrative, professional, and support staff positions. Faculty members who transfer to non-academic positions become eligible for an award based on their total years of service at Missouri State University.

8.2.2 Recognized service

- Recognized service is based on an employee's total service with the university and includes all periods of full-time regular employment; this does not mean the service must be consecutive years.
- Periods of service in part-time appointments, including appointments as a student worker or graduate assistant, are not counted.
- Employees in full-time, nine-month positions receive credit for one year of service for each nine-month period completed.
- An approved leave of absence (including lay-off) of one year or less is not deducted from the length of service.

8.2.3 Circumstances affecting service recognition

- Retirement - Employees who retire during the year in which they reached a service recognition milestone and who were in an active payroll status at the time of reaching that milestone will be recognized for their service. Employees who had not reached a service milestone date prior to being removed from active payroll status will be recognized as retirees but not as service award recipients.

- Deceased employee - The immediate family (i.e., spouse, sponsored dependent, daughter, son, daughter-in-law, son-in-law) of an employee who dies after having reached a service milestone will be recognized for the service of the employee.
- Lay-off or leave of absence - An employee who is laid-off from work or is on an approved leave of absence during the year in which a service recognition milestone is reached will be recognized upon his/her return to work.
- Termination of employment – If an employee terminates employment with the university in a year that he/she also reaches a service awards milestone, the employee will be eligible for service recognition provided the employee remains employed the entire calendar year, i.e., through the university's last official work day of the year in which the service milestone was reached.

8.3 Community service

The university encourages employees to participate in charitable, civic business, or other community service activities in the community. Community service ordinarily occurs outside the regular work day and should not interfere with an employee's on-the-job responsibilities. It is recognized, however, that community service activities may occur during the regular work day. When this occurs, employees may be granted occasional time away from work to participate in service activities or programs of value to the university or to one or more of its component parts.

Before accepting any responsibility for community service activities that may require time away from work, an employee must receive approval from his/her supervisor and vice president. After approval has been granted, an employee may be able to rearrange his/her work schedule or take a paid or unpaid leave of absence to fulfill the community service responsibilities. If paid or unpaid leave is taken, the time off must be approved by the employee's immediate supervisor.

The priority for each department is to accomplish its mission. Approval for time away from work for community service must not decrease a department's productivity, increase staffing costs including overtime, or reduce the service provided by the department to the university, students or other constituencies. Administrators should consider fairness and work equity among all employees in the department when approving a request for time away from work for community service.

8.4 Excellence in Community Service award

The Excellence in Community Service award is designed to recognize employees who have made a significant contribution to the community through volunteering their time to serve worthy causes.

8.4.1 Eligibility

All full-time regular employees in administrative, professional, and support staff positions are eligible to receive the staff excellence in community service award. In order to qualify for the award, recipients shall be required to develop and prepare a statement regarding their service and

to participate in university in-service and other university related functions to encourage and assist other employees in similar service.

8.4.2 Nomination and selection of award recipients

Excellence in Community Service award recipients must be nominated for the award and can be nominated by any person knowledgeable about the community service of the nominee. Selection of recipients is done by the Excellence in Community Service selection committee and is based upon the following criteria:

- Employment with the university for a minimum of three years
- Demonstrated personal action to serve community causes
- A significant and sustained record of volunteer service
- A significant contribution to improve the quality of community life
- Demonstrated values consistent with the betterment of society
- Good standing with the university community.

Awards are available for full-time regular staff employees and are awarded based upon the recommendation of the selection committee and university administration. Excellence in Community Service award recipients are not eligible for nomination for a second award.

8.5 Staff Excellence in University Service award

The purpose of the Staff Excellence in University Service award is to recognize excellence in service to the university among staff employees. These awards are intended to provide incentives for continued workplace performance for full-time staff employees who evidence significant contributions to the university community. There is no limit on the number of times that an individual employee may receive an award, but individuals may not receive an award in two consecutive years.

8.5.1 Eligibility

Full-time, regular employees in administrative, professional, and support staff positions from the Springfield, Mountain Grove and West Plains campuses who do not hold faculty rank and have at least one year of full-time employment at Missouri State University are eligible to receive an award. In order to qualify for the award, recipients shall be required to develop and prepare a statement regarding their service and to participate in university in-service and other university related functions to encourage and assist other employees in similar service.

8.5.2 Nomination and selection of award recipients

Staff Excellence in University Service award recipients must be nominated for the award and can be nominated by currently enrolled students, employed staff, faculty, administrators or groups. Selection of recipients is done by a review committee. Superior service can be demonstrated in many forms such as:

- consistently superior service over an extended period of time
- superior service for a significant project or program during a specific time period
- performing duties above and beyond the call of duty in a special situation
- exceptional job performance on a daily basis

Awards are available for full-time, regular staff employees and are awarded based upon the recommendation of the review committee and university administration.

8.6 Wall of Fame

In 2003, the university established the Wall of Fame award to recognize the rich heritage of outstanding faculty and staff who have contributed much to the success of the university. The Wall of Fame, which is located outside of the ballroom in the Plaster Student Union, recognizes and honors employees who have excelled at the university and significantly contributed to success and positive collegiate experience of students. While the university has had many outstanding employees, the intention of the Wall of Fame award is to recognize those employees who have had an impact on students which is considered to be truly noteworthy.

8.6.1 Eligibility

To be eligible for the award, a person must no longer be an active, full-time employee of the university, have had at least 10 years of full-time employment with the university at any time during the university's existence, and five years must have passed since the individual was last employed full time at Missouri State. Individuals who have been honored by having a university facility named for them and/or who are recipients of the Bronze Bear award are not eligible for the Wall of Fame award.

8.6.2 Nomination and selection of award recipients

Wall of Fame recipients must be nominated for the award and can be nominated by any person from within or outside the university community. Selection of Wall of Fame award recipients is done by the Wall of Fame selection committee. Up to six award recipients are selected each year, with not more than four recipients being staff employees. Additional information may be obtained at <http://alumni.missouristate.edu/WallofFame.htm>.

8.7 Retiree recognition

The university recognizes the contributions and service of retiring employees as part of the university service awards program.

8.8 Emeritus status

Emeritus status may be granted to retiring staff and administrative employees as a special recognition for exemplary work performance and outstanding, loyal, and dedicated service to the university. To be eligible for consideration for emeritus status, an employee must be in

retirement status from the university, must have at least 10 years of service in a full-time regular position, and must have the approval of the appropriate administrative officials and the Board of Governors.

8.9 Revocation

Missouri State University may revoke any employee recognition if it determines, in its sole discretion, that the conduct of the recipient constitutes a significant departure from the University's high standards, as exemplified by the three (3) pillars of its public affairs mission: ethical leadership, cultural competence, and community engagement, and thus undermines the credibility, integrity, and/or purpose of the employee recognition. The decision to revoke the grant of any employee recognition shall be made by the original granting authority, provided that the original granting authority is the Board of Governors or the President. If the original granting authority is a person or group other than the Board of Governors or the President, the decision to revoke the grant of such employee recognition shall be made by the President.

Line of authority

Responsible administrator and office: Office of Human Resources

Contact person in that office: Director, Human Resources

Approved by Board of Governors: June 22, 2018

Exhibit D

External Recognition and Awards Policy

G3.08-1 External Recognition and Awards Policy

Op1.06 External Recognition and Awards Policy

Missouri State University recognizes certain outstanding contributions through three signature recognitions and awards: the Missouri Public Affairs Hall of Fame, the Bronze Bear, and the Government Excellence Award.

Missouri Public Affairs Hall of Fame

The Missouri Public Affairs Hall of Fame will be operated and maintained by Missouri State University.

To be eligible for induction into the Missouri Public Affairs Hall of Fame nominees must have a connection to the state of Missouri. Elected public officials, the President of Missouri State University, members of the Selection Committee, and Missouri State Board of Governors members cannot be nominated.

Inductees will be selected based on their support of public affairs and engaged citizenship. The selection process will recognize that public affairs is not restricted to politics, humanities or the social sciences, but that its presence is found in all areas that require critical thinking, participation and the willingness to work for the common good. Inductees' support of public affairs may relate to the following:

- The designated Missouri State University pillars of public affairs;
- The Missouri State University public affairs annual theme;
- Demonstration of active community engagement for a sustained period of time;
- Evidence of broad impact resulting from public and community service; or
- Demonstration of how the inductee serves as a role model of public affairs and how the inductee instills the public affairs mission in others.

Nominations may be submitted for consideration at any time through the Missouri Public Affairs Hall of Fame webpage. However, to ensure consideration, nominations should be submitted before July 1 for the class two years after such date (e.g., July 1, 2016 for consideration in the class to be inducted in the spring of 2018). Additionally, the President of the University and/or the Selection Committee may nominate individuals of their own accord at any time during the

selection process. All nominations must include the nominee's name. Nominators are encouraged to submit additional information about the nominee to consider during the selection process.

The President will create a Selection Committee consisting of no fewer than five members. The Selection Committee will review all nominations and recommend to the President which nominees should be inducted into the Missouri Public Affairs Hall of Fame. The final selection of nominees for induction will be made by the Selection Committee subject to the President's approval.

Bronze Bear

Missouri State University presents the Bronze Bear Award to recognize extraordinary achievement and/or outstanding support for the University. The award is presented to one or more individuals who have taken significant action to demonstrate commitment to Missouri State University. Upon receiving input from Faculty Senate, Staff Senate, the Student Government Association, Administrative Council, and others in the University community, the President of the University recommends one or more recipients for the Bronze Bear Award for approval by the Board of Governors. The award has traditionally been approved by the Board of Governors at its October meeting and presented at the December commencement ceremony.

Government Excellence Award

Missouri State University presents the Government Excellence Award to recognize extraordinary achievement and/or outstanding support for the University by a current or former elected or appointed government official. The award is presented to a government official who has taken significant action to demonstrate commitment to Missouri State University. Upon receiving input from Faculty Senate, Staff Senate, the Student Government Association, Administrative Council, and others in the University community, the President of the University recommends the recipient for the Government Excellence Award for approval by the Board of Governors. The award will typically be approved by the Board of Governors at its October meeting and presented at the December commencement ceremony.

Revocation

Missouri State University may revoke the grant of any of these three (3) signature recognitions and awards if it determines, in its sole discretion, that the conduct of the recipient constitutes a significant departure from the University's high standards, as exemplified by the three (3) pillars of its public affairs mission: ethical leadership, cultural competence, and community engagement, and thus undermines the credibility, integrity, and/or purpose of the award. The decision to revoke the grant of any such recognition or award shall be made by the original granting authority. Thus, the decision to revoke an individual's inclusion in the Missouri Public Affairs Hall of Fame shall be made by the President, while a decision to revoke the Bronze Bear or Government Excellence Award shall be made by the Board of Governors.

|

Line of authority

Responsible administrator and office: Office of the President

Contact person in that office: Chief of Staff

|

Effective date

~~Presidential approval~~Approval by Board of Governors: June ~~15, 2015~~22, 2018

IV.C.2.

RECOMMENDED ACTION – Approval of Revisions the Code of Student Rights and Responsibilities (Springfield and West Plains Campuses).

The following resolution was moved by _____ and seconded by _____.

WHEREAS, the Code of Student Rights and Responsibilities (Code) should be periodically reviewed, as stated in Article IX: Interpretation and Revision, and

WHEREAS, revisions are needed to take full advantage of guidance and recommendations received from external reviewers facilitated through the Council for the Advancement of Standards in Higher (CAS), and

WHEREAS, revisions are needed to maintain compliance with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act and corresponding regulations (Clery Act), and

WHEREAS, revisions are needed to increase the efficiency of the Office of Student Conduct and related departments regarding the processing and adjudication of student conduct violations, as well as address updates in the programming of other departments integral to the student adjudication process (e.g. Counseling Center and Residence Life), and

WHEREAS, revisions are required to address current editorial, grammatical, and clarification issues that exist in the current version of the Code, and

WHEREAS, the revisions to the Springfield and West Plains' Campuses' Codes have been reviewed by a wide constituency of university stakeholders including i) a Committee composed of students, staff, and faculty, ii) the Springfield campus' Vice President for Student Affairs and Dean of Students, and the West Plains' Dean of Student Services, iii) the Office of General Counsel, and iv) Springfield and West Plains Administrative Councils. Each stakeholder set forth above supports pursuing adoption of these revisions.

NOW, THEREFORE BE IT RESOLVED that the attached Code of Student Rights and Responsibilities, as amended, be approved by the Board of Governors and become effective August ____, 2018.

VOTE: AYE__

NAY__

Comments: Attached you will find: 1) an Executive Summary of the 2018 proposed revisions (Schedule A), 2) a redline and clean copy of the revisions proposed for the Springfield Code (Schedule B), and 3) a redline and clean copy of the revisions proposed for the West Plains Code (Schedule C).

Schedule A

Executive Summary 2018 Revisions to the Code of Student Rights and Responsibilities (Code) Springfield Campus

The last code review was conducted in the spring 2015 semester and resulted in an approved Code for the fall 2016 semester.

In the fall 2017 semester, Dr. Andrea Weber, Director of Student Conduct and Jeff Mitchell, Associate General Counsel began a holistic review of the current Code of Student Rights and Responsibilities.

As a result, they provided a committee comprised of faculty, staff, and students an edited copy for their review. In the spring 2018 semester, this committee came together to review the proposed edits and agreed unanimously on said edits.

The committee was comprised of the following individuals:

Adja Jones, Staff, Assistant Director, Achievement Center
Andy Englert, Staff, Associate Director, Safety & Transportation
Zachary Cull, Student – SGA, junior, Socio-Political Communication
Louise Taylor, Student – SGA, senior, Socio-Political Communication
Tamarah Dixon, Staff, Assistant Director, Office of Student Conduct
Kerri Saylor-Deal, Staff, Administrative Assistant, Office of Student Conduct
Courtney Brewer, Staff, Hall Director – Freddy Hall
Michael Hammond, Faculty, Senior Instructor - Accounting
Hannah Harris, Faculty, Assistant Director of the Learning Diagnostic Center
Carol Shoptaugh, Faculty, Professor - Psychology
Haley Zangyl, Graduate Student, Assistant Hall Director – Wells
Dr. Thomas Lane, Staff, AVP for Student Affairs & Dean of Students

The Springfield Office of Student Conduct provided its revisions to the West Plains the Dean of Student Services for review and revision. The West Plains revision, incorporates a majority of the changes proposed by the Springfield campus, with some adjustment based on personnel, facilities, and campus specific terminology.

The following edits as denoted by redlines to the current Code of Student Rights and Responsibilities are made based on the following general categories of rationale:

Council for the Advancement of Standards in Higher Education (CAS) Recommendation:

In 2017, the Office of Student Conduct went through an external assessment through the Council for the Advancement of Standards in Higher Education (CAS). Through that process, the external review team articulated a number of recommendations for improvements to the Office's operations, including areas for Code improvement. Changes are being made to the Code to fully implement the recommendations of the CAS team.

Schedule A

Clery Guidance:

While the code was operating under the historical expectations set forth by Clery, the current revisions reflect the updated guidance as provided by Clery.

Programming:

The Code is only one of many ways in which student services, expectations, and obligations are conveyed. In this review, an effort was made to identify areas in which other University programming goals or current endeavors could improve upon current Code language. Where appropriate, the source of the change is identified in the comments associated with each change.

Clarification:

An effort was made to revise the document to increase readability and understanding. Edits labeled as “clarification” may be both substantive and formatting, but overall, they are an attempt to revise the Code so that all users of the document better understand the document.

Editorial:

In this review, an effort was made to address non-substantive errors in spelling, punctuation, grammar, formatting, references, and numbering. These edits are not intended as “substantive” changes, but freeing the document of these types of “editorial” error will substantively benefit the Code.

**The Code of Student Rights and Responsibilities
of Missouri State University**

Table of Contents

<u>Section</u>	<u>Subject</u>	<u>Pages</u>
Article I	Student Rights	1 - 34
Article II	Responsibilities	4 - 6
Article III	Authority and Jurisdiction	6 - 7
Article IV	Proscribed Conduct	7 - 11
Article V	Violations of Law and University Conduct	11 - 12
Article VI	Conduct Policies Adjudication Process	12 - 18 <small>[A1]</small> 9
Article VII	Consequences	189 - 24
Article VIII	Appeals	24 - 256
Article IX	Interpretation and Revision	26
Article X	Definition of Terms	26 - 29

The Code of Student Rights and Responsibilities of Missouri State University

Article I: Student Rights

- 1.1 The following enumeration of rights shall not be construed to deny or disparage other rights not in conflict with this Code of Student Rights and retained by students in their capacity as members of the University Community or as citizens of the State or of the United States. This Code shall not be construed in any manner which might run counter to a reasonable construction of the Charter and Bylaws of the University and the direction of the Board of Governors, nor of the Constitution and Bylaws of the Faculty, nor of the Constitution of the Student Government Association; nor shall it be construed, interpreted, or applied in any manner which would seem detrimental to the privileges, purposes, aims, and goals of Missouri State University as a public institution of higher learning with a statewide mission in Public Affairs.
- 1.2 Federal and State constitutional guarantees of free inquiry, expression, and assembly are specifically restated as guarantees on this campus.
- 1.3 Students are free to pursue their educational goals and to have appropriate opportunities for learning in the classroom and on the campus as shall be provided by the University.
- 1.4 No conduct consequences may be imposed upon any student without following minimal procedural due process, as described in Article VI of this code.
- 1.5 Within the limits of its facilities, the University shall be open to all applicants who are qualified according to the admission requirements, which may be adopted and established from time to time. The University does not discriminate on the basis of race, color, national origin (including ancestry), religion, sex (including marital status, family status, pregnancy, sexual orientation, gender identity, or gender expression), age, disability, veteran status, genetic information or any other basis protected by applicable law in employment or in any program or activity offered or sponsored by the University. Prohibited sex discrimination encompasses sexual harassment, which includes sexual violence. [See G1.31 Title IX Policy on Sexual Assault, Stalking and Other Forms of Sexual Misconduct \(Title IX Policy\).](#) ~~-(link)~~ [A2]
- 1.6 Discussion and expression of all views relevant to the subject matter are permitted in the classroom subject only to the responsibility of the instructor to maintain order and a climate conducive to learning, within the stated goals and purposes of the University.
- 1.7 All students shall have the right to be protected from prejudiced academic evaluations unrelated to academic performance based on the student's views, opinions, political associations, organizational memberships, or the instructor's biases based on the character of the student. Furthermore, all students shall have the right to appeal a grade to the instructor, the department head, the college dean, and the Provost. All grade remedies under other existing policies shall be protected under this Code.
- 1.8 Discussion and expression not inconsistent with the laws of the State and the United States, and in the manner, time, and place prescribed by University policy, are permitted within the institution. Support of any cause by orderly means is permitted, subject to the paramount rights of the University, the safety and rights of individuals, the protection of property, and the continuity of the educational process.
- 1.9 The University encourages expression of informative and differing viewpoints on issues and will support the presence on the campus of responsible persons representing various

Schedule B

- views. The University reserves the right to specify the conditions of time, place, and manner of speakers through the University's Expressive Activity Policy. See G5.02 Expressive Activity Policy.^[A3]
- 1.10 Organizations and groups may be established within the University for any lawful purpose. Affiliation with an extramural organization shall not, in itself, qualify or disqualify the University branch or chapter from institutional privileges. A group shall become an organization when formally recognized by the University according to the procedures and regulations established by the Office of Student Engagement. No group may be so recognized or continue to be recognized if its purposes or programs are in conflict with this Code of Student Rights or with the laws of the State or of the United States.
- 1.11 A student group or organization may distribute written material on campus without prior approval provided that such distribution is consistent with the policies of the University, including the University's Advertising, Distribution, Solicitation, and Facilities Usage Policy, and the applicable laws of the State or and of the United States, and provided that it does not disrupt the operation of the University^[A4].
- 1.12 The student press is to be free of censorship. The editors and managers shall not arbitrarily be suspended because of student, faculty, administration, alumni, or community disapproval of editorial policy or content.
- 1.13 All students shall have the right to be represented in the Student Senate of the Student Government Association, and they further shall have all rights that constituents in democratic societies have including, but not limited to, the right of petition and recall of their representatives.
- 1.14 Students have limited rights of privacy while on University premises, which extend to living quarters in residence halls.^[A5] The following activities shall not be considered to impinge upon such rights of privacy: the entry of a room to provide maintenance inspections or repair services; entry when there is reasonable cause to believe that a health or safety issue exists; entry when there is reasonable evidence of a disruption of peace that substantially interrupts the daily operations of the residence hall and/or floor community; entry of a room when a student permanently vacates the room; entry of a room when a student vacates a room for a break period; the search of student rooms by civil authorities in accordance with local, state, or federal laws; the removal of substances or property in violation of University policy or law during a routine health or safety inspection; the removal of substances or property in violation of University policy or law when in plain view; and the removal of substances or property in violation of University policy or law during a situation when a University Official, in the course of his/her the Official's duties^[A6], believes an emergency situation exists which poses threat of harm to a member of the campus community or to University property. Students should not expect these limited rights of privacy to extend to computer accounts and electronic mail. The University reserves the right to access student files and accounts as a part of normal routine tasks and for the purposes of investigating alleged wrongdoing.
- 1.15 All students shall have the right to have their academic and conduct records protected from unauthorized access by any person without the written consent of the student involved, except under compulsion by a University hearing panel or court of law, the University Board of Governors, or as otherwise allowed by state and federal law.
- 1.16 All students shall have the right to access, according to published University regulations and/or procedures, all University structures where student fees or fines directly contribute

Schedule B

to the upkeep of said buildings, except private offices and other areas where student access could compromise privacy. These buildings shall include, but are not limited to, Plaster Student Union, Hammons Student Center, McDonald Arena, Meyer Library, Robert W. Plaster Stadium, Betty and Bobby Allison North Stadium, Betty and Bobby Allison South Stadium, Betty and Bobby Allison Recreational Fields, Betty and Bobby Allison Sand Volleyball Courts, Student Exhibition Center, and Taylor Health and Wellness Center.

- 1.17 All students shall have the right to be secure from having ~~their~~ these rights infringed upon by University administrators, faculty, support staff, or fellow students.^[A7]
- 1.18 All students have a right to be offered reasonable protection from retaliation, ~~intimidation~~ intimidation, and/or harassment. ^[A8] Students who believe they have experienced retaliation, intimidation, and/or harassment are encouraged to seek assistance from one of a number of campus resources. The Dean of Students Office, the Office of Student Conduct, the Title IX Office and the Office of Institutional Equity and Compliance all have staff and resources available to assist students who believe they may be the victim of retaliation, intimidation, and/or harassment.^[A9] Students can find assistance on filing complaint charges or campus resources at www.missouristate.edu/studentconduct.
- 1.19 The University Community is a community of people with respect for diversity. The University emphasizes the dignity and equality common to all persons and adheres to a strict non-discrimination policy regarding the treatment of individual faculty, staff, and students. In accord with federal law and applicable Missouri statutes, the University does not discriminate on the basis of race, color, national origin (including ancestry, or any other subcategory of national origin recognized by applicable law), religion, sex (including marital status, family status, pregnancy, sexual orientation, gender identity, gender expression, or any other subcategory of sex recognized by applicable law), age, disability, veteran status, genetic information, or any other basis protected by applicable law in employment or in any program or activity offered or sponsored by the University. Sex discrimination encompasses sexual harassment, which includes sexual violence, and is strictly prohibited by Title IX of the Education Amendments of 1972

Article II: Responsibilities

Missouri State University has a single purpose: to develop educated persons. It is thus committed to the search for knowledge. It recognizes that human curiosity explores unknown intellectual worlds as well as unknown physical worlds. In a world where knowledge can become outdated in less than a decade, the University is committed to the discovery and dissemination of knowledge that serves the future.

Educated persons are developed through the interaction of competent, caring faculty and capable, motivated students, supported by dedicated professional staff. It is assumed that the three components of the University, faculty, students, and staff, come together as a community in pursuit of the single purpose of the University. In joining this community, students voluntarily assume certain responsibilities that are necessary for promoting the welfare of the community. Although no definitive list of responsibilities can ever truly be developed, the following represent the main responsibilities students assume by becoming members of the University community.

- 2.1 Academic integrity and honesty are the foundation of the University community. Students are expected to practice academic integrity in all assigned work. Students are expected to be honest in all interactions with other students, faculty, and staff.
- 2.2 The University has the inherent right to promulgate appropriate rules and regulations for

Schedule B

- the orderly conduct of University business and the protection of the health and safety of the University community. Students are expected to comply with all published and stated rules and regulations.
- 2.3 Members of the faculty and staff have the authority to properly direct student conduct in concert with the authority stated above. Students are expected to comply with directives of University officials who are acting in performance of their duties. Students must comply with directives even when they disagree with the directives. A student retains the right to appeal an issued directive through the administrative structure that exists for the faculty or staff member who issued the directive, through established policies.
- 2.4 The search for knowledge can only take place within an atmosphere of open exchange. Open exchange can only take place in an environment of respect and civility. The University has an economically, culturally, and ethnically diverse population. Students are encouraged to respect differences of culture, lifestyles, and religions as well as to respect freedom of expression. Additionally, students are encouraged to behave in a manner that is both respectful and civil.
- 2.5 The campus and its grounds, facilities, and equipment are provided largely by the people of the State of Missouri for the students of the University. Students are expected to protect and guard these resources.
- 2.6 Individual compliance with University rules and regulations can only partially ~~insure~~ ensure a safe and orderly environment^[A10]. Being a responsible member of the community also implies encouraging behaviors in others which are consistent with these rights and responsibilities, discouraging behaviors which are inconsistent, and taking positive action in the face of violations. Minimally, students are expected to participate in the process of adjudicating violations of University expectations, rules, and/or regulations. This implies that students will report violations for which they have knowledge and participate in the conduct process as necessary.
- 2.7 Good Citizen Policy. The welfare of our students is of the highest importance to Missouri State University. There will be times when individual students, both on and off campus, may be in critical need of assistance from medical or other professional personnel. Missouri State University hopes that these students will seek help, and that other students will respond to obtain the help that their fellow student needs. To that end, Missouri State University intends to minimize any hesitation that students might have in obtaining help due to concern that their own behavior might be a violation of University policy.
- The University pursues a policy of limited immunity for students who offer help to others in need. While policy violations cannot be overlooked, ~~While policy violations cannot be overlooked, the Office of Student Conduct~~ ~~staff members~~ will consider the positive impact of reporting an incident on the welfare of students when determining the appropriate response for policy violations by the reporter of the incident. Any possible negative consequences for the reporter of the problem should be weighed against the possible negative consequences for the student who needs intervention. At a minimum, Missouri State University suggests that a student anonymously report any situation that would put the student in need in touch with professional help. To report an incident, contact the Office of Student Conduct, Plaster Student Union, Room 405 (417-836-6937. Incidents may also be reported through the Office of Student Conduct's website: www.missouristate.edu/studentconduct. ~~,click here (link). See also G1.31 Title IX Policy (Link) on Bystander Engagement.~~

Schedule B

~~Examples where the Good Citizen Policy may influence educational consequences are:~~

~~A student is reluctant to report that she/he has been sexually assaulted because she/he was smoking marijuana just prior to the assault.~~

~~A student is reluctant to call an ambulance when a friend becomes unconscious following an excessive consumption of alcohol because the reporting student is under the age of 21 and also was consuming alcohol.~~

~~A member of a student organization is reluctant to report a possible suicide attempt by a prospective member because prospective members have been required to perform activities that may be considered hazing.~~

~~In all three of these examples, a student's physical and/or psychological well being is in serious jeopardy.~~^[A11]

2.8 Attending classes becomes a responsibility of students when they are admitted to the University and for as long as they are in good standing. Students are expected to attend class in accordance with the rights and responsibilities afforded them by the University's Attendance Policy (Op3.04-7 Attendance Policy)^[A12].

2.9 The primary interaction between faculty and students, which produces educated persons, is in the classroom in the individual course setting. Requirements of participation in classroom discussion and submission of written exercises are consistent with this document.

2.10 Pursuant to the University's Class Disruption policy (Op3.04-11 Class Disruption), ~~the~~ course instructor has original jurisdiction over ~~his/her~~the class and may deny a student who is unduly disruptive the right to attend the class.^[A13] Students are expected to master the course content in compliance with the syllabus of the course instructor. The student is expected to comply with all reasonable directives of the course instructor. The course instructor may have a student administratively withdrawn from a course upon showing good cause and with the concurrence of the department head. The appeals process in case of such administrative withdrawal shall be as stated in the undergraduate catalogue in the academic regulations under "Grade Re-Evaluation Based on Performance."

2.11 Pursuant to the University's Non-Discrimination Policy Statement (G1.05 Non-Discrimination Policy Statement), students ~~will be free from and are expected not permitted to discriminate on the basis of race, color, national origin (including ancestry, or any other subcategory of national origin recognized by applicable law), religion, sex (including marital status, family status, pregnancy, sexual orientation, gender identity, gender expression, or any other subcategory of sex recognized by applicable law), age, disability, veteran status, genetic information, or any other basis protected by applicable law in connection with their activities as members of the University community.^[A14]~~

2.12 ~~Students~~ may ~~will~~ be held responsible for the behavioral acts of their guests ~~and secondary lessees (applies to married and family housing)~~ when such acts are in violation of the Code and occur on University premises or in conjunction with University-sponsored or supervised activities.^[A15]

Article III: Authority and Jurisdiction

3.1 The State of Missouri has delegated, by statute, authority for the governance of Missouri State University to the Board of Governors. This includes "full power and authority to adopt all needful rules and regulations for the guidance and supervision of the conduct of all students while enrolled as such" and the authority to enforce obedience to those rules

Schedule B

and regulations. It also has the power to delegate student conduct authority.

- 3.2 Generally, jurisdiction and the conduct process ~~shall will~~ be limited to behavior which occurs on University premises or at University-sponsored activities. ~~[-A16] Jurisdiction and the conduct process will apply to the conduct of students, student groups, and student organization which occurs or off of University premises campus when such conduct it adversely affects the University, a member of the University Community and/or the behavior reflects a clear disregard for the rights and responsibilities found herein. pursuit of its objectives. [A17]~~
- 3.3 Each student ~~shall will~~ be responsible for ~~comply with this Code from the his/her conduct from the~~ time of application for admission through the actual awarding of a degree, ~~even though conduct may occur before classes begin or after classes end~~, as well as during the academic year and during periods between terms of actual enrollment (~~and~~ even if their conduct is not discovered until after a degree is awarded). The ~~Student~~ Code shall apply to a student's ~~behavior conduct violation even even though the conduct violation may have occurred before classes begin or after classes end. The Conduct Officer may choose to pursue conduct charges even~~ if the student withdraws from school while a conduct matter is pending.

Article IV: Proscribed Conduct

Any student found ~~by the University~~ to have committed any of the following misconduct is subject to the consequences outlined in Article VII. ~~The University cannot develop a list of acts of misconduct that can accurately describe or anticipate every possible act of a student. The authority to determine if a specific act is subject to consequences shall be left with the Conduct Office and/or Hearing Authority working with the specific cases determined pursuant to the procedures set forth in this Code [A18].~~

- 4.1 ~~Non-Academic Acts of Dishonesty: When an act of dishonesty is of a nNon-aAcademic Acts of Dishonesty are acts of dishonesty not related to the student's academic performance. nature, the policies of this Code are in effect. Non-Academic Acts of dDishonesty may include, but are not limited to, the following:~~
- a. ~~Furnishing false information to any University official, faculty member, or office, or the use or possession of any form of false identification.~~
 - b. ~~Forgery, alteration, or misuse of any University document, record, or instrument of identification.~~
 - c. ~~Tampering with the election of any student organization.~~

Acts of dishonesty that are related to a student's academic performance, and any incident of alleged academic dishonesty committed by any student at Missouri State University outside of the context of enrollment in any particular course, are ~~not governed by this Code, but are instead~~ governed by the Student Academic Integrity Policies and Procedures. This document is available in the Office of the Provost, at <http://www.missouristate.edu/assets/policy/academicintegritypolicyrev-1-08.pdf> –and in the Office of Academic Affairs. ~~Any one of the following acts constitutes academic dishonesty: cheating, fabrication, plagiarism, or facilitating academic dishonesty. Definitions of these acts are included in Article X: Definition of Terms. When an act of dishonesty is of a non-academic nature, the policies of this Code are in effect. Acts of~~

Schedule B

~~dishonesty may include, but are not limited to, the following:~~

- ~~a. Furnishing false information to any University official, faculty member, or officer.~~
 - ~~b. Forgery, alteration, or misuse of any University document, record, or instrument of identification.~~
 - ~~e. Tampering with the election of any student organization.~~ [A19]
- 4.2 Disruption or obstruction of teaching, research, administration, conduct proceedings, other University activities, including its public-service functions on or off campus, ~~or University-sponsored or supervised activities~~ ~~other authorized non-University activities~~ [A20].-
- 4.3 Discriminatory Harassment [A21], which is unwelcome discriminatory conduct directed toward another person or an identifiable group of persons on the basis of on the basis of race, color, national origin (including ancestry, or any other subcategory of national origin recognized by applicable law), religion, sex (including marital status, family status, pregnancy, sexual orientation, gender identity, gender expression, or any other subcategory of sex recognized by applicable law), age, disability, veteran status, genetic information, or any other basis protected by applicable law, which is so severe, pervasive and objectionably offensive, and that so undermines and detracts from the person or identifiable group's education experience that the student(s) are effectively denied equal access to the University's resources and opportunities. ~~-or pervasive and has the purpose or effect of creating an intimidating, hostile, or offensive learning, working, or living environment (see section 4.19 for sexual harassment).~~ See Non-Discrimination Policy Statement (G1.05 Non-Discrimination Policy Statement). For additional information regarding sex discrimination (encompassing sexual harassment, see Section 4.19 & G1.31).
- 4.4 Attempted or actual theft of and/or damage to property of the University or property of a member of the University community or other personal or public property.
- 4.5 Hazing, an act that endangers the mental or physical health or safety of a student, or which destroys or removes public or private property, for the purpose of initiation ~~/ or~~ admission into, affiliation with, or as a condition of continued membership in a group or organization. The express or implied consent of the student will not be a defense to a violation of hazing. The willing participation or acquiescence of the student subject to the hazing activity is no defense and is still. ~~Apathy or acquiescence in the presence of hazing is not a neutral act; they are~~ violations of this policy.
- 4.6 Failure to comply with ~~directions~~ directives of University officials or law enforcement officers acting in performance of their duties (including, without limitation, failure to comply with a no-contact directive) and/or failure to identify oneself to these persons when requested to do so.
- 4.7 Unauthorized possession, duplication, or use of keys to any University premises or unauthorized entry to or use of University premises that have restricted access.
- 4.8 Violation of University policies, rules, or regulations ~~published in University documents~~ including but not limited to: "The University Catalogue", "Policy and Ethics for Student Computer Use and Computer Network Use", "The Guide to Residence Hall Living", "The Guide to University Apartment Living", and The University Policy Library (specifically Chapter 5 regarding Student Policies) available at <http://www.missouristate.edu/policy/studentpolicies.htm>, or in other sources with which a student could reasonably be expected to be familiar.

Schedule B

- 4.9 Violation of federal, state, or local laws and ordinances on University premises or at University-sponsored or -supervised activities. Violations of federal, state or local laws and ordinances that occur off campus when the conduct adversely affects a member of the University community ~~Community or the behavior reflects a clear disregard for this Code, State law, or Federal law and/or the pursuit of its objectives.~~
- 4.10 Use, possession, or distribution of narcotics or other controlled substances, or ~~drug-related paraphernalia~~, except as expressly permitted by Federal law. ~~Also prohibited are~~ Including the use of prescription medications without proper prescription or used counter to used outside the directions of a valid prescription. Additionally, the misuse of any products for the purposes of ~~as well as other substances used to gain~~ gaining a similar effect as illegal drugs. Recommended minimum consequences for a violation of this, Section 4.10 ~~the possession of drug paraphernalia and use or possession of marijuana or other controlled substances~~ are outlined in 7.13.^[A22]
- 4.11 Use, possession, or distribution of alcoholic beverages, or alcohol paraphernalia (as defined in this Code) except as expressly permitted by the law and University regulations, or public intoxication on University Premises. ~~Alcohol paraphernalia may include such items as empty cans, bottles, or any kind of alcohol bong.~~ Recommended minimum consequences for violations of the alcohol policy are outlined in 7.13.
- 4.12 ~~Unauthorized fireworks and unauthorized p~~ Possession and/or use of firearms, fireworks, explosive weapons, and other weapons, as defined by University policy and Missouri Revised Statutes law, on University premises. ~~Authorization to possess such items on University property may be granted by the President and delegated to the Director of Safety and Transportation or his/her designee.~~
- 4.13 Tampering with fire alarms, extinguishers, and/or other safety equipment.
- 4.14 Participation in a campus demonstration which disrupts the normal operations of the University and infringes on the rights of the University community; leading or inciting others to disrupt scheduled and/or normal activities within any campus building or area; intentional obstruction which unreasonably interferes with freedom of movement, either pedestrian or vehicular, on ~~campus~~ University premises or at a University sponsored or sanctioned event.
- 4.15 Obstruction of the free flow of pedestrian or vehicular traffic on University premises or at University-sponsored or -supervised functions.
- 4.16 Conduct, which is:
- a. ~~Unduly disruptive to the University community, lewd, or obscene. Obscene conduct may include conduct that appeals only to a prurient interest and/or depicts/describes sexual acts in a patently offensive way.~~
 - b. ~~A breach of peace~~
 - c. ~~Aiding, abetting, or procuring another person to breach the peace on University premises or at functions sponsored, or participated in, by the University.~~^[A23]
 - d. Unauthorized Surveillance: making unauthorized video or photographic images of a person in a location in which that person has a reasonable expectation of privacy, including, but not limited to, shower/locker rooms, residence hall rooms, and men's or women's restrooms. Also prohibited is the intentional or knowing viewing, storing, sharing, and/or other distribution of such unauthorized images by any means.
 - e. _____

Schedule B

4.17 Unauthorized distribution of sexually explicit images, sharing, displaying, or otherwise distributing nude or sexually explicit images of another individual without that individual's consent, even if the image was lawfully made or taken with consent. The knowing or intentionally viewing of an image by a third-party when the third party knows or has reason to know that the subject of the image has not consented to such viewing or distribution is likewise a violation of this section.

~~4.17~~18 Abuse of computing resources, including but not limited to:

- a. Sharing a University account password with others, allowing anyone else to use your account, or use someone else's account.
- b. Copying, sharing, uploading, downloading, sending, or knowingly receive copyrighted or trade/service marked materials without authorization.
- c. Fraudulently accessing and interfering with computer systems, resources, data or other users.
- d. Examining, altering or attempting to examine or alter another computer user's private files or electronic communications without authorization.
- e. Using or altering electronic communications to hide identity or impersonate another party.
- f. Disrupting, attempting to disrupt, or supporting the disruption of University or external information technology services, systems, or users.
- g. Violating Missouri State University's Acceptable Use and/or Computers/Networks Policies (for more information on these policies visit www.missouristate.edu/policy/Op12_02_1_AcceptableUse.htm and www.missouristate.edu/policy/Op12_02_3_ComputersNetworks.htm).

~~4.18~~19 Physical Misconduct, including but not limited to:

- a. Inflicting bodily harm or unwanted physical contact upon any person.
- b. Taking any action for the purpose of inflicting harm upon any person.

~~4.19~~20^(A24) Sexual discrimination (including but not limited to sexual violence, sexual harassment, sexual assault), domestic violence, dating violence, and/or stalking. Missouri State University is committed to creating and maintaining an environment that is safe and free from sexual violence and sexual harassment, including sexual assault and stalking. **The University will take immediate-reasonable action to eliminate harassment, prevent its recurrence, and address its effects.** This policy also prohibits retaliation against an individual who has brought forward a complaint of sexual harassment and/or taken part in a conduct process as a result of a sexual harassment complaint. For definitions and further explanation of University policy, see [G1.31 Title IX Policy on Sexual Assault, Stalking, and Other Forms of Sexual Misconduct.](#) ~~(link)~~

The recommended minimum consequence ~~for a violation of Section 4.20 shall-is be suspension for one semester (a summer semester does not satisfy this requirement)~~level two probation for one (1) year. In addition, other consequences may be enacted, as needed (~~e.g., moving from one residence hall to another or a required change of academic~~

Schedule B

schedule). ~~Note: All instances of alleged violations of this section 4.19 shall be considered on a case-by-case basis based on the facts and circumstances of each situation.~~ Nothing in this section shall limit the University hearing authority from imposing any consequence permitted by the Code.

~~4.20~~21 ~~[A25]~~

Abuse of the Conduct System, including but not limited to:

- a. Failure to obey the ~~summons directives~~ of a Conduct Officer or University official.
- b. Falsification, distortion, or misrepresentation of information before a Conduct Officer, University official, ~~Conduct Advisor,~~ and/or Hearing Panel.
- c. Disruption or interference with the orderly conduct of a conduct proceeding.
- d. Institution of a conduct proceeding knowingly without cause.
- e. Attempting to discourage an individual's proper participation in, or use of, the conduct system.
- f. Attempting to influence the impartiality of any member of a conduct proceeding prior to, during, and/or after a conduct meeting and/or hearing.
- g. ~~Harassment (verbal or physical), intimidation, and/or r~~Retaliation against any person participating in the conduct process.
- h. Failure to comply with consequences imposed following a conduct proceeding, by the date specified, under the Code of Rights and Responsibilities.
- i. influencing or attempting to influence another person to commit an abuse of the conduct system.

~~4.21~~22 Violations of Missouri State University's Tobacco Use/Smoking Policy. This policy can be found online http://www.missouristate.edu/policy/op11_18_tobaccouse.htm.

~~4.22~~23 Assisting or encouraging, through act or omission, any person or group with committing or attempting to commit a violation of this Code or Federal/State laws and regulations. Failure to leave or report a situation where any person is committing or attempting to commit a violation of this Code.

Article V: Violation of Law and University Conduct

- 5.1 University conduct proceedings may be instituted against a student charged with conduct that potentially is a violation of both criminal law and this Code. ~~For example, if both violations result from the same factual situation, without regard to the pendency of civil or criminal litigation in court or criminal arrest and prosecution.~~ Proceedings under this Code may be carried out prior to, simultaneously with, or following civil or criminal proceeding off-campus at the discretion of the ~~Dean of Students or his/her designee~~Office of Student Conduct. Determinations made or consequences imposed under this Code shall not be subject to change because criminal charges ~~arising out of the same facts giving rise to violation of University rules~~ were dismissed, reduced, or resolved in favor of or against the criminal law defendant. In cases involving potential criminal conduct the ~~Dean of Students~~Office of Student Conduct, in conjunction with the Dean of Students and other appropriate University officials, will determine whether law enforcement shall be notified.
- 5.2 When a student is charged by federal, state, or local authorities with a violation of law, the

Schedule B

University will not request or agree to special consideration for that individual because of his or her status as a student. If the alleged offense is also the subject of a proceeding before a conduct body under the Code, however, the University may advise off-campus authorities of the existence of the Code and of how such matters will be handled internally within the University community. The University will cooperate fully with law enforcement and other agencies in the enforcement of criminal law on campus and in the conditions imposed by criminal courts for the rehabilitation of student violators. Individual students, staff members, and faculty members, acting in their personal capacities, remain free to interact with governmental representatives as they deem appropriate.

Article VI: ~~Conduct Policies~~ Adjudication Process ^[A26]

The development of self-discipline is a goal of education, and the conduct process is intended to be educational in nature. The conduct adjudication process described herein is designed to further the educational process; therefore, it is not comparable to, or a substitute for, jurisprudence under a criminal code. Therefore, formal rules of process, procedure, and/or technical rules of evidence, such as are applied in criminal or civil court, are not used in student conduct adjudication process. The conduct adjudication process outlined below are designed to balance the rights and responsibilities of the student accused of wrong doing with the rights of the University community, including but not limited to, the complaining student, other students, faculty, staff, and the public.

6.1^[A27] Any member of the University community (~~complainant~~) may file a complaint against any student or student organization for alleged violations of this Code. ~~misconduct~~ (respondent). The complaint may be prepared in writing or notice may be given in another manner and directed to the ~~Dean of Students Office~~ Office of Student Conduct, which ~~is~~ has been given responsibility of the ~~responsible for the~~ administration of the University conduct system. Any ~~charge-complaint~~ should be submitted as soon as is reasonably possible after the event takes place, but in any case, no longer than twelve (12) months from the date the person knew or should have known of the alleged violation~~the facts,~~ ~~unless otherwise required by law~~. In most cases students will not undergo more than one conduct process within the University for the same incident. ~~For example, if a student is assigned consequences from their academic department for an incident, the student will not typically face conduct charges for the same incident.~~

6.2^[A28] Violations of Code Policies (other than violations of G1.31): After receiving an incident report or other indication of Code violations, the Office of Student Conduct, or their designee, may proceed as follows:

- a. Assign appropriate Conduct Officer
- b. Conduct Officer conducts an investigation of the allegations, or other validation of the allegations received.
- c. If appropriate, send a charge letter indicating:
 1. The sections of the Code or other University policies allegedly violated
 2. Date, time, and place the alleged violation occurred (if available)
 3. A concise summary of the alleged violation
 4. A list of witnesses (to be supplemented later if necessary)
 5. A date, time, and location for the respondent to meet with the Conduct Officer. The respondent's class schedule shall be consulted; the respondent may ask the Conduct Officer for an alternate date and time to meet within the deadline listed in the letter. The decision to alter the meeting time and date is at the discretion of the Conduct Officer.

6.2^[A29]3 Alleged Violations of G1.31 Title IX Policy/Code Section 4.20: If the complaint is an alleged violation of ~~for sexual assault under the Title IX Policy (link)~~, the Conduct Officer ~~shall~~ will forward the complaint to the Title IX office for review and investigation subject to the Title IX Policy. follow the investigative steps outlined in that policy, and in the case of any conflict between G1.31 and this policy, G1.31 shall control. If a complaint

Schedule B

- ~~includes allegations of sexual assault under G1.31 Title IX Policy on Sexual Assault, Stalking and Other Forms of Sexual Misconduct, mediation is not appropriate even on a voluntary basis. After completing an Title IX investigation, the Title IX Office shall will prepare an investigative report summarizing the investigation and the finding from the investigative report. conclusion of same. Such report will be provided to the Office of Student Conduct. After receiving the investigative report from the Title IX Office, the Conduct Officer assigned to the complaint shall will proceed as follows: do the following:~~
- ~~a. Prepare and send correspondence to the individual identified as the respondent in the Title IX Investigative Report scheduling a Conduct Meeting where the assigned Conduct Officer will discuss Present situation described in the investigative report, the proposed charges against the respondent, the consequences proposed by the Conduct Officer, and the respondent's position on responsibility to the respondent in written form as outlined in 6.4 which stem from the findings of the investigative report;~~
 - ~~b. Meet with the respondent by the deadline assigned in the letter of At this Conduct Meeting, the respondent will be given the opportunity to charges to review the investigative report, Conduct Officer charges and give a summary of information to be presented as to allow preparation of refutation. The respondent will be given the opportunity to review any materials from the investigation report including but not limited to: audio recordings, investigative report, and exhibits;~~
 - ~~c. Answer questions and provide any necessary clarification of the Code and/or its procedures;~~
 - ~~d. Discuss the respondent's level of responsibility in the conduct situation. The respondent may give additional information, present additional pertinent documents or records pertaining to the incident, and present additional witnesses which were not provided during the investigative phase; and~~
 - ~~e. [A30]. In cases where the Conduct Officer and the respondent are unable to come to an agreement on responsibility for a violation or an appropriate consequence, the respondent shall have the right to request a hearing in front of a hearing authority.~~
- ~~6.3 In complaints that do not include allegations under G1.31 Title IX Policy on Sexual Assault, Stalking and Other Forms of Sexual Misconduct, the Conduct Officer will promptly investigate to determine if there is reasonable cause to charge the accused individual and what policy violations may be considered as part of the complaint. In the event of an informal resolution, the Conduct Officer may take appropriate steps to resolve the situation and such disposition shall be final and there shall be no subsequent proceedings.~~
- 6.4 All charges shall be presented to the respondent in written form, via Missouri State University email and/or U.S. mail. The written notice of charges will contain the following:
- ~~a. The sections of the Code or other University policies allegedly violated~~
 - ~~b. Date, time, and place the alleged violation occurred~~
 - ~~c. A concise summary of the alleged violation~~
 - ~~d. A list of witnesses (to be supplemented later if necessary)~~
 - ~~e. A date, time, and location for the respondent to meet with the Conduct Officer. The respondent's class schedule shall be consulted; the respondent may ask the Conduct Officer for an alternate date and time to meet within the deadline listed in the letter. The decision to alter the meeting time and date is at the discretion of the Conduct Officer.~~

Schedule B

~~6.5~~^[A31] Following receipt of the complaint, and in the discretion of the Conduct Officer, ~~the~~ respondent will have a ~~conduct~~ Conduct meeting ~~Meeting~~ with the Conduct Officer by the deadline assigned in the correspondence from the Conduct Officer ~~letter of charges~~. At this meeting the respondent may be accompanied by an advisor. At the Conduct Meeting the following matters will may be ~~decided~~ discussed:

- a. The Conduct ~~Officer~~ will go over the charges and give a summary of the information to be presented.
- b. The Conduct ~~Officer~~ will answer any questions and provide any ~~requested~~ clarification of the Code and/or its procedures
- c. The respondent may respond to the charges and provide any information ~~he/she~~ the respondent believes to be relevant in determining responsibility. ~~He/she~~ The respondent has the opportunity to present information, ask questions, present records or documentation pertaining to the incident, present witnesses, and provide explanations to the Conduct Officer.
- d. The Conduct ~~Officer~~ and the respondent will discuss the respondent's level of responsibility relating to the allegations in the ~~conduct situation~~ and attempt to come to an agreement regarding responsibility (or ~~no~~ lack of responsibility) and consequences as necessary. If an agreement is reached, a Case Resolution Form (CRF) will be filled out by the Conduct Officer.

~~e.~~^[A32] ~~In cases where the Conduct Officer and the respondent are unable to come to an agreement on responsibility for a violation or an appropriate consequence, the respondent shall have the right to request a hearing in front of a Hearing Authority. If the respondent's Conduct Officer is a Residence Life staff member, the respondent may choose as the Hearing Authority either the Assistant Director for the opposite side of campus (if unavailable, the Associate Director, another Assistant Director who does not have direct supervisory capacity over the complainant, or the Director may serve as the Hearing Authority) or a hearing panel.~~

~~f.~~ ~~Except as set forth in subsection (g) below, if the respondent fails to attend the scheduled conduct meeting, the Conduct Officer may, at his or her discretion, conduct the meeting in the respondent's absence and render a finding of responsibility or no responsibility. In these cases, the Conduct Officer will complete a ~~Case Resolution Form (CRF)~~ and send ~~a~~ findings letter to the respondent; the respondent is responsible for fulfilling or upholding the consequences listed within the letter. ~~If the respondent wishes to appeal that conduct decision he/she may~~ The respondent may appeal the conduct decision but must ~~do so by following~~ follow the appeals processes outlined in Article VIII of this document.~~

~~g. — In cases where the respondent fails to appear for an initial conduct meeting and the recommended outcome would be Residence Hall suspension/expulsion, University suspension, or University dismissal, the Conduct Officer will assume a plea of not responsible and set up a hearing with the Dean of Students (or his/her designee) as the Hearing Authority.—~~

Schedule B

- hf. In matters concerning hearings and where the Director of Student Conduct is not serving in a Hearing Authority capacity, the Director of Student Conduct and/or Office of Student Conduct Staff will assist both the respondent and the complainant in understanding the hearing process.
- ig. The Conduct Officer's determination will be made by a preponderance of evidence, on the basis of whether or not it is more likely than not that the respondent violated the Code of Student Rights and Responsibilities.
- jh. In consideration of the limited role of advisors and of the compelling interest of the university to expeditiously resolve allegations of violations of the Code, the work of a Conduct Officer will not, as a general practice, be delayed due to the unavailability of an advisor. The responding student is responsible for presenting his or her own information and, therefore, advisors are not permitted to speak or to participate directly in any hearing.

~~6.6~~^{6A3315} Where appropriate, following a Conduct Meeting, the parties may have a right to a hearing as set forth below:

a. In cases where the Conduct Officer and the respondent are unable to come to an agreement on responsibility and/or consequence, or the respondent fails to appear for the conduct meeting, and the Conduct Officer's chosen consequence does not include any separation between the student and the University (e.g. 7.1h, 7.1k, 7.1l, 7.1m, 7.1n, 7.1o, or 7.1p), then the finding of the Conduct Office will be applicable, unless the respondent submits an appeal to the Dean of Students pursuant to Section VIII below.

b. In cases where the Conduct Officer and the respondent are unable to come to an agreement on responsibility and/or consequence, and the Conduct Officer's chosen consequence includes a sanction separating the student from the University (e.g. 7.1h, 7.1k, 7.1l, 7.1m, 7.1n, 7.1o, or 7.1p), the respondent shall have the right to request a hearing in front of a Hearing Authority. If the respondent's Conduct Officer is a Residence Life staff member, the respondent may choose as the Hearing Authority either the Assistant Director for the opposite side of campus (if unavailable, the Associate Director, another Assistant Director who does not have direct supervisory capacity over the complainant, or the Director may serve as the Hearing Authority) or a Hearing Panel.

c. In cases where the respondent fails to appear for the conduct meeting and the recommended consequence includes separation between the student and the University (e.g. 7.1h, 7.1k, 7.1l, 7.1m, 7.1n, 7.1o, or 7.1p) the Conduct Officer will designate an entry of not responsible and set up a hearing with the Dean of Students (or designee) as the Hearing Authority.

~~6.6~~ — ~~When a student enrolls at the University, s/he does so voluntarily and in so doing implicitly accepts certain obligations of performance and behavior established by the University, as defined in this Code and other official University publications. The development of self-discipline is a goal of education, and the conduct process is intended to be educational in nature. The conduct system described herein is designed to further the educational process; therefore, it is not comparable to, or a substitute for, jurisprudence under a criminal code. Therefore, formal rules of process, procedure, and/or technical rules of evidence, such as~~

Schedule B

~~are applied in criminal or civil court, are not used in student conduct proceedings. The procedures outlined below are designed to balance the rights and responsibilities of the student accused of wrong doing with the rights of the accuser, other students, members of the academic community, and the public.~~

6.7~~[A34]~~6 Any hearing conducted pursuant to the Code Hearings shall be conducted in order to provide a fair opportunity for hearing of every participant's position, explanations, and information according to the following guidelines:

- a. Hearings will be conducted in private. Only individuals serving a defined purpose will be allowed to participate (e.g., complaining and responding students, identified witnesses, advisors to participants, emotional support individuals), and only to the extent necessary for that defined role (i.e., emotional support individuals may sit in close proximity to a witness while being questioned, but then must leave for all other aspects of the Hearing).
- b.~~[A35]~~ ~~Admission of any person to the hearing shall be at the discretion of the Hearing Authority. The parties to a hearing complainant and the respondent must each inform the Office of Student Conduct of witnesses who he/shethey intend to have provide information at the hearing at least five (5) business days in advance of the hearing. The Hearing Authority may determine that there are other relevant persons who know information about the situation and invite them to participate in the hearing to share their information.~~
- c.~~[A36]~~ ~~The Hearing Authority may cause to be removed from the hearing any person, including the complainant, respondent, or an advisor, who disrupts or impedes the hearing, or who fails to adhere to the rulings of the Hearing Authority. The Hearing Authority may direct that persons, other than the respondent or the complainant, who are to be called upon to provide information, be excluded from the hearing except for that purpose. If the Complaint alleges there has been a violation under G1.31 Title IX Policy on Sexual Assault, Stalking and Other Forms of Sexual Misconduct, when requested, the Conduct Advisor will make arrangements for the Complainant and Respondent not to be in the same room at the same time. The members of the Hearing Authority may conduct private deliberations at such times and places as he/she deem proper.~~
- d. Unless prior arrangements have been approved by the Hearing Authority, the complainant/complaining party must should appear as part of the Conduct Officer's presentation of in support of the charge(s) before the Hearing Authority. designated. ~~If the complainant fails to appear, charges may be dropped at the discretion of the Hearing Authority. However, if the complaint alleges there has been a violation under G1.31 Title IX Policy on Sexual Assault, Stalking, and Other Forms of Sexual Misconduct a violation of the Title IX policy, a Complainant's complainant's presence at a hearing is not a prerequisite to proceeding with the hearing.~~
- e. If the respondent has been properly notified of the hearing, but fails to appear, the hearing may take place in his/herthe respondent's absence and the findings and consequences will be binding on the respondent, subject to the respondent's right to appeal pursuant to Section VIII. Only upon showing of exceptional circumstances (to be determined by the Hearing Authority) will the respondent be

Schedule B

~~granted a new hearing on the basis of absence. In conduct hearings and/or meetings, it shall be presumed that the notice of a hearing/meeting has been received if the notice is furnished in one of the following ways: notice is sent by campus, regular, registered, or electronic mail to the address provided by the student to the Office of Student Conduct or that is on record in the Registrar's Office, or, if undeliverable, to the permanent address of record.~~

- f. In hearings involving more than one accused student, the Hearing Authority, at his or her discretion, may decide to separately conduct the hearings concerning each student.

~~g.~~^[A37] ~~The complainant and the respondent each~~Both parties to a hearing have the right to be assisted by an ~~y~~ advisor of their choosing and he/she choose at their own expense. ~~A party is only allowed only one (1) advisor, unless otherwise approved by the Hearing Authority.~~ The party's advisor may be an attorney. ~~The complainant and the respondent~~Participants are each responsible for presenting ~~his or her~~their own information and, therefore, advisors are not permitted to speak or to participate directly in any hearing. It is the responsibility of the ~~complainant and the respondent~~participants to notify the ~~Office of Student Conduct~~ of the identity of ~~their~~ advisor ~~secured~~ no later than ~~five (5)~~ business days in advance of the hearing date.

- h. In consideration of the limited role of advisors and of the compelling interest of the ~~university~~ University to ~~expeditiously efficiently~~ resolve allegations of violations of the Code, the work of a Hearing Authority will not, as a general practice, be delayed due to the unavailability of an individual's advisor.

~~i.~~^[A38] Presenting information and ~~challenging rebutting~~presented information presented at a hearing are rights available to both ~~the respondent and the complainant~~parties. However, certain circumstances may make it prudent to limit either party from submitting direct questions to a witness or participant. Therefore, at the discretion of the Conduct Officer or Hearing Authority, direct questioning by the complainant or the respondent is not an inherent right and all questions ~~shall~~ may be submitted in writing to the Hearing Authority to ask the questions on ~~their~~ the parties' behalf. Only those questions appropriate and relevant will be allowed by the Hearing Authority. ~~Moreover, the complainant and the respondent shall be afforded similar and timely access to any summary of investigative findings presented by the University consistent with FERPA and other privacy laws~~All parties will be allowed similar and timely access to materials introduced during a Hearing.

- j. It is the responsibility of the person desiring the presence of a witness before a hearing to ensure that the witness appears. Because experience has demonstrated that the actual appearance of an individual is of greater value than a written statement, the latter is discouraged and should not be used unless the individual cannot reasonably be expected to appear. Any written statement must be dated, ~~signed~~signed, and notarized ~~by the person making it, and witnessed by a University employee, unless otherwise allowed by the Hearing Authority.~~ The work of a Hearing Authority will not, as a general practice, be delayed due to the unavailability of a witness.

- k. The Hearing Authority ~~will~~ may accept for consideration all information which reasonable persons would accept as having ~~relevant~~ relevance to the allegations.

Schedule B

Unduly repetitious, ~~irrelevant, or~~ personally abusive information, or evidence overly extraneous to the charges under consideration should be excluded. In a case alleging a violation ~~under G1.31 Title IX Policy on Sexual Assault, Stalking, and Other Forms of Sexual Misconduct of the Title IX policy~~, questioning about the ~~Complainant's complaining party's~~ sexual history with anyone other than the ~~Respondent respondent~~ will not be permitted.

- l. Pertinent records, exhibits, and written statements may be accepted as ~~information evidence~~ for consideration at the discretion of the Hearing Authority. The Office of Student Conduct must receive such pertinent records, exhibits, and written statements at least five (5) business days prior to a hearing for a party to include such evidence in the hearing, unless as otherwise allowed by the Hearing Authority.
- m. All procedural questions during the hearing are subject to the final decision of the Hearing Authority.
- n. The members of the Hearing Authority will conduct deliberations in private as to a respondent's responsibility and, if necessary, appropriate consequences. After the hearing, ~~the~~ Hearing Authority shall determine (by majority vote if the hearing body consists of more than one person) whether the respondent has violated each of the charged sections of the Code.
- o. The Hearing Authority's determination shall be made on the preponderance of evidence, on the basis of whether it is more likely than not that the respondent violated the Code.
- p. Any participant in a hearing who has a disability and requires accommodation in order to fully participate in the hearing should arrange accommodations from either the Disability Resource Center or the Learning Diagnostic Center sufficiently in advance of the hearing.
- q.^[A39] There may be circumstances, particularly in cases of sexual assault, domestic or dating violence, or stalking in which participants to a Hearing the Complainant may request and be that provided individuals are visually blocked from view screening from the respondent in a hearing situation during the Hearing. Such a request will be evaluated on a Accommodations for this will be considered on a case by case basis by the Hearing Authority. If such a request is granted, every effort will be made to ensure that all parties have the ability to present questions to any individual, regardless of that individual being physically present or visible. and granted at the discretion of the Hearing Authority and the Dean of Students
- r. The members of the Hearing Authority will conduct separate deliberations in private as to the appropriate consequences for those violations it has determined the respondent has violated. The Hearing Authority will entertain recommendations from both parties as to appropriate consequence. A respondent's past violations and consequences (including past violations and consequences that occurred at any of University's campuses or at another institution of higher education) may be relevant and considered when determining action or appropriate consequences.

- 6.7 ~~There shall be a single verbatim record, such as a~~ A digital recording, of all hearings will be recorded by the Office of Student Conduct and the Hearing Authority. The record shall be the property of the University. ~~The complainant and the accused student shall not be allowed to make a separate recording of any type~~ No other party will be allowed to make a

Schedule B

separate recording of any type. Both parties to the proceeding will have access to inspect the digital recording, at the office and the discretion of the Office of Student Conduct.

6.9[A40]8 The Hearing Authority will provide the ~~Conduct Advisor with a written summary which outlines the finding, what information was considered, the basis for the finding, and the recommended consequences~~ parties CRF which will outline the Hearing Authority's finding on responsibility and consequences. The CRF will also include a written summary of the Hearing Authority's rationale for its finding of responsibility and consequences. ~~(see also 8.4).~~ Following completion of a CRF, the respondent will receive an Office of Student Conduct outcome letter, summarizing any charges and consequences resulting from the conduct adjudication process.

6.8109 Except in the case of a student charged with failing to obey the summons of a Hearing Authority or University official, no student may be found to have violated the Code solely because the student failed to appear for a hearing. In all cases, the information in support of the charges shall be presented and considered.

6.9110 The University records of a student may be placed on a hold under this Code when a student:

- a. Is given sufficient notice to respond to a letter of conduct charges and fails to respond.
- b. Does not fulfill a conduct consequence within the deadline established by a Hearing Authority or by agreement with a Conduct Officer.
- c. Has received a consequence that prohibits future enrollment.
- d. Has indicated a criminal charge or conviction on the application for admission and must provide requested information to the Dean of Students that is relevant to reaching an admissions decision.
- e. Has been summoned by the Dean of Students or a designee for a meeting concerning the student's alleged misconduct and will not comply with the request.

6.11 f. _____

The purpose of a hold is to compel a student to fulfill an obligation to the Dean of Students Office (including the Office of Student Conduct). A Student Life (SL) hold on records denies the student the right to register for future classes or change class registration until cleared by the Conduct Officer, Hearing Authority, or Dean of Students. A hold on records will be removed by ~~a Conduct Officer and/ or Hearing Authority~~ the Office of Student Conduct when the student fulfills the required conditions. A student receiving a hold may seek relief from the Vice President for Student Affairs. The student shall request relief in writing. Upon review, the Vice President can amend the conditions of the hold or remove the hold.

g[A41].-

6.12 The student has is the respondent in a Title IX investigation in which the Title IX investigator has found a violation of the policy by a preponderance of the evidence and has submitted the investigative report to the Office of Student Conduct, pursuant to this Code.

6.1012[A42]1+3 ~~_____~~ Through the course of the conduct process, the University will maintain records relating an individual's participation in the conduct process. This conduct file,

Schedule B

~~Individual students' disciplinary records, including the outcome of a conduct _____ meeting or a hearing and the consequences imposed, are educational records and are protected from release under _____ the Federal Education Rights and Privacy Act (FERPA), except as otherwise _____ required or permitted by law. _~~

- ~~a. The Office of Student Conduct will facilitate the disclosure of the student's conduct file upon written request. In order to request a copy of the conduct file an individual (or their next of kin) should submit a request to the Office of Student Conduct.~~
- ~~b. Following release of an acceptable written request, the Office of Student Conduct will release a redacted version of the student's conduct file. Such redaction will still include the name of the respondent party, the charges pursued in the conduct process, and any consequence imposed against the respondent.~~
- ~~c. Conduct records of student organizations may be requested through the University's Custodian of Records office.~~
- ~~b. _~~

Article VII: Consequences

~~7.1[A43] Once a violation of the Code has been established as taking place, consequences may be determined by agreement with the Conduct Officer or by a Hearing Authority. In determining the consequence(s), recommendations from the respondent and the complainant will be considered. A respondent's past violations and consequences (including past violations and consequences that occurred at any of University's campuses or at another institution of higher education) may be relevant and considered when determining action or appropriate consequences.~~

7.21 ~~In the discretion of the Conduct Officer or Hearing Authority, the~~The following educational consequences may be imposed upon any student found to have violated any provision of this Code (including, without limitation, a violation of section 4.1920):

- a. **Warning** – A notice in writing to the student that the student is violating or has violated institutional regulations.
- b. **Loss of Privileges** – Denial of specified privileges for a designated period of time.
- c. **Fines** – Fines may be imposed.
- d. **Restitution** – Compensation for loss, damage, or injury. This may take the form of appropriate service and/or monetary or material replacement.
- e.[A44] **Discretionary Consequences**– Work assignments, service to the University, or other related discretionary assignments which may include, but are not limited to, an apology, restriction upon privileges, a research paper or written statement, ~~a referral for counseling~~, evaluation for alcohol/drug abuse, ~~a psychiatric evaluation~~completion of University programming, no contact directives (as defined herein) or other consequences deemed appropriate.-
- f.[A45] **Level One Probation** – ~~Serves as both a second chance and a final warning to the student. It i~~is imposed for a specific period of time and affects the student's good standing in the University. While on level one probation, the student may be declared ineligible to campaign for or hold office or other leadership roles in a student organization, or represent the University in any intercollegiate activity. If

Schedule B

found responsible for a violation of the Code while on level one probation, this may result in suspension or dismissal.

- g.[A46]. Level Two Probation** – ~~The highest level of probation. It is~~ imposed for a specific period of time and affects the student's good standing in the University. While on level two probation the student shall be declared ineligible to campaign for or hold office or other leadership roles in a student organization. The student shall not represent the University in any intercollegiate activity. While on Level Two probation students are prohibited from participating in the Study Away program, attending conferences on behalf of the university, or representing the University at an official function, event, or intercollegiate competition as a player, manager, or student coach. If found responsible for a violation of the Code while on level two probation, it ~~shall~~ may result in ~~suspension~~ separation from the University (e.g. denial of privilege to reenroll, suspension, or dismissal) or dismissal at the discretion of the Conduct Officer. ~~Prohibited activities include but are not limited to: participating in the Study Away program, attending conferences on behalf of the university, or representing the University at an official function, event, or intercollegiate competition as a player, manager, or student coach.~~
- h. Denial of Privilege to Re-enroll** – This places the student on level two probation, permits the student to complete the current semester barring further violations, but prohibits the individual from enrolling for a defined period of time, after which the student is eligible to return. Conditions for readmission may be specified. While prohibited from enrolling, the student is denied access to University owned or leased grounds, facilities, and vehicles, and all University planned, promoted, or sponsored activities. In the case where a student is a member of a student organization, the student is prohibited from attending the student organization's activities on or off-campus. A hold is placed on the student's records.
- i.[A47] Residence Hall University Housing Probation** – Probation is for a specified period of time and includes the probability of suspension or expulsion from ~~residence hall living~~ University Housing if the student is found to be in violation of institutional policies during the probationary period.
- j. Parental Notification** – The Family Educational Rights and Privacy Act (FERPA) permits an institution of higher education to disclose to parents or legal guardians the results of conduct hearings if the student is less than 21 years of age and has been found responsible for violating campus rules regarding the use or possession of alcohol or a controlled substance. Parents or guardians of students under the age of 21 will be notified of all violations of University narcotic or other controlled substance policies (Section 4.10) and those alcohol violations (Section 4.11) that result in an assessment for chemical dependency, residence hall probation, or a more severe consequence, as allowed under FERPA regulations.
- k. Residence Hall University Housing Suspension** – Separation of the student from ~~the residence halls~~ occupancy in University Housing for a defined period of time, after which the student is eligible to return. Conditions for readmission may be specified. The student may be denied access to ~~the residence dining facilities connect to University Housing halls~~ during the suspension. A permanent conduct record is maintained.
- l. Residence Hall University Housing Expulsion** – Permanent separation of the

Schedule B

student from ~~the residence halls~~ University Housing. The student shall be permanently denied access to ~~the residence halls~~ occupancy in University Housing, and access to all University Housing (including dining facilities connect to University Housing). A permanent conduct record is maintained.

- m. **Suspension** – Separation of the student from the University for a defined period of time, after which the student is eligible to return. Conditions for readmission may be specified. While on suspension, the student is denied access to University owned or leased grounds, facilities, equipment, computer networks, and vehicles, and all University planned, promoted, or sponsored activities. In the case where a student is a member of a student organization, the student is prohibited from attending the student organization’s activities on or off campus. An SL (Student Life) hold is placed on the student’s records. A permanent conduct record is maintained.
- n. **Dismissal** – Permanent separation of a student from the University. When dismissed, a student is denied access to University owned, or leased grounds, facilities, and vehicles, and all University planned, promoted, or sponsored activities. In the case where a student is a member of a student organization, the student is prohibited from attending any student organization activity. There is a permanent SL hold on the student’s records. A notation is made on the student’s permanent academic record with removal resulting only from action by the President of the University. A permanent conduct record is maintained.
- o. **Revocation of Admission and/or Degree** – Admission to or a degree awarded from the University may be revoked for fraud, misrepresentation, or other violation of University standards in obtaining admission or the degree, or for other serious violations committed by a student prior to graduation.
- p. **Withholding Degree** – The University may withhold awarding a degree otherwise earned until the completion of the process set forth in this student conduct code, including the completion of all consequences assigned, if any.

7.32 More than one of the consequences listed above may be assigned for any single violation.

7.43 Other than dismissal, 7.1n, conduct consequences shall not be made part of the student’s permanent academic record, but shall become part of the student’s confidential conduct record, which will be maintained in a specified area of the Dean of Students Office and shall be subject to the restrictions of the Family Educational Right to Privacy Act (FERPA). Conduct records are maintained in the Office of Student Conduct for five (5) years from imposition of the most recent consequence, except in cases where the consequence is residence hall expulsion, suspension, and dismissal. Residence hall expulsion and suspension cases will be kept as a permanent conduct record but will not be noted on the academic transcript. Cases of dismissal are permanent and, unlike other conduct records, appear as a notation on the academic transcript. The Conduct Records Policy is in compliance with the state’s Records Retention Schedule. All conduct records concerning student organizations are maintained permanently for archival purposes.

7.54 Conduct cases that are incomplete, due to factors such as the student’s not responding to conduct charges or not fulfilling an educational consequence, remain a conduct record until required actions are completed by the student. Registration for subsequent terms or the conferral of academic degrees may be withheld pending the resolution of allegations of student misconduct.

Schedule B

7.65 In addition to the consequences set forth in Section 7.1, the following educational consequences may be imposed upon student groups or student organizations following a finding of responsibility for a conduct violation:

~~a. Those consequences listed above in Sections 7.2.a through 7.2.g~~

ab. Revocation of University Recognition – Loss of all privileges, including University recognition, for a specified period of time. Conditions for recognition may be imposed.

be. Dismissal – permanent revocation of University recognition.

~~d. All conduct records concerning student organizations are maintained permanently for archival purposes.~~

~~7.7[A48] In each case in which a hearing body determines that a student or student organization has violated the Code, the consequences shall be determined and assigned by the Hearing Authority. The Dean of Students will review the consequences set forth by the Hearing Authority and may, at his or her discretion, alter the consequences assigned. The Dean is not limited to consequences recommended by the members participating in the conduct process. Following the hearing, the Hearing Authority and the Dean shall advise the accused in writing of their determination and of the consequences enacted, if any. A decision by the Dean may be appealed as described in Article VIII. The Dean may designate the Director, Associate, or Assistant Director of Residence Life Housing and Dining Services to determine and assign consequences for students who live in the residence halls. In cases involving sexual violence, both the complainant and the accused will be informed, in writing, of the outcome of the complaint.~~

7.86[A49] **Temporary or Provisional Orders** – In addition to the authority granted in section 2.3 of this Code, the Dean of Students is empowered to impose temporary or provisional orders ~~ex parte~~ to preserve the status quo or to prevent the potential endangerment of persons or property. Such temporary or provisional orders are not intended to replace ~~a hearing before a Hearing Authority~~ the University's conduct adjudication process. ~~Such an order is intended to place parameters on individual behavior in order to avoid the necessity of a conduct hearing and allow the status quo to be maintained.~~ Generally, such orders should be limited to those circumstances where the Dean has good cause to believe that the student, or the student's behavior, poses a threat to the status quo of the University community or member(s). A student shall receive a written copy of the order, which specifies the conditions of the order, the duration of the order, the consequence for violation of the order, and how the record of the order will be maintained. ~~During a sexual violence or other Title IX investigation, Conduct Officers and/or Hearing Authorities may issue such interim measures as are appropriate to protect a complainant such as class or residence hall reassignment, no contact directives or temporary bans from campus property when approved by the Dean of Students.~~

7.97 A student receiving a temporary or provisional order may seek relief from the Vice President for Student Affairs. The student shall request relief in writing. Upon review, the Vice President can affirm the order, amend the conditions of the order, or remove the order.

7.108 **Interim Suspension** – In certain circumstances, the Dean of Students, or a designee, may impose a University or residence hall suspension prior to a hearing before a Hearing

Schedule B

Authority.

7.119 Interim Suspension may be imposed only:

- a. To ensure the safety and well-being of members of the University community or preservation of University property
- b. To ensure the student's own physical or emotional safety and well-being
- c. If the student has violated a provisional order put into effect to ensure the safety and well-being of members of the University community or preservation of University property-
- d. If the student poses a threat of disruption of, or interference with, the normal operations of the University.

7.1210 During the interim suspension, the student shall be denied access to the residence halls and/or to the campus (including classes) and/or computing and networking facilities and resources and/or all other University activities or privileges for which the student might otherwise be eligible, as the Dean of Students or Conduct Officer may determine to be appropriate. The student should be notified in writing of this action and the reasons for the interim suspension. The notice should include the date, time, and place of a subsequent hearing at which the student may show cause why his or her continued presence on the campus does not constitute a threat or may contest whether a campus policy was violated.

7.131211 Violations of University drug and alcohol policies are cumulative over the duration of a student's tenure at the University and a schedule of minimum consequences will be assigned. All monetary fines for alcohol and other drug violations go into an alcohol education account that supports classes, assessments, and other educational efforts. **A schedule of fines will be approved yearly by the Board of Governors and placed on the Office of Student Conduct website:** <https://www.missouristate.edu/StudentConduct/21933.htm>. ~~(link)~~

a. **Use^[A50] or Possession of Drug Paraphernalia and/or Marijuana:**

First Violation: Participation in ~~the University's drug education class~~ CASICS education program; fine Level Two Probation for a period of one year; Level One Probation for one year following the previous probation; assessment for chemical dependency; and parental notification, as allowed under FERPA regulations.

Second Violation: ~~Suspension~~ Separation ^[A51] from the University for one semester (e.g. suspension, or denial of privileges to re-enroll) and parental notification, as allowed under FERPA regulations.

b. **Use or Possession of a Controlled Substance Other Than Marijuana:**

First Violation: Participation in ~~a four-hour drug education class~~ CASICS education program; fine; ~~residence hall suspension~~; assessment for chemical dependency; ~~Level Two Probation for a period of two years~~; and parental notification, as allowed under FERPA regulations, Level Two Probation for a period of two years; and any additional consequence as deemed appropriate by the Conduct Officer.

Second Violation: ~~Suspension~~ Separation from the University for one year (e.g. suspension or denial of privileges to re-enroll) and parental notification, as allowed under FERPA regulations.

Schedule B

- c. **Possession of a Controlled Substance with Intent to Sell or Distribute:**
First Violation: Dismissal from the University.
- d. **Use, Possession, or Distribution of Alcohol ~~or Alcohol Paraphernalia:~~**
First Violation: ~~–fine; participation in BASICS education program online alcohol education module; and 2 reflection papers.~~
Second Violation: ~~Referral to Student Conduct for an educational conference, other discretionary consequences, and a fine. Other discretionary consequences may include 15 hours of community service; residence hall fine; participation in BASICS education program, at least fifteen (15) hours of approved community service; University Housing probation for a period of one (1) year; and/or Level One probation for a period of one (1) year. Parental notification, as allowed under FERPA regulations.~~
Third Violation: Parental notification, as allowed under FERPA regulations; ~~residence hall~~ University Housing suspension; assessment for chemical dependency; Level Two Probation for a period of one year; and a fine.
Fourth Violation: ~~Suspension~~ Separation from the University (e.g. suspension or denial of privileges to re-enroll) for one semester. Prior to readmittance, the student will be required to meet with the Dean of Students (or designee) to discuss and demonstrate readiness to be at the University. The student may be asked to submit documentation of successful substance abuse treatment. Students readmitted after a Fourth Violation will not be eligible for University Housing.
- e. ~~—~~
- d. [A52] **Possession of Alcohol Paraphernalia:**
First Violation: warning and removal of paraphernalia item.
Second Violation: paper and removal of paraphernalia item.
Third Violation: Parental notification, as allowed under FERPA regulations; University Housing probation; and removal of item.
Fourth Violation: University Housing suspension (e.g. suspension or denial of privileges to re-enroll) for one semester. Prior to re-admittance, the student will be required to meet with the Dean of Students (or designee) to discuss and demonstrate readiness to be at the University.

Article VIII: Appeals

- 8.1 [A53] Within five (5) ~~University~~ business days of issuing the Office of Student Conduct's outcome letter ~~the initial decision letter~~, the Conduct Officer, ~~complaining student~~ and or the respondent may appeal the decision of the Conduct Officer or Hearing Authority ~~conduct decision~~ by submitting a written request for appeal to the Dean of Students ~~that is signed by the appealing party, dated, and explains the reasons for appeal~~ through the Office of Student Conduct's website available at the following link.
- a. ~~A decision reached at a conduct hearing in front of the Dean of Students designee, a University Hearing Panel, and all other conduct decision appeals will be delivered to the Dean of Students for his review.~~ The Dean of Students may choose a designee (appeal authority) to review an appeal. In the event a conduct decision was made by the Dean of Students, the appeal shall be delivered to the Vice President for

Schedule B

Student Affairs who will designate an appeal authority to review the appeal.

b. In cases involving complaints of sexual harassment (including sexual violence) under G1.31 Title IX Policy on Sexual Assault, Stalking, and Other Forms of Sexual Misconduct, the complainant-complaining student shall have the same rights to appeal a Hearing Panel's decision as the responding student. ~~Appeals shall be in writing, signed and dated by the one appealing the decision, and shall be delivered to the Dean of Students for review of the appeal request.~~

8.2 Except as required to explain the basis of new information, an appeal shall be limited to review of the verbatim record of the initial hearing and supporting documents for one or more of the following purposes:

- a. Procedural Error: To determine whether the original hearing was conducted fairly in light of the charges and information presented, and in conformity with prescribed procedures giving the complainant a reasonable opportunity to prepare and present information that the Code was violated, and giving the respondent a reasonable opportunity to prepare and to present a rebuttal of those allegations.
- b. Unsupported Conclusion: To determine whether the decision reached regarding the accused student was based upon a preponderance of evidence. -
- c. Disproportionate Consequence: To determine whether the consequences assigned were appropriate for the violation(s) of the Code which the student was found to have committed.
- d. New Information: To consider new information, sufficient to alter a decision, or other relevant facts not brought out in the original hearing, because such information and/or facts were not known to the person appealing at the time of the original hearing.

8.3 ^[A54] In the event the student appealing a decision or a consequence wishes to review the verbatim record, s/he may make application to ~~the Conduct Officer and/or Hearing Authority to do so~~ the Office of Student Conduct. The verbatim record will remain in the possession of the University during the review. Under no circumstances will a copy of the recording be released. The period for appealing the decision of the Hearing Authority will not be extended for purposes of reviewing the verbatim record.

8.4 In the event a verbatim recording is not available due to mechanical failure or otherwise, the absence of the verbatim record shall not, in itself, be cause for appeal. In such cases the Conduct Officer and/ or Hearing Authority will provide the hearing record, which will be considered sufficient for review by an appeal authority.

8.5 The appeal authority reviewing the appeal may do any of the following:

- a. Remand the matter to the original Hearing Authority for re-opening of the hearing to allow consideration of the original determination and/or consequence(s).
- b. Affirm the finding of responsibility or no responsibility.
- c. Reverse the finding of responsibility or no responsibility.
- d. Modify the consequences that have been assigned.

Schedule B

e. Deny the appeal because it does not fall within the parameters of or comply with the requirements set forth in this Code.

~~f. If a finding of responsibility or no responsibility is reversed on appeal or if an appeal is dismissed, the matter shall be considered resolved and the decision by the person deciding the appeal shall be considered final and binding upon all involved unless the President of the University decides to review the decision.~~

8.6^[A55] In cases where the consequence is either of suspension-Suspension or dismissalDismissal, at student may request the President of the University review the decision of the Appellate Authority by submitting a written request for review no later than five (5) business days following the Appellate Authority's decision. ~~the~~The President of the University may, at ~~his/her~~the President's discretion, review the decision of ~~an~~the appellate authority and has the full range of responses outlined in 8.5.

8.7 In all cases where the consequences are less than Suspension or Dismissal, the students' right to appeal ends at the Appellate Authority, and no appeal to the President will be accepted.

~~f. If a finding of responsibility or no responsibility is reversed on appeal or if an appeal is dismissed, the matter shall be considered resolved and the decision by the person deciding the appeal shall be considered final and binding upon all involved~~

Article IX: Interpretation & Revision

9.1 Any question of interpretation regarding the Code shall be referred to the Dean of Students or his or her designee for final determination, subject to appeal to the Vice President for Student Affairs.

9.2 The Code should be reviewed periodically under the direction of the Director -of Student Conduct. In all cases, review of this document should be done by bodies which include students appointed by the Student Government Association.

9.3 Changes in the Code which are editorial in nature and do not affect the fundamental nature of the document, or are required to insure the code is consistent with state or federal law, can be made by the Dean of Students and become effective upon approval by the President of the University.

9.4 Substantive changes recommended for the Code as a result of the review process shall be submitted to the Board of Governors for approval and adoption.

Article X: Definition of Terms

10.1 For purposes of "**Academic Dishonesty**": Any one of the following acts constitutes academic dishonesty:

a. **Cheating:** The term "cheating" refers to using or attempting to use unauthorized materials, information, or study aids in any academic exercise.

b. **Fabrication:** The term "fabrication" refers to unauthorized falsification or invention of any information (including research data) or any citation in any academic exercise.

c. **Facilitating academic dishonesty:** Assisting or attempting to assist another to

Schedule B

violate any provision of the Academic Integrity Policy, whether or not that action is associated with any particular course, is considered academic dishonesty.

- d. **Plagiarism:** The term "plagiarism" includes, but is not limited to, the use, by paraphrase or direct quotation, of the published or unpublished work or sections of a work of another person without full and clear acknowledgement. It also includes the unacknowledged use of materials prepared by another person or agency engaged in the selling of term papers or other academic materials, including material taken from or ordered through the Internet.
- 10.2 The term "**Appeal authority**" means any person or persons authorized by the Dean of Students to consider an appeal from a Conduct Officer and/ or a Hearing Authority's determination that a student has violated the Code or from the consequences assigned by the Conduct Officer and/or Hearing Authority.
- 10.3 The term "**Business Day**" means any day in which University offices are open, regardless as to whether classes are in session.
- 10.34 The term "**Code**" refers to the Code of Student Rights and Responsibilities.
- 10.45 The term "**Complainant**" refers to any member of the University community who files a complaint for charges against a student or student organization.
- 10.56^[A56] ~~The term "**Conduct Advisor**" means a university official authorized by the Dean of Students to serve in an advisory role in a hearing to the Conduct Officer. The conduct advisor will uphold the policies, practices, and procedures of a hearing and he/she may recommend consequences to the Hearing Authority for students found to have violated the Code.~~
- 10.67 The term "**Conduct -Officer**" means a University official authorized by the Dean of Students to recommend consequences for students found to have violated the Code. The Dean may authorize a conduct officer to serve simultaneously as a conduct advisor and the sole member or one of the members of a Hearing Authority. Nothing shall prevent the Dean from authorizing the same conduct officer to recommend consequences in all cases.
- 10.78 For the definition of "consent" and other terms related to sexual violence, as well as further explanation of University policy, see G1.31 Title IX Policy on Sexual Assault, Stalking and Other Forms of Sexual Misconduct. ([link](#))
- 10.89 The term "**consequence**" or "**educational consequence**" refers to the outcomes or terms that a student must fulfill in the event they are found responsible for policy and/or code violations.
- 10.910 The "**Dean of Students**" is that person designated by the University to be responsible for the administration of the Code.
- 10.110 The term "**explosive weapons**" means any explosive, incendiary, or poison gas bomb or similar device designated or adapted for the purpose of inflicting death, serious physical injury, or substantial property damage, or any device designed or adapted for delivering or shooting such a weapon.
- 10.112 The term "**faculty member**" means any person hired by the University to conduct classroom or other learning/teaching activities.
- 10.123 The term "**firearms**" means any weapon that is designed or adapted to expel a projectile by the action of an explosive.

Schedule B

- 10.13^{1A57}4 The term "**Hearing Advisor**" means a University official authorized to serve in an advisory role to the Hearing Authority during a hearing. The hearing advisor will uphold the policies, practices, and procedures of a hearing.
- 10.15³ The term "**Hearing Authority**" means any person or persons authorized to determine whether a student has violated the Code and to recommend educational consequences. The list of conduct bodies includes, but is not limited to, the Dean of Students, the Director of Student Conduct, the Director of Residence Life Housing and Dining Services ~~or his/her designee~~, the Residence Hall Conduct Board, the University Hearing Panel, and such other bodies as may from time to time be created under the authority of this document.
- 10.16⁴ The terms "**may**" and "**should**" are used in the permissive sense.
- 10.17⁵ The term "**member of the University community**" includes any person who is a student, faculty member, University official, or any other person employed by the University. A person's status in a particular situation shall be determined by the Dean of Students.
- 10.18⁶ The terms "**must**" and "**shall**" are used in the imperative sense.
- 10.19⁷ The term "**no-contact directive**" (~~link~~) refers to a directive that is issued by university administrators which prohibits both direct and indirect contact (e.g., in-person contact, telephone calls, email, text messages, etc.) between students, or other members of the campus community, when there exists a reasonable concern that physical or psychological harm may result from such contact.
- 10.20⁸ The term "**organization**" means any number of persons who have complied with the formal requirements for University recognition/registration.
- 10.21⁹ The term "**other weapons**" is to include, but not be limited to, a blackjack, switchblade knife, other than an ordinary pocketknife with no blade more than two inches in length, brass knuckles, and projectile weapon such as a bow, crossbow, pellet gun, ~~or slingshot~~, or any other weapon as defined by Missouri law.
- 10.20² The term "**paraphernalia**" includes any object that: i) contains the residue of alcohol or of an illegal drug, ii) is manufactured or sold for the consumption of alcoholic beverages or an illegal drug; or iii) is designed for the rapid consumption of alcohol ~~that is used in the consumption or distribution of an illegal drug~~. Examples of paraphernalia under this definition ~~the former~~ include, but are not limited to, a marijuana pipe or bong, blow tube, a beer bong, and empty ~~alcoholic~~ beer cans, liquor bottles, or empty case of beer containers. ~~An example of the latter is a scale used in measuring quantities of an illegal drug. Alcohol paraphernalia may include such items as empty cans, bottles, packaging, or any kind of alcohol bong.~~
- 10.21 The term "**policy**" is defined as the written regulations of the University as found in, but not limited to, the ~~"Code of Student Rights and Responsibilities," the Missouri State web pages, the "Guide to University Living," "Guide to Apartment Living," "Graduate/Undergraduate Catalogs," and "Policy Library"~~.
- 10.22¹23 The term "**respondent**" refers to any student or student organization of the University community who is alleged to have violated the Code of Conduct or who is charged with violation of the Code of Conduct.
- 10.23²4 For purposes of the Code the term "**student**" includes all persons who have been notified of their acceptance for admission, ~~as are persons who are living in Missouri State University residence halls or apartments, although not enrolled in this institution. This Student Code applies to all students in the Missouri State University system. A student is~~

Schedule B

~~further defined as “an individual with respect to and for whom the university maintains education records or personally identifiable information and who is or who has been in attendance at the University” (Operating Policy 5.11-1 Notification of Student Rights, Policy Library).~~

10.2425 The term "**University**" means Missouri State University.

10.2526 The term "**University premises**" includes all land, buildings, facilities, and other property in the possession of or owned, used, or controlled by the University.

10.2627 The term "**University official**" includes any person employed by the University performing assigned administrative or professional responsibilities. This term specifically includes residence hall Resident Assistants and Graduate Assistants.

**The Code of Student Rights and Responsibilities
of Missouri State University**

Table of Contents

<u>Section</u>	<u>Subject</u>	<u>Pages</u>
Article I	Student Rights	1 - 4
Article II	Responsibilities	4 - 6
Article III	Authority and Jurisdiction	6 - 7
Article IV	Proscribed Conduct	7 - 11
Article V	Violations of Law and University Conduct	11 - 12
Article VI	Conduct Adjudication Process	12 - 19
Article VII	Consequences	19 - 24
Article VIII	Appeals	24 - 26
Article IX	Interpretation and Revision	26
Article X	Definition of Terms	26 - 29

The Code of Student Rights and Responsibilities of Missouri State University

Article I: Student Rights

- 1.1 The following enumeration of rights shall not be construed to deny or disparage other rights not in conflict with this Code of Student Rights and retained by students in their capacity as members of the University Community or as citizens of the State or of the United States. This Code shall not be construed in any manner which might run counter to a reasonable construction of the Charter and Bylaws of the University and the direction of the Board of Governors, nor of the Constitution and Bylaws of the Faculty, nor of the Constitution of the Student Government Association; nor shall it be construed, interpreted, or applied in any manner which would seem detrimental to the privileges, purposes, aims, and goals of Missouri State University as a public institution of higher learning with a statewide mission in Public Affairs.
- 1.2 Federal and State constitutional guarantees of free inquiry, expression, and assembly are specifically restated as guarantees on this campus.
- 1.3 Students are free to pursue their educational goals and to have appropriate opportunities for learning in the classroom and on the campus as shall be provided by the University.
- 1.4 No conduct consequences may be imposed upon any student without following minimal procedural due process, as described in Article VI of this code.
- 1.5 Within the limits of its facilities, the University shall be open to all applicants who are qualified according to the admission requirements, which may be adopted and established from time to time. The University does not discriminate on the basis of race, color, national origin (including ancestry), religion, sex (including marital status, family status, pregnancy, sexual orientation, gender identity, or gender expression), age, disability, veteran status, genetic information or any other basis protected by applicable law in employment or in any program or activity offered or sponsored by the University. Prohibited sex discrimination encompasses sexual harassment, which includes sexual violence. [See G1.31 Title IX Policy on Sexual Assault, Stalking and Other Forms of Sexual Misconduct \(Title IX Policy\)](#).
- 1.6 Discussion and expression of all views relevant to the subject matter are permitted in the classroom subject only to the responsibility of the instructor to maintain order and a climate conducive to learning, within the stated goals and purposes of the University.
- 1.7 All students shall have the right to be protected from prejudiced academic evaluations unrelated to academic performance based on the student's views, opinions, political associations, organizational memberships, or the instructor's biases based on the character of the student. Furthermore, all students shall have the right to appeal a grade to the instructor, the department head, the college dean, and the Provost. All grade remedies under other existing policies shall be protected under this Code.
- 1.8 Discussion and expression not inconsistent with the laws of the State and the United States, and in the manner, time, and place prescribed by University policy, are permitted within the institution. Support of any cause by orderly means is permitted, subject to the paramount rights of the University, the safety and rights of individuals, the protection of property, and the continuity of the educational process.
- 1.9 The University encourages expression of informative and differing viewpoints on issues and will support the presence on the campus of responsible persons representing various

Schedule B

- views. The University reserves the right to specify the conditions of time, place, and manner of speakers through the University's Expressive Activity Policy. See [G5.02 Expressive Activity Policy](#).
- 1.10 Organizations and groups may be established within the University for any lawful purpose. Affiliation with an extramural organization shall not, in itself, qualify or disqualify the University branch or chapter from institutional privileges. A group shall become an organization when formally recognized by the University according to the procedures and regulations established by the Office of Student Engagement. No group may be so recognized or continue to be recognized if its purposes or programs are in conflict with this Code of Student Rights or with the laws of the State or of the United States.
 - 1.11 A student group or organization may distribute written material on campus without prior approval provided that such distribution is consistent with the policies of the University, including the University's [Advertising, Distribution, Solicitation, and Facilities Usage Policy](#), and the applicable laws of the State and of the United States, and provided that it does not disrupt the operation of the University.
 - 1.12 The student press is to be free of censorship. The editors and managers shall not arbitrarily be suspended because of student, faculty, administration, alumni, or community disapproval of editorial policy or content.
 - 1.13 All students shall have the right to be represented in the Student Senate of the Student Government Association, and they further shall have all rights that constituents in democratic societies have including, but not limited to, the right of petition and recall of their representatives.
 - 1.14 Students have limited rights of privacy while on University premises, which extend to living quarters in residence halls. The following activities shall not be considered to impinge upon such rights of privacy: the entry of a room to provide maintenance inspections or repair services; entry when there is reasonable cause to believe that a health or safety issue exists; entry when there is reasonable evidence of a disruption of peace that substantially interrupts the daily operations of the residence hall and/or floor community; entry of a room when a student permanently vacates the room; entry of a room when a student vacates a room for a break period; the search of student rooms by civil authorities in accordance with local, state, or federal laws; the removal of substances or property in violation of University policy or law during a routine health or safety inspection; the removal of substances or property in violation of University policy or law when in plain view; and the removal of substances or property in violation of University policy or law during a situation when a University Official, in the course of the Official's duties, believes an emergency situation exists which poses threat of harm to a member of the campus community or to University property. Students should not expect these limited rights of privacy to extend to computer accounts and electronic mail. The University reserves the right to access student files and accounts as a part of normal routine tasks and for the purposes of investigating alleged wrongdoing.
 - 1.15 All students shall have the right to have their academic and conduct records protected from unauthorized access by any person without the written consent of the student involved, except under compulsion by a University hearing panel or court of law, the University Board of Governors, or as otherwise allowed by state and federal law.
 - 1.16 All students shall have the right to access, according to published University regulations and/or procedures, all University structures where student fees or fines directly contribute

Schedule B

- to the upkeep of said buildings, except private offices and other areas where student access could compromise privacy. These buildings shall include, but are not limited to, Plaster Student Union, Hammons Student Center, McDonald Arena, Meyer Library, Robert W. Plaster Stadium, Betty and Bobby Allison North Stadium, Betty and Bobby Allison South Stadium, Betty and Bobby Allison Recreational Fields, Betty and Bobby Allison Sand Volleyball Courts, Student Exhibition Center, and Taylor Health and Wellness Center.
- 1.17 All students shall have the right to be secure from having these rights infringed upon by University administrators, faculty, support staff, or fellow students.
 - 1.18 All students have a right to be offered reasonable protection from retaliation, intimidation, and/or harassment. Students who believe they have experienced retaliation, intimidation, and/or harassment are encouraged to seek assistance from one of a number of campus resources. The Dean of Students Office, the Office of Student Conduct, the Title IX Office and the Office of Institutional Equity and Compliance all have staff and resources available to assist students who believe they may be the victim of retaliation, intimidation, and/or harassment. Students can find assistance on filing complaint charges or campus resources at www.missouristate.edu/studentconduct.
 - 1.19 The University Community is a community of people with respect for diversity. The University emphasizes the dignity and equality common to all persons and adheres to a strict non-discrimination policy regarding the treatment of individual faculty, staff, and students. In accord with federal law and applicable Missouri statutes, the University does not discriminate on the basis of race, color, national origin (including ancestry, or any other subcategory of national origin recognized by applicable law), religion, sex (including marital status, family status, pregnancy, sexual orientation, gender identity, gender expression, or any other subcategory of sex recognized by applicable law), age, disability, veteran status, genetic information, or any other basis protected by applicable law in employment or in any program or activity offered or sponsored by the University. Sex discrimination encompasses sexual harassment, which includes sexual violence, and is strictly prohibited by Title IX of the Education Amendments of 1972

Article II: Responsibilities

Missouri State University has a single purpose: to develop educated persons. It is thus committed to the search for knowledge. It recognizes that human curiosity explores unknown intellectual worlds as well as unknown physical worlds. In a world where knowledge can become outdated in less than a decade, the University is committed to the discovery and dissemination of knowledge that serves the future.

Educated persons are developed through the interaction of competent, caring faculty and capable, motivated students, supported by dedicated professional staff. It is assumed that the three components of the University, faculty, students, and staff, come together as a community in pursuit of the single purpose of the University. In joining this community, students voluntarily assume certain responsibilities that are necessary for promoting the welfare of the community. Although no definitive list of responsibilities can ever truly be developed, the following represent the main responsibilities students assume by becoming members of the University community.

- 2.1 Academic integrity and honesty are the foundation of the University community. Students are expected to practice academic integrity in all assigned work. Students are expected to be honest in all interactions with other students, faculty, and staff.
- 2.2 The University has the inherent right to promulgate appropriate rules and regulations for

Schedule B

- the orderly conduct of University business and the protection of the health and safety of the University community. Students are expected to comply with all published and stated rules and regulations.
- 2.3 Members of the faculty and staff have the authority to properly direct student conduct in concert with the authority stated above. Students are expected to comply with directives of University officials who are acting in performance of their duties. Students must comply with directives even when they disagree with the directives. A student retains the right to appeal an issued directive through the administrative structure that exists for the faculty or staff member who issued the directive, through established policies.
- 2.4 The search for knowledge can only take place within an atmosphere of open exchange. Open exchange can only take place in an environment of respect and civility. The University has an economically, culturally, and ethnically diverse population. Students are encouraged to respect differences of culture, lifestyles, and religions as well as to respect freedom of expression. Additionally, students are encouraged to behave in a manner that is both respectful and civil.
- 2.5 The campus and its grounds, facilities, and equipment are provided largely by the people of the State of Missouri for the students of the University. Students are expected to protect and guard these resources.
- 2.6 Individual compliance with University rules and regulations can only partially ensure a safe and orderly environment. Being a responsible member of the community also implies encouraging behaviors in others which are consistent with these rights and responsibilities, discouraging behaviors which are inconsistent, and taking positive action in the face of violations. Minimally, students are expected to participate in the process of adjudicating violations of University expectations, rules, and/or regulations. This implies that students will report violations for which they have knowledge and participate in the conduct process as necessary.
- 2.7 Good Citizen Policy. The welfare of our students is of the highest importance to Missouri State University. There will be times when individual students, both on and off campus, may be in critical need of assistance from medical or other professional personnel. Missouri State University hopes that these students will seek help, and that other students will respond to obtain the help that their fellow student needs. To that end, Missouri State University intends to minimize any hesitation that students might have in obtaining help due to concern that their own behavior might be a violation of University policy. The University pursues a policy of limited immunity for students who offer help to others in need. While policy violations cannot be overlooked, , the Office of Student Conduct will consider the positive impact of reporting an incident on the welfare of students when determining the appropriate response for policy violations by the reporter of the incident. Any possible negative consequences for the reporter of the problem should be weighed against the possible negative consequences for the student who needs intervention. At a minimum, Missouri State University suggests that a student anonymously report any situation that would put the student in need in touch with professional help. To report an incident, contact the Office of Student Conduct, Plaster Student Union, Room 405 (417-836-6937. Incidents may also be reported through the Office of Student Conduct's website: www.missouristate.edu/studentconduct.
- 2.8 Attending classes becomes a responsibility of students when they are admitted to the University and for as long as they are in good standing. Students are expected to attend

Schedule B

- class in accordance with the rights and responsibilities afforded them by the University's [Attendance Policy \(Op3.04-7 Attendance Policy\)](#).
- 2.9 The primary interaction between faculty and students, which produces educated persons, is in the classroom in the individual course setting. Requirements of participation in classroom discussion and submission of written exercises are consistent with this document.
- 2.10 Pursuant to the University's [Class Disruption policy \(Op3.04-11 Class Disruption\)](#), the course instructor has original jurisdiction over the class and may deny a student who is unduly disruptive the right to attend the class. Students are expected to master the course content in compliance with the syllabus of the course instructor. The student is expected to comply with all reasonable directives of the course instructor. The course instructor may have a student administratively withdrawn from a course upon showing good cause and with the concurrence of the department head. The appeals process in case of such administrative withdrawal shall be as stated in the undergraduate catalogue in the academic regulations under "Grade Re-Evaluation Based on Performance."
- 2.11 Pursuant to the University's Non-Discrimination Policy Statement (G1.05 Non-Discrimination Policy Statement), students are not permitted to discriminate on the basis of race, color, national origin (including ancestry, or any other subcategory of national origin recognized by applicable law), religion, sex (including marital status, family status, pregnancy, sexual orientation, gender identity, gender expression, or any other subcategory of sex recognized by applicable law), age, disability, veteran status, genetic information, or any other basis protected by applicable law in connection with their activities as members of the University community.
- 2.12 Students will be held responsible for the behavioral acts of their guests when such acts are in violation of the Code and occur on University premises or in conjunction with University-sponsored or supervised activities.

Article III: Authority and Jurisdiction

- 3.1 The State of Missouri has delegated, by statute, authority for the governance of Missouri State University to the Board of Governors. This includes "full power and authority to adopt all needful rules and regulations for the guidance and supervision of the conduct of all students while enrolled as such" and the authority to enforce obedience to those rules and regulations. It also has the power to delegate student conduct authority.
- 3.2 Generally, jurisdiction and the conduct process will be limited to behavior which occurs on University premises or at University-sponsored activities. Jurisdiction and the conduct process will apply to the conduct of students, student groups, and student organization which occurs off of University premises when such conduct adversely affects the University, a member of the University Community or the reflects a clear disregard for the rights and responsibilities found herein.
- 3.3 Each student will be responsible for comply with this Code from the time of application for admission through the actual awarding of a degree as well as during the academic year and during periods between terms of actual enrollment (even if their conduct is not discovered until after a degree is awarded). The Code shall apply to a student's conduct violation even though the conduct violation may have occurred before classes begin or after classes end. The Conduct Officer may choose to purse conduct charges even if the student withdraws from school while a conduct matter is pending.

Schedule B

Article IV: Proscribed Conduct

Any student found by the University to have committed any of the following misconduct is subject to the consequences outlined in Article VII. The authority to determine if a specific act is subject to consequences shall be determined pursuant to the procedures set forth in this Code.

4.1 Non-Academic Acts of Dishonesty: Non-Academic Acts of Dishonesty are acts of dishonesty not related to the student's academic performance. Non-Academic Acts of Dishonesty may include, but are not limited to, the following:

- a. Furnishing false information to any University official, faculty member, or office, or the use or possession of any form of false identification.
- b. Forgery, alteration, or misuse of any University document, record, or instrument of identification.
- c. Tampering with the election of any student organization.

Acts of dishonesty that are related to a student's academic performance, and any incident of alleged academic dishonesty committed by any student at Missouri State University outside of the context of enrollment in any particular course, are not governed by this Code, but are instead governed by the Student Academic Integrity Policies and Procedures. This document is available in the Office of the Provost, at <http://www.missouristate.edu/assets/policy/academicintegritypolicyrev-1-08.pdf> and in the Office of Academic Affairs.

4.2 Disruption or obstruction of teaching, research, administration, conduct proceedings, other University activities, including its public-service functions on or off campus, or University-sponsored or supervised activities.-

4.3 Discriminatory Harassment, which is unwelcome discriminatory conduct directed toward another person or an identifiable group of persons on the basis of on the basis of race, color, national origin (including ancestry, or any other subcategory of national origin recognized by applicable law), religion, sex (including marital status, family status, pregnancy, sexual orientation, gender identity, gender expression, or any other subcategory of sex recognized by applicable law), age, disability, veteran status, genetic information, or any other basis protected by applicable law, which is so severe, pervasive and objectionably offensive, and that so undermines and detracts from the person or identifiable group's education experience that the student(s) are effectively denied equal access to the University's resources and opportunities. . See [Non-Discrimination Policy Statement \(G1.05 Non-Discrimination Policy Statement\)](#). For additional information regarding sex discrimination (encompassing sexual harassment, see Section 4.19 & G1.31).

4.4 Attempted or actual theft of and/or damage to property of the University or property of a member of the University community or other personal or public property.

4.5 Hazing, an act that endangers the mental or physical health or safety of a student, or which destroys or removes public or private property, for the purpose of initiation or admission into, affiliation with, or as a condition of continued membership in a group or organization. The express or implied consent of the student will not be a defense to a violation of hazing. The willing participation or acquiescence of the student subject to the hazing activity is no defense and is still a violation of this policy.

Schedule B

- 4.6 Failure to comply with directives of University officials or law enforcement officers acting in performance of their duties (including, without limitation, failure to comply with a no-contact directive) and/or failure to identify oneself to these persons when requested to do so.
- 4.7 Unauthorized possession, duplication, or use of keys to any University premises or unauthorized entry to or use of University premises that have restricted access.
- 4.8 Violation of University policies, rules, or regulations including but not limited to: The University Catalogue, Policy and Ethics for Student Computer Use and Computer Network Use, The Guide to Residence Hall Living, and the University Policy Library available at <http://www.missouristate.edu/policy/>.
- 4.9 Violation of federal, state, or local laws and ordinances on University premises or at University-sponsored or -supervised activities. Violations of federal, state or local laws and ordinances that occur off campus when the conduct adversely affects a member of the University Community or the behavior reflects a clear disregard for this Code, State law, or Federal law.
- 4.10 Use, possession, or distribution of narcotics or other controlled substances, or related paraphernalia, except as expressly permitted by Federal law. Including the use of prescription medications without proper prescription or used counter to the directions of a valid prescription. Additionally, the misuse of any products for the purposes of gaining a similar effect as illegal drugs. Recommended minimum consequences for a violation of this, Section 4.10 are outlined in 7.13.
- 4.11 Use, possession, or distribution of alcoholic beverages, or alcohol paraphernalia (as defined in this Code) except as expressly permitted by the law and University regulations, or public intoxication on University Premises. Recommended minimum consequences for violations of the alcohol policy are outlined in 7.13.
- 4.12 Possession and/or use of firearms, fireworks, explosive weapons, and other weapons, as defined by University policy and Missouri law, on University premises..
- 4.13 Tampering with fire alarms, extinguishers, and/or other safety equipment.
- 4.14 Participation in a campus demonstration which disrupts the normal operations of the University and infringes on the rights of the University community; leading or inciting others to disrupt scheduled and/or normal activities within any campus building or area; intentional obstruction which unreasonably interferes with freedom of movement, either pedestrian or vehicular, on University premises or at a University sponsored or sanctioned event.
- 4.15 Obstruction of the free flow of pedestrian or vehicular traffic on University premises or at University-sponsored or -supervised functions.
- 4.16 Unauthorized Surveillance: making unauthorized video or photographic images of a person in a location in which that person has a reasonable expectation of privacy, including, but not limited to, shower/locker rooms, residence hall rooms, and men's or women's restrooms. Also prohibited is the intentional or knowing viewing, storing, sharing, and/or other distribution of such unauthorized images by any means.
- 4.17 Unauthorized distribution of sexually explicit images, sharing, displaying, or otherwise distributing nude or sexually explicit images of another individual without that individual's consent, even if the image was lawfully made or taken with consent. The knowing or intentionally viewing of an image by a third-party when the third party knows or has reason

Schedule B

to know that the subject of the image has not consented to such viewing or distribution is likewise a violation of this section.

4.18 Abuse of computing resources, including but not limited to:

- a. Sharing a University account password with others, allowing anyone else to use your account, or use someone else's account.
- b. Copying, sharing, uploading, downloading, sending, or knowingly receive copyrighted or trade/service marked materials without authorization.
- c. Fraudulently accessing and interfering with computer systems, resources, data or other users.
- d. Examining, altering or attempting to examine or alter another computer user's private files or electronic communications without authorization.
- e. Using or altering electronic communications to hide identity or impersonate another party.
- f. Disrupting, attempting to disrupt, or supporting the disruption of University or external information technology services, systems, or users.
- g. Violating Missouri State University's Acceptable Use and/or Computers/Networks Policies (for more information on these policies visit www.missouristate.edu/policy/Op12_02_1_AcceptableUse.htm and www.missouristate.edu/policy/Op12_02_3_ComputersNetworks.htm).

4.19 Physical Misconduct, including but not limited to:

- a. Inflicting bodily harm or unwanted physical contact upon any person.
- b. Taking any action for the purpose of inflicting harm upon any person.

4.20 Sexual discrimination (including but not limited to sexual violence, sexual harassment, sexual assault), domestic violence, dating violence, and/or stalking. Missouri State University is committed to creating and maintaining an environment that is safe and free from sexual violence and sexual harassment, including sexual assault and stalking. **The University will take reasonable action to eliminate harassment, prevent its recurrence, and address its effects.** This policy also prohibits retaliation against an individual who has brought forward a complaint of sexual harassment and/or taken part in a conduct process as a result of a sexual harassment complaint. For definitions and further explanation of University policy, see [G1.31 Title IX Policy on Sexual Assault, Stalking, and Other Forms of Sexual Misconduct](#).

The recommended minimum consequence for a violation of Section 4.20 is level two probation for one (1) year. In addition, other consequences may be enacted, as needed (e.g., moving from one residence hall to another or a required change of academic schedule). Nothing in this section shall limit the University from imposing any consequence permitted by the Code.

4.21 Abuse of the Conduct System, including but not limited to:

Schedule B

- a. Failure to obey the directives of a Conduct Officer or University official.
 - b. Falsification, distortion, or misrepresentation of information before a Conduct Officer, University official, and/or Hearing Panel.
 - c. Disruption or interference with the orderly conduct of a conduct proceeding.
 - d. Institution of a conduct proceeding knowingly without cause.
 - e. Attempting to discourage an individual's proper participation in, or use of, the conduct system.
 - f. Attempting to influence the impartiality of any member of a conduct proceeding prior to, during, and/or after a conduct meeting and/or hearing.
 - g. Retaliation against any person participating in the conduct process.
 - h. Failure to comply with consequences imposed following a conduct proceeding.
 - i. influencing or attempting to influence another person to commit an abuse of the conduct system.
- 4.22 Violations of Missouri State University's Tobacco Use/Smoking Policy. This policy can be found online http://www.missouristate.edu/policy/op11_18_tobaccouse.htm.
- 4.23 Assisting or encouraging, through act or omission, any person or group with committing or attempting to commit a violation of this Code or Federal/State laws and regulations. Failure to leave or report a situation where any person is committing or attempting to commit a violation of this Code.

Article V: Violation of Law and University Conduct

- 5.1 University conduct proceedings may be instituted against a student charged with conduct that potentially is a violation of both criminal law and this Code. Proceedings under this Code may be carried out prior to, simultaneously with, or following civil or criminal proceeding off-campus at the discretion of the Office of Student Conduct. Determinations made or consequences imposed under this Code shall not be subject to change because criminal charges were dismissed, reduced, or resolved in favor of or against the criminal law defendant. In cases involving potential criminal conduct the Office of Student Conduct, in conjunction with the Dean of Students and other appropriate University officials, will determine whether law enforcement shall be notified.
- 5.2 When a student is charged by federal, state, or local authorities with a violation of law, the University will not request or agree to special consideration for that individual because of his or her status as a student. If the alleged offense is also the subject of a proceeding before a conduct body under the Code, however, the University may advise off-campus authorities of the existence of the Code and of how such matters will be handled internally within the University community. The University will cooperate fully with law enforcement and other agencies in the enforcement of criminal law on campus and in the conditions imposed by criminal courts for the rehabilitation of student violators. Individual students, staff members, and faculty members, acting in their personal capacities, remain free to interact with governmental representatives as they deem appropriate.

Schedule B

Article VI: Conduct Adjudication Process

The development of self-discipline is a goal of education, and the conduct process is intended to be educational in nature. The conduct adjudication process described herein is designed to further the educational process; therefore, it is not comparable to, or a substitute for, jurisprudence under a criminal code. Therefore, formal rules of process, procedure, and/or technical rules of evidence, such as are applied in criminal or civil court, are not used in student conduct adjudication process. The conduct adjudication process outlined below are designed to balance the rights and responsibilities of the student accused of wrong doing with the rights of the University community, including but not limited to, the complaining student, other students, faculty, staff, and the public.

- 6.1 Any member of the University community may file a complaint against any student or student organization for alleged violations of this Code. The complaint may be prepared in writing or notice may be given in another manner and directed to the Office of Student Conduct, which has been given responsibility of the administration of the University conduct system. Any complaint should be submitted as soon as is reasonably possible after the event takes place, but in any case, no longer than twelve (12) months from the date the person knew or should have known of the alleged violation. In most cases students will not undergo more than one conduct process within the University for the same incident.
- 6.2 Violations of Code Policies (other than violations of G1.31): After receiving an incident report or other indication of Code violations, the Office of Student Conduct, or their designee, may proceed as follows:
 - a. Assign appropriate Conduct Officer
 - b. Conduct Officer conducts an investigation of the allegations, or other validation of the allegations received.
 - c. If appropriate, send a charge letter indicating:
 1. The sections of the Code or other University policies allegedly violated
 2. Date, time, and place the alleged violation occurred (if available)
 3. A concise summary of the alleged violation
 4. A list of witnesses (to be supplemented later if necessary)
 5. A date, time, and location for the respondent to meet with the Conduct Officer. The respondent's class schedule shall be consulted; the respondent may ask the Conduct Officer for an alternate date and time to meet within the deadline listed in the letter. The decision to alter the meeting time and date is at the discretion of the Conduct Officer.
- 6.3 Alleged Violations of G1.31 Title IX Policy/Code Section 4.20: If the complaint is an alleged violation of the Title IX Policy, the Conduct Officer will forward the complaint to the Title IX office for review and investigation subject to the Title IX Policy. After completing an investigation, the Title IX Office will prepare an investigative report summarizing the investigation and the finding from the investigative report. Such report will be provided to the Office of Student Conduct. After receiving the investigative report from the Title IX Office, the Conduct Officer assigned to the complaint will proceed as follows:
 - a. Prepare and send correspondence to the individual identified as the respondent in the Title IX Investigative Report scheduling a Conduct Meeting where the assigned Conduct Officer will discuss situation described in the investigative report, the proposed charges against the respondent, the consequences proposed by the Conduct Officer, and the

Schedule B

respondent's position on responsibility At this Conduct Meeting, the respondent will be given the opportunity to review the investigative report, Conduct Officer charges and give a summary of information to be presented as to allow preparation of refutation. The respondent will be given the opportunity to review any materials from the investigation report including but not limited to: audio recordings, investigative report, and exhibits;

c. Answer questions and provide any necessary clarification of the Code and/or its procedures;

d. Discuss the respondent's level of responsibility in the conduct situation. The respondent may give additional information, present additional pertinent documents or records pertaining to the incident, and present additional witnesses which were not provided during the investigative phase; and

6.4 Following receipt of the complaint, and in the discretion of the Conduct Officer, the respondent will have a Conduct Meeting with the Conduct Officer by the deadline assigned in the correspondence from the Conduct Officer. At this meeting the respondent may be accompanied by an advisor. At the Conduct Meeting the following matters may be discussed:

a. The Conduct Officer will go over the charges and give a summary of the information to be presented.

b. The Conduct Officer will answer any questions and provide any requested clarification of the Code and/or its procedures

c. The respondent may respond to the charges and provide any information the respondent believes to be relevant in determining responsibility. The respondent has the opportunity to present information, ask questions, present records or documentation pertaining to the incident, present witnesses, and provide explanations to the Conduct Officer.

d. The Conduct Officer and the respondent will discuss the respondent's level of responsibility relating to the allegations and attempt to come to an agreement regarding responsibility (or lack of responsibility) and consequences as necessary. If an agreement is reached, a Case Resolution Form (CRF) will be filled out by the Conduct Officer.

e. If the respondent fails to attend the scheduled conduct meeting, the Conduct Officer may, at his or her discretion, conduct the meeting in the respondent's absence and render a finding of responsibility or no responsibility. In these cases, the Conduct Officer will, complete a CRF and send a findings letter to the respondent; the respondent is responsible for fulfilling or upholding the consequences listed within the letter. The respondent may appeal the conduct decision but must follow the appeals processes outlined in Article VIII of this document.

f. In matters concerning hearings and where the Director of Student Conduct is not serving in a Hearing Authority capacity, the Director of Student Conduct and/or Office of Student Conduct Staff will assist both the respondent and the complainant in understanding the hearing process.

g. The Conduct Officer's determination will be made by a preponderance of evidence, on the basis of whether or not it is more likely than not that the respondent violated the Code of Student Rights and Responsibilities.

Schedule B

- h. In consideration of the limited role of advisors and of the compelling interest of the university to expeditiously resolve allegations of violations of the Code, the work of a Conduct Officer will not, as a general practice, be delayed due to the unavailability of an advisor. The responding student is responsible for presenting his or her own information and, therefore, advisors are not permitted to speak or to participate directly in any hearing.

6.5 Where appropriate, following a Conduct Meeting, the parties may have a right to a hearing as set forth below:

- a. In cases where the Conduct Officer and the respondent are unable to come to an agreement on responsibility and/or consequence, or the respondent fails to appear for the conduct meeting, and the Conduct Officer's chosen consequence does not include any separation between the student and the University (e.g. 7.1h, 7.1k, 7.1l, 7.1m, 7.1n, 7.1o, or 7.1p), then the finding of the Conduct Office will be applicable, unless the respondent submits an appeal to the Dean of Students pursuant to Section VIII below.

- b. In cases where the Conduct Officer and the respondent are unable to come to an agreement on responsibility and/or consequence, and the Conduct Officer's chosen consequence includes a sanction separating the student from the University (e.g. 7.1h, 7.1k, 7.1l, 7.1m, 7.1n, 7.1o, or 7.1p), the respondent shall have the right to request a hearing in front of a Hearing Authority. If the respondent's Conduct Officer is a Residence Life staff member, the respondent may choose as the Hearing Authority either the Assistant Director for the opposite side of campus (if unavailable, the Associate Director, another Assistant Director who does not have direct supervisory capacity over the complainant, or the Director may serve as the Hearing Authority) or a Hearing Panel.

- c. In cases where the respondent fails to appear for the conduct meeting and the recommended consequence includes separation between the student and the University (e.g. 7.1h, 7.1k, 7.1l, 7.1m, 7.1n, 7.1o, or 7.1p) the Conduct Officer will designate an entry of not responsible and set up a hearing with the Dean of Students (or designee) as the Hearing Authority.

6.6 Any hearing conducted pursuant to the Code shall be conducted in order to provide a fair opportunity for hearing of every participant's position, explanations, and information according to the following guidelines:

- a. Hearings will be conducted in private. Only individuals serving a defined purpose will be allowed to participate (e.g., complaining and responding students, identified witnesses, advisors to participants, emotional support individuals), and only to the extent necessary for that defined role (i.e., emotional support individuals may sit in close proximity to a witness while being questioned, but then must leave for all other aspects of the Hearing).
- b. The parties to a hearing must each inform the Office of Student Conduct of witnesses who they intend to have provide information at the hearing at least five (5) business days in advance of the hearing. The Hearing Authority may determine that there are other relevant persons who know information about the situation and

Schedule B

- invite them to participate in the hearing to share their information.
- c. The Hearing Authority may cause to be removed from the hearing any person who disrupts or impedes the hearing, or who fails to adhere to the rulings of the Hearing Authority.
 - d. Unless prior arrangements have been approved by the Hearing Authority, the complaining party should appear as part of the Conduct Officer's presentation of charge(s) before the Hearing Authority. If the complaint alleges a violation of the Title IX policy, a complainant's presence at a hearing is not a prerequisite to proceeding with the hearing.
 - e. If the respondent has been properly notified of the hearing, but fails to appear, the hearing may take place in the respondent's absence and the findings and consequences will be binding on the respondent, subject to the respondent's right to appeal pursuant to Section VIII.
 - f. In hearings involving more than one accused student, the Hearing Authority, at his or her discretion, may decide to separately conduct the hearings concerning each student.
 - g. Both parties to a hearing have the right to be assisted by an advisor of their choosing and at their own expense. A party is only allowed only one (1) advisor, unless otherwise approved by the Hearing Authority. The party's advisor may be an attorney. Participants are each responsible for presenting their own information and, therefore, advisors are not permitted to speak or to participate directly in any hearing. It is the responsibility of the participants to notify the Office of Student Conduct of the identity of their advisor no later than five (5) business days in advance of the hearing date.
 - h. In consideration of the limited role of advisors and of the compelling interest of the University to efficiently resolve allegations of violations of the Code, the work of a Hearing Authority will not, as a general practice, be delayed due to the unavailability of an individual's advisor.
 - i. Presenting information and rebutting information presented at a hearing are rights available to both parties. However, certain circumstances may make it prudent to limit either party from submitting direct questions to a witness or participant. Therefore, at the discretion of the Conduct Officer or Hearing Authority, all questions may be submitted in writing to the Hearing Authority to ask the questions on the parties' behalf. Only those questions appropriate and relevant will be allowed by the Hearing Authority. All parties will be allowed similar and timely access to materials introduced during a Hearing.
 - j. It is the responsibility of the person desiring the presence of a witness before a hearing to ensure that the witness appears. Because experience has demonstrated that the actual appearance of an individual is of greater value than a written statement, the latter is discouraged and should not be used unless the individual cannot reasonably be expected to appear. Any written statement must be dated, signed, and notarized, unless otherwise allowed by the Hearing Authority. The work of a Hearing Authority will not, as a general practice, be delayed due to the unavailability of a witness.
 - k. The Hearing Authority may accept for consideration all information which reasonable persons would accept as having relevance to the allegations. Unduly

Schedule B

repetitious, personally abusive information, or evidence overly extraneous to the charges under consideration should be excluded. In a case alleging a violation of the Title IX policy, questioning about the complaining party's sexual history with anyone other than the respondent will not be permitted.

- l. Pertinent records, exhibits, and written statements may be accepted as evidence for consideration at the discretion of the Hearing Authority. The Office of Student Conduct must receive such pertinent records, exhibits, and written statements at least five (5) business days prior to a hearing for a party to include such evidence in the hearing, unless as otherwise allowed by the Hearing Authority.
 - m. All procedural questions during the hearing are subject to the final decision of the Hearing Authority.
 - n. The members of the Hearing Authority will conduct deliberations in private as to a respondent's responsibility and, if necessary, appropriate consequences. The Hearing Authority shall determine (by majority vote if the hearing body consists of more than one person) whether the respondent has violated each of the charged sections of the Code.
 - o. The Hearing Authority's determination shall be made on the preponderance of evidence, on the basis of whether it is more likely than not that the respondent violated the Code.
 - p. Any participant in a hearing who has a disability and requires accommodation in order to fully participate in the hearing should arrange accommodations from either the Disability Resource Center or the Learning Diagnostic Center sufficiently in advance of the hearing.
 - q. There may be circumstances, particularly in cases of sexual assault, domestic or dating violence, or stalking in which participants to a Hearing may request that individuals are visually blocked from view during the Hearing. Such a request will be evaluated on a case by case basis by the Hearing Authority. If such a request is granted, every effort will be made to ensure that all parties have the ability to present questions to any individual, regardless of that individual being physically present or visible.
 - r. The members of the Hearing Authority will conduct separate deliberations in private as to the appropriate consequences for those violations it has determined the respondent has violated. The Hearing Authority will entertain recommendations from both parties as to appropriate consequence. A respondent's past violations and consequences (including past violations and consequences that occurred at any of University's campuses or at another institution of higher education) may be relevant and considered when determining action or appropriate consequences.
- 6.7 A digital recording of all hearings will be recorded by the Office of Student Conduct and the Hearing Authority. The record shall be the property of the University. No other party will be allowed to make a separate recording of any type. Both parties to the proceeding will have access to inspect the digital recording, at the office and the discretion of the Office of Student Conduct.
- 6.8 The Hearing Authority will provide the parties CRF which will outline the Hearing Authority's finding on responsibility and consequences. The CRF will also include a written summary of the Hearing Authority's rationale for its finding of responsibility and

Schedule B

- consequences. Following completion of a CRF, the respondent will receive an Office of Student Conduct outcome letter, summarizing any charges and consequences resulting from the conduct adjudication process.
- 6.9 Except in the case of a student charged with failing to obey the summons of a Hearing Authority or University official, no student may be found to have violated the Code solely because the student failed to appear for a hearing. In all cases, the information in support of the charges shall be presented and considered.
- 6.10 The University records of a student may be placed on a hold under this Code when a student:
- a. Is given sufficient notice to respond to a letter of conduct charges and fails to respond.
 - b. Does not fulfill a conduct consequence within the deadline established by a Hearing Authority or by agreement with a Conduct Officer.
 - c. Has received a consequence that prohibits future enrollment.
 - d. Has indicated a criminal charge or conviction on the application for admission and must provide requested information to the Dean of Students that is relevant to reaching an admissions decision.
 - e. Has been summoned by the Dean of Students or a designee for a meeting concerning the student's alleged misconduct and will not comply with the request.
- 6.11 The purpose of a hold is to compel a student to fulfill an obligation to the Dean of Students Office (including the Office of Student Conduct). A Student Life (SL) hold on records denies the student the right to register for future classes or change class registration until cleared by the Conduct Officer, Hearing Authority, or Dean of Students. A hold on records will be removed by the Office of Student Conduct when the student fulfills the required conditions. A student receiving a hold may seek relief from the Vice President for Student Affairs. The student shall request relief in writing. Upon review, the Vice President can amend the conditions of the hold or remove the hold.
- 6.12 Through the course of the conduct process, the University will maintain records relating an individual's participation in the conduct process. This conduct file, including the outcome of a conduct meeting or a hearing and the consequences imposed, are educational records and are protected from release under the Federal Education Rights and Privacy Act (FERPA), except as otherwise required or permitted by law.
- a. The Office of Student Conduct will facilitate the disclosure of the student's conduct file upon written request. In order to request a copy of the conduct file an individual (or their next of kin) should submit a request to the Office of Student Conduct.
 - b. Following release of an acceptable written request, the Office of Student Conduct will release a redacted version of the student's conduct file. Such redaction will still include the name of the respondent party, the charges pursued in the conduct process, and any consequence imposed against the respondent.

Schedule B

- c. Conduct records of student organizations may be requested through the University's [Custodian of Records office](#).

Article VII: Consequences

- 7.1 In the discretion of the Conduct Officer or Hearing Authority, the following educational consequences may be imposed upon any student found to have violated any provision of this Code (including, without limitation, a violation of section 4.20):
 - a. **Warning** – A notice in writing to the student that the student is violating or has violated institutional regulations.
 - b. **Loss of Privileges** – Denial of specified privileges for a designated period of time.
 - c. **Fines** – Fines may be imposed.
 - d. **Restitution** – Compensation for loss, damage, or injury. This may take the form of appropriate service and/or monetary or material replacement.
 - e. **Discretionary Consequences**– Work assignments, service to the University, or other related discretionary assignments which may include, but are not limited to, an apology, restriction upon privileges, a research paper or written statement, , evaluation for alcohol/drug abuse, completion of University programming, no contact directives (as defined herein) or other consequences deemed appropriate.-
 - f. **Level One Probation** – Is imposed for a specific period of time and affects the student's good standing in the University. While on level one probation, the student may be declared ineligible to campaign for or hold office or other leadership roles in a student organization, or represent the University in any intercollegiate activity. If found responsible for a violation of the Code while on level one probation, this may result in suspension or dismissal.
 - g. **Level Two Probation** – Is imposed for a specific period of time and affects the student's good standing in the University. While on level two probation the student shall be declared ineligible to campaign for or hold office or other leadership roles in a student organization. The student shall not represent the University in any intercollegiate activity. While on Level Two probation students are prohibited from participating in the Study Away program, attending conferences on behalf of the university, or representing the University at an official function, event, or intercollegiate competition as a player, manager, or student coach. If found responsible for a violation of the Code while on level two probation, it may result in separation from the University (e.g. denial of privilege to reenroll, suspension, or dismissal) at the discretion of the Conduct Officer.
 - h. **Denial of Privilege to Re-enroll** – This places the student on level two probation, permits the student to complete the current semester barring further violations, but prohibits the individual from enrolling for a defined period of time, after which the student is eligible to return. Conditions for readmission may be specified. While prohibited from enrolling, the student is denied access to University owned or leased grounds, facilities, and vehicles, and all University planned, promoted, or sponsored activities. In the case where a student is a member of a student organization, the student is prohibited from attending the student organization's activities on or off-campus. A hold is placed on the student's records.
 - i. **University Housing Probation** – Probation is for a specified period of time and includes the probability of suspension or expulsion from University Housing if the

Schedule B

student is found to be in violation of institutional policies during the probationary period.

- j. **Parental Notification** – The Family Educational Rights and Privacy Act (FERPA) permits an institution of higher education to disclose to parents or legal guardians the results of conduct hearings if the student is less than 21 years of age and has been found responsible for violating campus rules regarding the use or possession of alcohol or a controlled substance. Parents or guardians of students under the age of 21 will be notified of all violations of University narcotic or other controlled substance policies (Section 4.10) and those alcohol violations (Section 4.11) that result in an assessment for chemical dependency, residence hall probation, or a more severe consequence, as allowed under FERPA regulations.
 - k. **University Housing Suspension** – Separation of the student from occupancy in University Housing for a defined period of time, after which the student is eligible to return. Conditions for readmission may be specified. The student may be denied access to dining facilities connect to University Housing during the suspension. A permanent conduct record is maintained.
 - l. **University Housing Expulsion** – Permanent separation of the student from University Housing. The student shall be permanently denied access to occupancy in University Housing, and access to all University Housing (including dining facilities connect to University Housing). A permanent conduct record is maintained.
 - m. **Suspension** – Separation of the student from the University for a defined period of time, after which the student is eligible to return. Conditions for readmission may be specified. While on suspension, the student is denied access to University owned or leased grounds, facilities, equipment, computer networks, and vehicles, and all University planned, promoted, or sponsored activities. In the case where a student is a member of a student organization, the student is prohibited from attending the student organization’s activities on or off campus. An SL (Student Life) hold is placed on the student’s records. A permanent conduct record is maintained.
 - n. **Dismissal** – Permanent separation of a student from the University. When dismissed, a student is denied access to University owned, or leased grounds, facilities, and vehicles, and all University planned, promoted, or sponsored activities. In the case where a student is a member of a student organization, the student is prohibited from attending any student organization activity. There is a permanent SL hold on the student’s records. A notation is made on the student’s permanent academic record with removal resulting only from action by the President of the University. A permanent conduct record is maintained.
 - o. **Revocation of Admission and/or Degree** – Admission to or a degree awarded from the University may be revoked for fraud, misrepresentation, or other violation of University standards in obtaining admission or the degree, or for other serious violations committed by a student prior to graduation.
 - p. **Withholding Degree** – The University may withhold awarding a degree otherwise earned until the completion of the process set forth in this student conduct code, including the completion of all consequences assigned, if any.
- 7.2 More than one of the consequences listed above may be assigned for any single violation.

Schedule B

- 7.3 Other than dismissal, 7.1n, conduct consequences shall not be made part of the student's permanent academic record, but shall become part of the student's confidential conduct record, which will be maintained in a specified area of the Dean of Students Office and shall be subject to the restrictions of the Family Educational Right to Privacy Act (FERPA). Conduct records are maintained in the Office of Student Conduct for five (5) years from imposition of the most recent consequence, except in cases where the consequence is residence hall expulsion, suspension, and dismissal. Residence hall expulsion and suspension cases will be kept as a permanent conduct record but will not be noted on the academic transcript. Cases of dismissal are permanent and, unlike other conduct records, appear as a notation on the academic transcript. The Conduct Records Policy is in compliance with the state's Records Retention Schedule. All conduct records concerning student organizations are maintained permanently for archival purposes.
- 7.4 Conduct cases that are incomplete, due to factors such as the student's not responding to conduct charges or not fulfilling an educational consequence, remain a conduct record until required actions are completed by the student. Registration for subsequent terms or the conferral of academic degrees may be withheld pending the resolution of allegations of student misconduct.
- 7.5 In addition to the consequences set forth in Section 7.1, the following educational consequences may be imposed upon student groups or student organizations following a finding of responsibility for a conduct violation:
- a. Revocation of University Recognition – Loss of all privileges, including University recognition, for a specified period of time. Conditions for recognition may be imposed.
 - b. Dismissal – permanent revocation of University recognition.
- 7.6 **Temporary or Provisional Orders** – In addition to the authority granted in section 2.3 of this Code, the Dean of Students is empowered to impose temporary or provisional orders to preserve the status quo or to prevent the potential endangerment of persons or property. Such temporary or provisional orders are not intended to replace the University's conduct adjudication process. Generally, such orders should be limited to those circumstances where the Dean has good cause to believe that the student, or the student's behavior, poses a threat to the status quo of the University community or member(s). A student shall receive a written copy of the order, which specifies the conditions of the order, the duration of the order, the consequence for violation of the order, and how the record of the order will be maintained..
- 7.7 A student receiving a temporary or provisional order may seek relief from the Vice President for Student Affairs. The student shall request relief in writing. Upon review, the Vice President can affirm the order, amend the conditions of the order, or remove the order.
- 7.8 **Interim Suspension** – In certain circumstances, the Dean of Students, or a designee, may impose a University or residence hall suspension prior to a hearing before a Hearing Authority.
- 7.9 Interim Suspension may be imposed only:
- a. To ensure the safety and well-being of members of the University community or preservation of University property
 - b. To ensure the student's own physical or emotional safety and well-being

Schedule B

- c. If the student has violated a provisional order put into effect to ensure the safety and well-being of members of the University community or preservation of University property-
 - d. If the student poses a threat of disruption of, or interference with, the normal operations of the University.
- 7.10 During the interim suspension, the student shall be denied access to the residence halls and/or to the campus (including classes) and/or computing and networking facilities and resources and/or all other University activities or privileges for which the student might otherwise be eligible, as the Dean of Students or Conduct Officer may determine to be appropriate. The student should be notified in writing of this action and the reasons for the interim suspension. The notice should include the date, time, and place of a subsequent hearing at which the student may show cause why his or her continued presence on the campus does not constitute a threat or may contest whether a campus policy was violated.
- 7.11 Violations of University drug and alcohol policies are cumulative over the duration of a student's tenure at the University and a schedule of minimum consequences will be assigned. All monetary fines for alcohol and other drug violations go into an alcohol education account that supports classes, assessments, and other educational efforts. **A schedule of fines will be approved yearly by the Board of Governors and placed on the Office of Student Conduct website: <https://www.missouristate.edu/StudentConduct/21933.htm>.)**
- a. **Use or Possession of Drug Paraphernalia and/or Marijuana:**
First Violation: Participation in CASICS education program; fine Level Two Probation for a period of one year; Level One Probation for one year following the previous probation; assessment for chemical dependency; and parental notification, as allowed under FERPA regulations.
Second Violation: Separation from the University for one semester (e.g. suspension, or denial of privileges to re-enroll) and parental notification, as allowed under FERPA regulations.
 - b. **Use or Possession of a Controlled Substance Other Than Marijuana:**
First Violation: Participation in CASICS education program; fine; assessment for chemical dependency; parental notification, as allowed under FERPA regulations, Level Two Probation for a period of two years; and any additional consequence as deemed appropriate by the Conduct Officer.
Second Violation: Separation from the University for one year (e.g. suspension or denial of privileges to re-enroll) and parental notification, as allowed under FERPA regulations.
 - c. **Possession of a Controlled Substance with Intent to Sell or Distribute:**
First Violation: Dismissal from the University.
 - d. **Use, Possession, or Distribution of Alcohol:**
First Violation:—fine; participation in BASICS education program; and 2 reflection papers.
Second Violation: fine; participation in BASICS education program, at least fifteen (15) hours of approved community service; University Housing probation

Schedule B

for one (1) year; and/or Level One probation for a period of one (1) year Parental notification, as allowed under FERPA regulations.

Third Violation: Parental notification, as allowed under FERPA regulations; University Housing suspension; assessment for chemical dependency; Level Two Probation for a period of one year; and a fine.

Fourth Violation: Separation from the University (e.g. suspension or denial of privileges to re-enroll) for one semester. Prior to readmittance, the student will be required to meet with the Dean of Students (or designee) to discuss and demonstrate readiness to be at the University. The student may be asked to submit documentation of successful substance abuse treatment. Students readmitted after a Fourth Violation will not be eligible for University Housing.

e. **Possession of Alcohol Paraphernalia:**

First Violation: warning and removal of paraphernalia item.

Second Violation: paper and removal of paraphernalia item.

Third Violation: Parental notification, as allowed under FERPA regulations; University Housing probation; and removal of item.

Fourth Violation: University Housing suspension (e.g. suspension or denial of privileges to re-enroll) for one semester. Prior to re-admittance, the student will be required to meet with the Dean of Students (or designee) to discuss and demonstrate readiness to be at the University.

Article VIII: Appeals

8.1 Within five (5) business days of issuing the Office of Student Conduct's outcome letter, the Conduct Officer, complaining student or the respondent may appeal the decision of the Conduct Officer or Hearing Authority by submitting a request for appeal to the Dean of Students through the Office of Student Conduct's website available at the following [link](#).

a. The Dean of Students may choose a designee to review an appeal. In the event a conduct decision was made by the Dean of Students, the appeal shall be delivered to the Vice President for Student Affairs who will designate an appeal authority to review the appeal.

b. In cases involving complaints of sexual harassment (including sexual violence) under G1.31 Title IX Policy on Sexual Assault, Stalking, and Other Forms of Sexual Misconduct, the complaining student shall have the same rights to appeal a Hearing Panel's decision as the responding student.

8.2 Except as required to explain the basis of new information, an appeal shall be limited to review of the verbatim record of the initial hearing and supporting documents for one or more of the following purposes:

a. **Procedural Error:** To determine whether the original hearing was conducted fairly in light of the charges and information presented, and in conformity with prescribed procedures giving the complainant a reasonable opportunity to prepare and present information that the Code was violated, and giving the respondent a reasonable opportunity to prepare and to present a rebuttal of those allegations.

b. **Unsupported Conclusion:** To determine whether the decision reached regarding the accused student was based upon a preponderance of evidence. -

Schedule B

- c. Disproportionate Consequence: To determine whether the consequences assigned were appropriate for the violation(s) of the Code which the student was found to have committed.
 - d. New Information: To consider new information, sufficient to alter a decision, or other relevant facts not brought out in the original hearing, because such information and/or facts were not known to the person appealing at the time of the original hearing.
- 8.3 In the event the student appealing a decision or a consequence wishes to review the verbatim record, s/he may make application to the Office of Student Conduct. The verbatim record will remain in the possession of the University during the review. Under no circumstances will a copy of the recording be released. The period for appealing the decision of the Hearing Authority will not be extended for purposes of reviewing the verbatim record.
- 8.4 In the event a verbatim recording is not available due to mechanical failure or otherwise, the absence of the verbatim record shall not, in itself, be cause for appeal. In such cases the Conduct Officer and/ or Hearing Authority will provide the hearing record, which will be considered sufficient for review by an appeal authority.
- 8.5 The appeal authority reviewing the appeal may do any of the following:
- a. Remand the matter to the original Hearing Authority for re-opening of the hearing to allow consideration of the original determination and/or consequence(s).
 - b. Affirm the finding of responsibility or no responsibility.
 - c. Reverse the finding of responsibility or no responsibility.
 - d. Modify the consequences that have been assigned.
 - e. Deny the appeal because it does not fall within the parameters of or comply with the requirements set forth in this Code.
- 8.6 In cases where the consequence is either of Suspension or Dismissal, a student may request the President of the University review the decision of the Appellate Authority by submitting a written request for review no later than five (5) business days following the Appellate Authority's decision. The President of the University may, at the President's discretion, review the decision of the appellate authority and has the full range of responses outlined in 8.5.
- 8.7 In all cases where the consequences are less than Suspension or Dismissal, the students' right to appeal ends at the Appellate Authority, and no appeal to the President will be accepted.

Article IX: Interpretation & Revision

- 9.1 Any question of interpretation regarding the Code shall be referred to the Dean of Students or his or her designee for final determination, subject to appeal to the Vice President for Student Affairs.
- 9.2 The Code should be reviewed periodically under the direction of the Director of Student

Schedule B

Conduct. In all cases, review of this document should be done by bodies which include students appointed by the Student Government Association.

- 9.3 Changes in the Code which are editorial in nature and do not affect the fundamental nature of the document, or are required to insure the code is consistent with state or federal law, can be made by the Dean of Students and become effective upon approval by the President of the University.
- 9.4 Substantive changes recommended for the Code as a result of the review process shall be submitted to the Board of Governors for approval and adoption.

Article X: Definition of Terms

- 10.1 For purposes of "**Academic Dishonesty**": Any one of the following acts constitutes academic dishonesty:
- a. **Cheating**: The term "cheating" refers to using or attempting to use unauthorized materials, information, or study aids in any academic exercise.
 - b. **Fabrication**: The term "fabrication" refers to unauthorized falsification or invention of any information (including research data) or any citation in any academic exercise.
 - c. **Facilitating academic dishonesty**: Assisting or attempting to assist another to violate any provision of the Academic Integrity Policy, whether or not that action is associated with any particular course, is considered academic dishonesty.
 - d. **Plagiarism**: The term "plagiarism" includes, but is not limited to, the use, by paraphrase or direct quotation, of the published or unpublished work or sections of a work of another person without full and clear acknowledgement. It also includes the unacknowledged use of materials prepared by another person or agency engaged in the selling of term papers or other academic materials, including material taken from or ordered through the Internet.
- 10.2 The term "**Appeal authority**" means any person or persons authorized by the Dean of Students to consider an appeal from a Conduct Officer and/ or a Hearing Authority's determination that a student has violated the Code or from the consequences assigned by the Conduct Officer and/or Hearing Authority.
- 10.3 The term "**Business Day**" means any day in which University offices are open, regardless as to whether classes are in session.
- 10.4 The term "**Code**" refers to the Code of Student Rights and Responsibilities.
- 10.5 The term "**Complainant**" refers to any member of the University community who files a complaint for charges against a student or student organization.
- 10.6 The term "**Conduct Advisor**" means a university official authorized to serve in an advisory role in a hearing to the Conduct Officer.
- 10.7 The term "**Conduct Officer**" means a University official authorized by the Dean of Students to recommend consequences for students found to have violated the Code. The Dean may authorize a conduct officer to serve simultaneously as a conduct advisor and the sole member or one of the members of a Hearing Authority. Nothing shall prevent the Dean from authorizing the same conduct officer to recommend consequences in all cases.
- 10.8 For the definition of "consent" and other terms related to sexual violence, as well as further explanation of University policy, see [G1.31 Title IX Policy on Sexual Assault, Stalking and Other Forms of Sexual Misconduct](#).

Schedule B

- 10.9 The term “**consequence**” or “**educational consequence**” refers to the outcomes or terms that a student must fulfill in the event they are found responsible for policy and/or code violations.
- 10.10 The “**Dean of Students**” is that person designated by the University to be responsible for the administration of the Code.
- 10.11 The term “**explosive weapons**” means any explosive, incendiary, or poison gas bomb or similar device designated or adapted for the purpose of inflicting death, serious physical injury, or substantial property damage, or any device designed or adapted for delivering or shooting such a weapon.
- 10.12 The term “**faculty member**” means any person hired by the University to conduct classroom or other learning/teaching activities.
- 10.13 The term “**firearms**” means any weapon that is designed or adapted to expel a projectile by the action of an explosive.
- 10.14 The term “**Hearing Advisor**” means a University official authorized to serve in an advisory role to the Hearing Authority during a hearing. The hearing advisor will uphold the policies, practices, and procedures of a hearing.
- 10.15 The term “**Hearing Authority**” means any person or persons authorized to determine whether a student has violated the Code and to recommend educational consequences. The list of conduct bodies includes, but is not limited to, the Dean of Students, the Director of Student Conduct, the Director of Residence Life Housing and Dining Services, the Residence Hall Conduct Board, the University Hearing Panel, and such other bodies as may from time to time be created under the authority of this document.
- 10.16 The terms “**may**” and “**should**” are used in the permissive sense.
- 10.17 The term “**member of the University community**” includes any person who is a student, faculty member, University official, or any other person employed by the University. A person’s status in a particular situation shall be determined by the Dean of Students.
- 10.18 The terms “**must**” and “**shall**” are used in the imperative sense.
- 10.19 The term “**no-contact directive**” refers to a directive that is issued by university administrators which prohibits both direct and indirect contact (e.g., in-person contact, telephone calls, email, text messages, etc.) between students, or other members of the campus community, when there exists a reasonable concern that physical or psychological harm may result from such contact.
- 10.20 The term “**organization**” means any number of persons who have complied with the formal requirements for University recognition/registration.
- 10.21 The term “**other weapons**” is to include, but not be limited to, a blackjack, switchblade knife, other than an ordinary pocketknife with no blade more than two inches in length, brass knuckles, and projectile weapon such as a bow, crossbow, pellet gun, slingshot, or any other weapon as defined by Missouri law.
- 10.22 The term “**paraphernalia**” includes any object that: i) contains the residue of alcohol or of an illegal drug, ii) is manufactured or sold for the consumption of alcoholic beverages or an illegal drug; or iii) is designed for the rapid consumption of alcohol. Examples of paraphernalia under this definition include, but are not limited to, a marijuana pipe or bong, blow tube, a beer bong, and empty beer cans, liquor bottles, or empty case of beer.

Schedule B

- 10.23 The term “**respondent**” refers to any student or student organization of the University community who is alleged to have violated the Code of Conduct or who is charged with violation of the Code of Conduct.
- 10.24 For purposes of the Code the term "**student**" includes all persons who have been notified of their acceptance for admission and for whom the university maintains education records or personally identifiable information and who is or who has been in attendance at the University.
- 10.25 The term "**University**" means Missouri State University.
- 10.26 The term "**University premises**" includes all land, buildings, facilities, and other property in the possession of or owned, used, or controlled by the University.
- 10.27 The term "**University official**" includes any person employed by the University performing assigned administrative or professional responsibilities. This term specifically includes residence hall Resident Assistants and Graduate Assistants.

Missouri State University-West Plains Code of Student Rights and Responsibilities

Article I

I. Student Rights

- 1.1 The following enumeration of rights shall not be construed to deny or disparage other rights not in conflict with this Code of Student Rights and retained by students in their capacity as members of the University community or as citizens of the State or of the United States. This Code shall not be construed in any manner which might run counter to a reasonable construction of the Charter and Bylaws of the University and the direction of the Board of Governors, nor of the Constitution and Bylaws of the Faculty, nor of the Constitution of the Student Government Association; nor shall it be construed, interpreted or applied in any manner which would seem detrimental to the privileges, purposes, aims and goals of Missouri State University-West Plains as a public institution of higher learning.
- 1.2 Federal and State constitutional guarantees of free inquiry, expression and assembly are specifically restated as guarantees on this campus.
- 1.3 Students are free to pursue their educational goals and to have appropriate opportunities for learning in the classroom and on the campus as shall be provided by the University.
- 1.4 No conduct consequences may be imposed upon any student without following minimal procedural due process, as described in [Article VI](#) of this Code.
- 1.5 Within the limits of its facilities, the University shall be open to all applicants who are qualified according to the admission requirements, which may be adopted and established from time to time. The University does not discriminate on the basis of race, color, national origin (including ancestry), religion, sex (including marital status, family status, pregnancy, sexual orientation, gender identity or gender expression), age, disability, veteran status, genetic information or any other basis protected by applicable law in employment or in any program or activity offered or sponsored by the University.

Schedule C

Prohibited sex discrimination encompasses sexual harassment, which includes sexual violence. See [Title IX Policy on Sexual Assault, Stalking and Other Forms of Sexual Misconduct](#) (~~Referred to as~~ [Title IX Policy](#)).

- 1.6 Discussion and expression of all views relevant to the subject matter are permitted in the classroom subject only to the responsibility of the instructor to maintain order and a climate conducive to learning, within the stated goals and purposes of the University.
- 1.7 All students shall have the right to be protected from prejudiced academic evaluations unrelated to academic performance based on the student's views, opinions, political associations, organizational memberships or the instructor's biases based on the character of the student. Furthermore, all students shall have the right to appeal a grade to the instructor, the department head, the division chair, the dean of academic affairs and the Academic Concerns Committee. All grade remedies under other existing policies shall be protected under this Code.
- 1.8 Discussion and expression consistent with the laws of the State and the United States and in the manner, time and place prescribed by University policy, are permitted within the institution. Support of any cause by orderly means is permitted, subject to the paramount rights of the University, the safety and rights of individuals, the protection of property and the continuity of the educational process.
- 1.9 The University encourages expression of informative and differing viewpoints on issues and ~~will~~ supports the presence on the campus of responsible persons representing various views. The University reserves the right to specify the conditions of time, place and manner of speakers through the ~~Public Forum Policy~~ [University's Expressive Activity Policy](#).
- 1.10 Organizations and groups may be established within the University for any lawful purpose. Affiliation with an extramural organization shall not, in itself, qualify or disqualify the University branch or chapter from institutional privileges. A group shall become an organization when formally recognized by the University according to the procedures and regulations established by the office of student life & development. No group may be so recognized or continue to be recognized if its purposes or programs are in conflict with this Code of Student Rights or with the laws of the State or of the United

Schedule C

States.

- 1.11 A student group or organization may distribute written material on campus without prior approval provided that such distribution is consistent with the policies of the University's University, including the University's Advertising, Distribution and Solicitation Policy, and the Facility Usage Procedures and the applicable laws of the State and/or of the United States and provided that it does not disrupt the operation of the University.
- 1.12 The student press is to be free of censorship. The editors and managers shall not arbitrarily be suspended because of student, faculty, administration, alumni or community disapproval of editorial policy or content.
- 1.13 All students shall have the right to be represented in the Student Senate of the Student Government Association and they further shall have all rights that constituents in democratic societies have including, but not limited to, the right of petition and recall of their representatives.
- 1.14 Students have limited rights of privacy while on University premises, which extend to living quarters in residence halls. The following activities shall not be considered to impinge upon such rights of privacy: the entry of a room to provide maintenance inspections or repair services; entry when there is reasonable cause to believe that a health or safety issue exists; entry when there is reasonable evidence of a disruption of peace that substantially interrupts the daily operations of the residence hall and/or floor community; entry of a room when a student permanently vacates the room; entry of a room when a student vacates a room for a break period; the search of student rooms by civil authorities in accordance with local, state or federal laws; the removal of substances or property in violation of University policy or law during a routine health or safety inspection; the removal of substances or property in violation of University policy or law when in plain view and the removal of substances or property in violation of University policy or law during a situation when a University Official, in the course of his/herthe Official's duties, believes an emergency situation exists which poses threat of harm to a member of the campus community or to University property. Students should not expect these limited rights of privacy to extend to computer accounts and electronic mail. The University reserves the right to access student files and accounts as a part of normal routine tasks and for the purposes of investigating alleged wrongdoing.

Schedule C

- 1.15 All students shall have the right to have their academic and conduct records protected from unauthorized access by any person without the written consent of the student involved, except under compulsion by a University hearing panel or court of law, the University Board of Governors or as otherwise allowed by state and federal law.
- 1.16 All students shall have the right to access, according to published University regulations and/or procedures, all University structures where student fees or fines directly contribute to the upkeep of said buildings, except private offices and other areas where student access could compromise privacy. These buildings shall include, but are not limited to, Putnam Student Center, Garnett Library and the Student Recreation Center/Community Shelter.
- 1.17 All students shall have the right to be secure from having these ~~seif~~ rights infringed upon by University administrators, faculty, support staff or fellow students.
- 1.18 All students have a right to be offered reasonable protection from retaliation, intimidation, and/or harassment. Students who believe they have experienced retaliation, intimidation and/or harassment are encouraged to seek assistance from one of a number of campus resources. The ~~dean of student services office, the coordinator of student life & development office, the Missouri State University West Plains institutional equity and compliance officer and the Missouri State University office of institutional equity and compliance~~ Office of the Dean of Student Services, Office of Student Life and Development, liaison to the Title IX Office, and liaison to the Office of Institutional Equity and Compliance all have staff and resources available to assist students who believe they may be the victim of retaliation, intimidation, and/or harassment. Students can find assistance on filing complaint charges or campus resources at <https://www.missouristate.edu/equity/10537.htm>
- 1.19 The University Community is a community of people with respect for diversity. The University emphasizes the dignity and equality common to all persons and adheres to a strict non-discrimination policy regarding the treatment of individual faculty, staff, and students. In accord with federal law and applicable Missouri statutes, the University does not discriminate on the basis of race, color, national origin (including ancestry, or any other subcategory of national origin recognized by applicable law), religion, sex (including marital status, family status, pregnancy, sexual orientation, gender identity,

Schedule C

gender expression, or any other subcategory of sex recognized by applicable law), age, disability, veteran status, genetic information, or any other basis protected by applicable law in employment or in any program or activity offered or sponsored by the University. Sex discrimination encompasses sexual harassment, which includes sexual violence, and is strictly prohibited by Title IX of the Education Amendments of 1972.

Article II

II. Responsibilities

Missouri State University-West Plains has a single purpose: to develop educated persons. It is thus committed to the search for knowledge. It recognizes that human curiosity explores unknown intellectual worlds as well as unknown physical worlds. In a world where knowledge can become outdated in less than a decade, the University is committed to the discovery and dissemination of knowledge that serves the future.

Educated persons are developed through the interaction of competent, caring faculty and capable, motivated students, supported by dedicated professional staff. It is assumed that the three components of the University, faculty, students and staff, come together as a community in pursuit of the single purpose of the University. In joining this community, students voluntarily assume certain responsibilities that are necessary for promoting the welfare of the community. Although no definitive list of responsibilities can ever truly be developed, the following represent the main responsibilities students assume by becoming members of the University community.

- 2.1 Academic integrity and honesty are the foundation of the University community. Students are expected to practice academic integrity in all assigned work. Students are expected to be honest in all interactions with other students, faculty and staff.
- 2.2 The University has the inherent right to promulgate appropriate rules and regulations for the orderly conduct of University business and the protection of the health and safety of the University community. Students are expected to comply with all published and stated rules and regulations.
- 2.3 Members of the faculty and staff have the authority to properly direct student conduct in

Schedule C

concert with the authority stated above. Students are expected to comply with directives of University officials who are acting in performance of their duties. Students must comply with directives even when they disagree with the directives. A student retains the right to appeal an issued directive through the administrative structure that exists for the faculty or staff member who issued the directive, through established policies.

- 2.4 The search for knowledge can only take place within an atmosphere of open exchange. Open exchange can only take place in an environment of respect and civility. The University has an economically, culturally and ethnically diverse population. Students are encouraged to respect differences of culture, lifestyles and religions as well as to respect freedom of expression. Additionally, students are encouraged to behave in a manner that is both respectful and civil.
- 2.5 The campus and its grounds, facilities and equipment are provided largely by the people of the State of Missouri for the students of the University. Students are expected to protect and guard these resources.
- 2.6 Individual compliance with University rules and regulations can only partially ~~insure~~ ensure a safe and orderly environment. Being a responsible member of the community also implies encouraging behaviors in others ~~which~~ that are consistent with these rights and responsibilities, discouraging behaviors which are inconsistent and taking positive action in the face of violations. Minimally, students are expected to participate in the process of adjudicating violations of University expectations, rules and/or regulations. This implies that students will report violations for which they have knowledge and participate in the conduct process as necessary.
- 2.7 Good Citizen Policy. The welfare of our students is of the highest importance to Missouri State University-West Plains. There will be times when individual students, both on and off campus, may be in critical need of assistance from medical or other professional personnel. Missouri State University-West Plains hopes that these students will seek help and that other students will respond to obtain the help that their fellow student needs. To that end, Missouri State University-West Plains intends to minimize any hesitation that students might have in obtaining help due to concern that their own behavior might be a violation of University policy.

Schedule C

The University pursues a policy of limited immunity for students who offer help to others in need. While policy violations cannot be overlooked, the Dean of Student Services officestaff members will consider the positive impact of reporting an incident on the welfare of students when determining the appropriate response for policy violations by the reporter of the incident. Any possible negative consequences for the reporter of the problem should be weighed against the possible negative consequences for the student who needs intervention. At a minimum, Missouri State University-West Plains suggests that a student anonymously report any situation that would put the student in need in touch with professional help. To report an incident, contact the Dean of Student Services, Lybyer Technology Center, Room 207 (417) 255-7255. An incident report form may also be reported through the Student Life or Student Services page of the University website (https://cm.maxient.com/reportingform.php?MissouriStateUniv&layout_id=15). ~~See also on Bystander Engagement.~~

- 2.8 Attending classes becomes a responsibility of students when they are admitted to the University and for as long as they are in good standing. Students are expected to attend class in accordance with the rights and responsibilities afforded them by the University's Attendance Policy. Attendance is reported daily-regularly and failure to regularly attend classes could have consequences which impacts financial aid eligibility.
- 2.9 The primary interaction between faculty and students, which produces educated persons, is in the classroom in the individual course setting. Requirements of participation in classroom discussion and submission of written exercises are consistent with this document.
- 2.10 Pursuant to the University's Class Disruption policy, ~~T~~the course instructor has original jurisdiction over his/herthe class and may deny a student who is unduly disruptive the right to attend the class. Students are expected to master the course content in compliance with the syllabus of the course instructor. The student is expected to comply with all reasonable directives of the course instructor. The course instructor may have a student administratively withdrawn from a course upon showing good cause and with the concurrence of the department head. A student may appeal the instructor's decision to the division chair and the Dean of Academic Affairs.
- 2.11 Pursuant to the University's Non-Discrimination Policy Statement, students will be free

Schedule C

from, and are expected not to, discriminate on the basis of race, color, national origin (including ancestry or any other subcategory of nation origin recognized by applicable law), religion, sex (including marital status, family status, pregnancy, sexual orientation, gender identity, gender expression, or any other subcategory of sex recognized by applicable law), age, disability, veteran status, genetic information, or any other basis protected by applicable law in connection with their activities as members of the University community.

2.12 Students ~~may~~will be held responsible for the behavioral acts of their guests when such acts are in violation of the Code and occur on University premises or in conjunction with University-sponsored or supervised activities.

Article III

III. Authority and Jurisdiction

- 3.1 The State of Missouri has delegated, by statute, authority for the governance of Missouri State University-West Plains to the Board of Governors. This includes "full power and authority to adopt all needful rules and regulations for the guidance and supervision of the conduct of all students while enrolled as such" and the authority to enforce obedience to those rules and regulations. It also has the power to delegate student conduct authority.
- 3.2 Generally, jurisdiction and the conduct process ~~shall~~will be limited to behavior ~~which~~that occurs on University premises or at University-sponsored activities. Jurisdiction and the conduct process will apply to the conduct of students, student groups and student organizations that occurs ~~or~~ off campus when ~~it~~such conduct adversely affects a member of the University community and/or the behavior reflects a clear disregard for the rights and responsibilities found herein. ~~pursuit of its objectives.~~
- 3.3 Each student ~~shall~~will be responsible ~~for~~to comply with this Code from the ~~his/her~~conduct from the time of application for admission through the actual awarding of a degree, ~~even though conduct may occur before classes begin or after classes end,~~ as well as during the academic year and during periods between terms of actual enrollment (~~and~~ even if their conduct is not discovered until after a degree is awarded). The ~~student~~ Code shall apply to a ~~student's behavior~~student's conduct even though the conduct violation

Schedule C

may have occurred before classes begin or after classes end. The Dean of Student Services may choose to pursue conduct charges even if the student withdraws from school while a conduct matter is pending.

Article IV

IV. Proscribed Conduct

Any student found by the University to have committed any of the following misconduct is subject to the consequences outlined in Article VII. ~~The University cannot develop a list of acts of misconduct that can accurately describe or anticipate every possible act of a student.~~ The authority to determine if a specific act is subject to consequences shall be ~~left with the hearing authority working with the specific case~~ determined pursuant to the procedures set forth in this Code.

4.1 Non-Academic Acts of Dishonesty: Non-Academic Acts of Dishonesty are acts of dishonesty not that are related to a student's academic performance. Non-Academic Acts of Dishonesty may include, but are not limited to, the following:

a. Furnishing false information to any University official, faculty member or office, or the use or possession of any form of false identification;

b. Forgery, alteration or misuse of any University document, record or instrument of identification;

c. Tampering with the election of any student organization.

~~and any~~ Acts of dishonesty that are related to a student's academic performance, and any incident of alleged academic dishonesty committed by any student at Missouri State University-West Plains outside of the context of enrollment in any particular course, are not governed by this Code but are instead governed by the Student Academic Integrity Policies and Procedures. This document is available in the Office of Academic Affairs office, or at <https://wp.missouristate.edu/catalog/policy-academic-integrity.htm> ~~Any one of the following acts constitutes academic dishonesty: cheating, fabrication, plagiarism or facilitating academic dishonesty. Definitions of these acts are included in . When an act~~

Schedule C

~~of dishonesty is of a non-academic nature, the policies of this Code are in effect. Acts of dishonesty may include, but are not limited to, the following:~~

~~a. Furnishing false information to any University official, faculty member or office;~~

~~b. a. Forgery, alteration or misuse of any University document, record or instrument of identification;~~

~~c. a. Tampering with the election of any student organization.~~

- 4.2 Disruption or obstruction of teaching, research, administration, conduct proceedings, other University activities, including its public-service functions on or off campus or University-sponsored or supervised activities. ~~other authorized non-University activities.~~
- 4.3 Discriminatory Harassment, which is unwelcome discriminatory conduct directed toward another person or an identifiable group of persons on the basis of race, color, national origin (including ancestry, or any other subcategory of national origin recognized by applicable law), religion, sex (including marital status, family status, pregnancy, sexual orientation, gender identity, gender expression, or any other subcategory of sex recognized by applicable law), age, disability, veteran status, genetic information or any other basis protected by applicable law, which is-is so severe, or pervasive, and objectionably offensive and that so undermines and detracts from the person or identifiable group's education experience that the student(s) are effectively denied equal access to the University's resources and opportunities ~~has the purpose or effect of creating an intimidating, hostile or offensive learning, working or living environment (see)~~. See Non-Discrimination Policy Statement. For additional information regarding sex discrimination (encompassing sexual harassment, see Section 4.19)
- 4.4 Attempted or actual theft of and/or damage to property of the University or property of a member of the University community or other personal or public property.
- 4.5 Hazing, an act that endangers the mental or physical health or safety of a student or which destroys or removes public or private property, for the purpose of initiation or ~~admission~~ into, affiliation with, or as a condition of continued membership in a group or

Schedule C

- organization. The express or implied consent of the student will not be a defense to a violation of hazing. The willing participation or acquiescence of the student to the hazing activity is no defense and is still a ~~Apathy or acquiescence in the presence of hazing is not a neutral act; they are~~ violations of this policy.
- 4.6 Failure to comply with ~~directions~~ directives of University officials or law enforcement officers acting in performance of their duties (including, without limitation, failure to comply with a no-contact directive) and/or failure to identify oneself to these persons when requested to do so.
- 4.7 Unauthorized possession, duplication or use of keys to any University premises or unauthorized entry to or use of University premises that have restricted access.
- 4.8 Violation of University policies, rules or regulations ~~published in University documents; including, but not limited to: "The Course Catalog", "The Guide to Residence Hall Living", and The~~ the University Policy Library available at <https://wp.missouristate.edu/policies/>, "The Guide to Residence Hall Living" or in other sources with which a student could reasonably be expected to be familiar.
- 4.9 Violation of federal, state or local laws and ordinances on University premises or at University-sponsored or -supervised activities. Violations of federal, state, or local laws and ordinances that occur off campus when the conduct adversely affects a member of the University Community or the behavior reflects a clear disregard for this Code, State law, or Federal law. and/or the pursuit of its objectives.
- 4.10 Use, possession or distribution of narcotics or other controlled substances or drug-related paraphernalia, except as expressly permitted by law. ~~Also prohibited are~~ Including the use of prescription medications without proper prescription or used counter to used outside the directions of a valid prescription. Additionally, the misuse of any products for the purposes of as well as other substances used to gain a similar effect as illegal drugs. Recommended minimum consequences for a violation of Section 4.10 the possession of drug paraphernalia and use or possession of marijuana or other controlled substances are outlined in [section 7.13](#).
- 4.11 Use, possession or distribution of alcoholic beverages or alcohol paraphernalia (as

Schedule C

defined in this Code) except as expressly permitted by the law and University regulations or public intoxication on University premises. ~~Alcohol paraphernalia may include such items as empty cans, bottles or any kind of alcohol bong.~~ Recommended minimum consequences for violations of the alcohol policy are outlined in [section 7.13](#).

- 4.12 ~~Unauthorized fireworks and unauthorized possession~~Possession and/or use of firearms, fireworks, explosive weapons and other weapons, as defined by University policy and Missouri Revised Statutes law, on University premises. ~~Authorization to possess such items on University property may be granted by the chancellor.~~
- 4.13 Tampering with fire alarms, extinguishers and/or other safety equipment.
- 4.14 Participation in a campus demonstration which disrupts the normal operations of the University and infringes on the rights of the University community; leading or inciting others to disrupt scheduled and/or normal activities within any campus building or area; intentional obstruction which unreasonably interferes with freedom of movement, either pedestrian or vehicular, on ~~campus~~University premises or at a University sponsored or sanctioned event.
- 4.15 Obstruction of the free flow of pedestrian or vehicular traffic on University premises or at University-sponsored or -supervised functions.
- 4.16 ~~Conduct, which is~~
- a. ~~Unduly disruptive to the University community, lewd or obscene. Obscene conduct may include conduct that appeals only to a prurient interest and/or depicts/describes sexual acts in a patently offensive way;~~
- b. ~~A breach of peace;~~
- c. ~~Aiding, abetting or procuring another person to breach the peace on University premises or at functions sponsored or participated in, by the University;~~

Unauthorized Surveillance: making unauthorized video or photographic images of a person in a location in which that person has a reasonable expectation of privacy, including, but not limited

Schedule C

to, shower/locker rooms, residence hall rooms and ~~men's or women's~~ restrooms. Also prohibited is the intentional or knowingly viewing, storing, sharing and/or other distribution of such unauthorized images by any means.

4.17 Unauthorized distribution of sexually explicit images, sharing, displaying or otherwise distributing nude or sexually explicit images of another individual without that individual's consent, even if the image was lawfully made or taken with consent. The knowing or intentionally viewing of an image by a third-party when the third party knows or has reason to know that the subject of the image has not consented to such viewing or distribution is likewise a violation of this section.

4.1~~87~~ Abuse of computing resources, including but not limited to:

- a. Sharing a University account password with others, allowing anyone else to use your account or use someone else's account;
- b. Copying, sharing, uploading, downloading, sending or knowingly receive copyrighted or trade/service marked materials without authorization;
- c. Fraudulently accessing and interfering with computer systems, resources, data or other users;
- d. Examining, altering or attempting to examine or alter another computer user's private files or electronic communications without authorization;
- e. Using or altering electronic communications to hide identity or impersonate another party;
- f. Disrupting, attempting to disrupt or supporting the disruption of University or external information technology services, systems or users;
- g. Violating Missouri State University's "Information Technology Policies" (can be found at http://www.missouristate.edu/policy/Ch12_ComputerPolicies.htm).

4.1~~98~~ Physical Misconduct, including but not limited to:

- a. inflicting bodily harm or unwanted physical contact upon any person;

Schedule C

- b. taking any action for the purpose of inflicting harm upon any person.

4.~~2019~~ Sexual discrimination, (including but not limited to sexual violence, sexual harassment, sexual assault), domestic violence, dating violence and/or stalking.

Missouri State University-West Plains is committed to creating and maintaining an environment that is safe and free from sexual violence and sexual harassment, including sexual assault and stalking. **The University will take ~~immediate~~ reasonable action to eliminate harassment, prevent its recurrence and address its effects.** This policy also prohibits retaliation against an individual who has brought forward a complaint of sexual harassment and/or taken part in a conduct process as a result of a sexual harassment complaint. For definitions and further explanation of University policy, see [Title IX Policy on Sexual Assault, Stalking and Other Forms of Sexual Misconduct](#).

The recommended minimum consequence for a violation of Section 4.20 is Level Two probation for one (1) year. ~~shall be Suspension for one semester (a summer semester does not satisfy this requirement).~~ In addition, other consequences may be enacted, as needed (e.g., moving from one ~~location in the~~ residence hall to another or a required change of academic schedule). ~~Note. All instances of alleged violations of this shall be considered on a case by case basis based on the facts and circumstances of each situation.~~ Nothing in this section shall limit the ~~University Hearing Authority~~ from imposing any consequences permitted by the Code.

4.~~2120~~ Abuse of the Conduct System, including but not limited to:

- a. Failure to obey the ~~summons directives~~ of a ~~C~~onduct ~~O~~fficer or University official;
- b. Falsification, distortion or misrepresentation of information before a ~~C~~onduct ~~O~~fficer, University official and/or Hearing Panel;
- c. Disruption or interference with the orderly conduct of a conduct proceeding;
- d. Institution of a conduct proceeding knowingly without cause;
- e. Attempting to discourage an individual's proper participation in or use of, the

Schedule C

conduct system;

- f. Attempting to influence the impartiality of any member of a conduct proceeding prior to, during and/or after a conduct meeting and/or hearing;
- g. ~~Harassment (verbal or physical), intimidation and/or r~~Retaliation against any person participating in the conduct process;
- h. Failure to comply with consequences imposed ~~following a conduct proceeding, by the date specified, under the Code of Rights and Responsibilities;~~
- i. Influencing or attempting to influence another person to commit an abuse of the conduct system.

4.~~2122~~ Violations of Missouri State University-West Plains' Tobacco Use Policy. This policy can be found online at <https://wp.missouristate.edu/PhysicalPlant/Tobacco.htm>.

4.~~2223~~ Assisting or encouraging, through act or omission, any person or group with committing or attempting to commit a violation of this Code or Federal/State laws and regulations. Failure to leave or report a situation where any person is committing or attempting to commit a violation of this ~~e~~Code.

Article V

V. Violation of Law and University Conduct

- 5.1 University conduct proceedings may be instituted against a student charged with conduct that potentially is a violation of both criminal law and this Code. ~~For example, if both violations result from the same factual situation, without regard to the pendency of civil or criminal litigation in court or criminal arrest and prosecution.~~ Proceedings under this Code may be carried out prior to, simultaneously with or following civil or criminal proceeding off-campus at the discretion of the ~~D~~ean of ~~S~~tudent ~~S~~ervices or ~~his/her~~a designee. Determinations made or consequences imposed under this Code shall not be subject to change because criminal charges ~~arising out of the same facts giving rise to violation of University rules~~ were dismissed, reduced or resolved in favor of or against the criminal law defendant. In cases involving potential criminal conduct the ~~D~~ean of

Schedule C

Sstudent Sservices, in conjunction with other appropriate University officials, will determine whether law enforcement shall be notified.

- 5.2 When a student is charged by federal, state or local authorities with a violation of law, the University will not request or agree to special consideration for that individual because of his or her status as a student. If the alleged offense is also the subject of a proceeding before a conduct body under the Code, however, the University may advise off-campus authorities of the existence of the Code and of how such matters will be handled internally within the University community. The University will cooperate fully with law enforcement and other agencies in the enforcement of criminal law on campus and in the conditions imposed by criminal courts for the rehabilitation of student violators. Individual students, staff members and faculty members, acting in their personal capacities, remain free to interact with governmental representatives, as they deem appropriate.

Article VI

VI. Conduct ~~Policies~~ Adjudication Process

The development of self-discipline is a goal of education, and the conduct process is intended to be educational in nature. The conduct adjudication process described herein is designed to further the educational process; therefore, it is not comparable to, or a substitute for, jurisprudence under a criminal code. Therefore, formal rules of process, procedure, and/or technical rules of evidence, such as are applied in criminal or civil court, are not used in student conduct adjudication process. The conduct adjudication process outlined below is designed to balance the rights and responsibilities of the student accused of wrong doing with the rights of the University community, including but not limited to, the complaining student, other students, faculty, staff, and the public.

- 6.1 Any member of the University community (~~complainant~~) may file a complaint against any student or student organization for alleged violations of this Code. misconduct (~~respondent~~). The complaint may be prepared in writing or notice may be given in another manner and directed to the Dean of Sstudent Sservices, who has been given responsibility ~~is responsible~~ for the administration of the University conduct system.

Schedule C

Any ~~charge-complaint~~ should be submitted as soon as is reasonably possible after the event takes place, but in any case, no longer than twelve (12) months from the date the person knew or should have known ~~of the alleged violation-the facts~~. In most cases, students will not undergo more than one conduct process within the University for the same incident. ~~For example, if a student is assigned consequences from their academic department for an incident, the student will not typically face conduct charges for the same incident.~~

6.22 Violations of Code Policies (other than violations of G1.31): After receiving an incident report or other indication of Code violations, the Dean of Student Services, or their designee, may proceed as follows:

- a. Conducts an investigation of the allegations, or other validation of the allegations received.
- b. If appropriate, sends a charge letter indicating:
 - The sections of the Code or other University policies allegedly violated
 - Date, time, and place the alleged violation occurred (if available)
 - A concise summary of the alleged violation
 - A list of witnesses (to be supplemented later if necessary)

A date, time, and location for the respondent to meet with the Dean of Student Services. The respondent's class schedule shall be consulted; the respondent may request an alternative date and time to meet within the deadline listed in the charge letter. The decision to alter the meeting time and date is at the discretion of the Dean of Student Services.

6.3 ~~Alleged Violations of G1.31~~ ~~If the complaint is for sexual assault in violation of the Title IX Policy on Sexual Assault, Stalking and Other Forms of Sexual Misconduct, Title IX Policy/Code Section 4.20: If the complaint is an alleged violation of the Title IX Policy,~~ the ~~D~~ean of ~~S~~tudent ~~S~~ervices ~~will forward the complaint to the Title IX office for review and investigation subject to the Title IX policy, shall follow the investigative steps outlined in that policy and in the case of any conflict between and this policy, shall control. If a complaint includes allegations of sexual assault under the , mediation is not appropriate even on a voluntary basis.~~ After completing an ~~Title IX~~ investigation, the Title IX office ~~shall will~~ prepare an investigative report summarizing the investigation and the ~~finding from the investigative report. conclusion of same.~~ After receiving the investigative report from the Title IX office, the ~~Hearing Authority~~ Dean of Student Services will proceed as follows: shall do the following:

- a. ~~Present charges to the respondent in written form as outlined in 6.4 which stem from the findings of the investigative report;~~ Prepare and send correspondence to

Schedule C

the individual identified as the respondent in the Title IX Investigative Report scheduling a Conduct Meeting where the Dean of Student Services will discuss the situation described in the investigative report, the proposed charges against the respondent, the consequences proposed by the Dean of Student Services and the respondent's position on responsibility.

- b. ~~The respondent will be given the opportunity to Meet with the respondent by the deadline assigned in the letter of charges to review~~ the investigative report, the charges of Code violation and given a summary of information to be presented as to allow preparation of refutation. The respondent will be given the opportunity to review any materials from the investigation report including but not limited to: audio recordings, investigative report and exhibits;
- c. Answer questions and provide any necessary clarification of the Code and/or its procedures;
- d. Discuss the respondent's level of responsibility in the conduct situation. The respondent may give additional information, present additional pertinent documents or records pertaining to the incident and present additional witnesses which were not provided during the investigative phase ~~and~~
- e. ~~In cases where the dean of student services and the respondent are unable to come to an agreement on responsibility for a violation or an appropriate consequence, the respondent shall have the right to request a hearing in front of a Hearing Authority.~~

~~6.3 — In complaints that do *not* include allegations under the , the dean of student services will promptly investigate to determine if there is reasonable cause to charge the accused individual and what policy violations may be considered as part of the complaint. In the event of an informal resolution, the dean of student services may take appropriate steps to resolve the situation and such disposition shall be final and there shall be no subsequent proceedings.~~

~~6.4 — All charges shall be presented to the respondent in written form, via Missouri State University West Plains email and/or US mail. The written notice of charges will contain the following:~~

Schedule C

- a. ~~The sections of the Code or other University policies allegedly violated;~~
- b. ~~Date, time and place, the alleged violation occurred;~~
- c. ~~A concise summary of the alleged violation;~~
- d. ~~A list of the witnesses (to be supplemented later if necessary);~~
- e. ~~A date, time and location for the respondent to meet with the dean of student services. The respondent's class schedule shall be consulted; the respondent may ask the dean of student services for an alternate date and time to meet within the deadline listed in the letter. The decision to alter the meeting time and date is at the discretion of the dean of student services.~~

6.45 Following receipt of the complaint, and in the discretion of the Dean of Student Services, ~~the~~ respondent will have a Conduct Meeting with the Dean of Student Services by the deadline assigned in the letter of charges-correspondence from the Dean of Student Services. At this Conduct Meeting the following matters ~~will be decided;~~ may be discussed:

- a. The Dean of Student Services will review the charges and give a summary of the information to be presented;
- b. The Dean of Student Services will answer any questions and provide any requested clarification of the Code and/or its procedures;
- c. The respondent may respond to the charges and provide any information ~~he/she~~ the respondent believes to be relevant in determining responsibility. ~~He/she~~ The respondent shall have an opportunity to present information, ask questions, present records or documentation pertaining to the incident, present witnesses and provide explanations to the Dean of Student Services.
- d. The Dean of Student Services and the respondent will discuss the respondent's level of responsibility ~~in the conduct situation~~ relating to the allegations and attempt to reach an agreement regarding responsibility (or ~~no~~ lack of responsibility) and consequences as necessary. If an agreement is reached, a Case Resolution Form (CRF) will be completed by the Dean of Student Services.

Schedule C

- ~~e. In cases where the dean of student services and the respondent are unable to reach an agreement on responsibility for a violation or an appropriate consequence, the respondent shall have the right to request a hearing in front of a Hearing Authority or a hearing panel.~~
- ~~ef. Except as set forth in subsection (g) below, if~~ a respondent fails to attend their scheduled conduct meeting, the Dean of Student Services may, at ~~his or her~~their discretion, conduct the meeting in the respondent's absence and render a finding of responsibility or no responsibility. In these cases the Dean of Student Services will complete ~~the Case Resolution Form (a CRF)~~ and send a findings letter to the respondent; the respondent is responsible for fulfilling or upholding the consequences listed within the letter. ~~If the respondent wishes to appeal that conduct decision they may do so by following the appeals processes outlined in of this document.~~ The respondent may appeal the conduct decision but must follow the appeals processes outlined in Article VIII of this document.
- ~~g. In cases where the respondent fails to appear for an initial conduct meeting and the potential outcome could be Residence Hall suspension/expulsion, University suspension or University dismissal, the dean of student services will assume a plea of not responsible and set up a hearing with the hearing panel as the Hearing Authority.~~
- hf. In matters concerning hearings, the Dean of Student Services will assist both the respondent accused of violating policies and the member of the University community who is filing charges for the purposes of facilitating and understanding the hearing process.
- ig. The Dean of Student Services' determination will be made by a preponderance of evidence, on the basis of whether it is more likely than not that the respondent violated the Code of Student Rights and Responsibilities.
- jh. In consideration of the limited role of advisors and of the compelling interest of the University to expeditiously resolve allegations of violations of the Code, the work of the Dean of Student Services will not, as a general practice, be delayed due to the unavailability of an advisor. The responding student is responsible for presenting his or her own information and, therefore, advisors are

Schedule C

not permitted to speak or to participate directly in any hearing.

- 6.6 Where appropriate, following a Conduct Meeting, the parties may have a right to a hearing as set forth below:
- a. In cases where the Dean of Student Services and the respondent are unable to come to an agreement on responsibility and/or consequence, or the respondent fails to appear for the Conduct Meeting, and the Dean of Student Services' chosen consequence does not include any separation between the student and the University (e.g. 7.1h, 7.1k, 7.1l, 7.1m, 7.1n, 7.1o, or 7.1p) then the finding of the Dean of Student Services will be applicable, unless the respondent submits an appeal pursuant to Section VIII below.
 - b. In cases where the Dean of Student Services and the respondent are unable to come to an agreement on responsibility and/or consequences, and the Dean of Student Services' chosen consequence includes a sanction separating the student from the University (e.g. 7.1h, 7.1k, 7.1l, 7.1m, 7.1n, 7.1o, or 7.1p), the respondent shall have the right to request a hearing in front of a Hearing authority.
 - c. In cases where the respondent fails to appear for the conduct meeting and the recommended consequences includes separation between the student and the University (e.g. 7.1h, 7.1k, 7.1l, 7.1m, 7.1n, 7.1o, or 7.1p), the Dean of Student Services will designate an entry of "not responsible" and set up a hearing with a Hearing Panel as the Hearing Authority.

~~When a student enrolls at the University, s/he does so voluntarily and in so doing implicitly accepts certain obligations of performance and behavior established by the University, as defined in this Code and other official University publications. The development of self-discipline is a goal of education and the conduct process is intended to be educational in nature. The conduct system described herein is designed to further the educational process; therefore, it is not comparable to or a substitute for, jurisprudence under a criminal code. Therefore, formal rules of process, procedure and/or technical rules of evidence, such as are applied in criminal or civil court, are not used in student conduct proceedings. The procedures outlined below are designed to balance the rights and~~

Schedule C

~~responsibilities of the student accused of wrong doing with the rights of the accuser, other students, members of the academic community and the public.~~

6.7 Any hearing conducted pursuant to the Code Hearings shall be conducted in order to provide a fair opportunity for hearing of every participant's position, explanations and information according to the following guidelines:

- a. Hearings will be conducted in private. Only individuals serving a defined purpose will be allowed to participate (e.g. complaining and responding students, identified witnesses, advisors to participants, emotional support individuals), and only to the extent necessary for that defined role (i.e. emotional support individuals may sit in close proximity to a witness while being questioned, but then must leave for all other aspects of the Hearing.
- b. ~~Admission of any person to the hearing shall be at the discretion of the Hearing Authority.~~ The parties to a hearing complainant and the respondent must each inform the ~~Dean of Student Services~~ of witnesses who they intend to have provide information at the hearing at least five (5) business days in advance of the hearing. The Hearing Authority may determine that there are other relevant persons who know information about the situation and invite them to participate in the hearing to share their information.
- c. The Hearing Authority may cause to be removed from the hearing any person, ~~including the complainant, respondent or an advisor,~~ who disrupts or impedes the hearing or who fails to adhere to the rulings of the Hearing Authority. ~~The Hearing Authority may direct that persons, other than the respondent or the complainant, who are to be called upon to provide information, be excluded from the hearing except for that purpose. If the Complainant alleges there has been a violation under the , when requested, the dean of student services will make arrangements for the Complainant and Respondent not to be in the same room at the same time. The members of the Hearing Authority may conduct private deliberations at such times and places as they deem proper.~~
- d. Unless prior arrangements have been approved by the Hearing Authority, the complainant complaining party must should appear as part of the Dean of Student Services presentation of in support of the charge(s) before the Hearing Authority-

Schedule C

~~designated. If the complainant fails to appear, charges may be dropped at the discretion of the dean of student services. However, if~~ If the complainant alleges ~~there has been a~~ violation under the [Title IX Policy](#), a ~~C~~complainant's presence at a hearing is not a prerequisite to proceeding with the hearing.

- e. If the respondent has been properly notified of the hearing, but fails to appear, the hearing may take place in ~~his/her~~ the respondent's absence and the findings and consequences will be binding on the respondent, subject to the respondent's right to appeal pursuant to Section VIII. ~~Only upon showing of exceptional circumstances (to be determined by the Hearing Authority) will the respondent be granted a new hearing on the basis of absence. In conduct hearings and/or meetings, it shall be presumed that the notice of a hearing/meeting has been received if the notice is furnished in one of the following ways: notice is sent by campus, regular, registered or electronic mail to the address provided by the student to the dean of student services or that is on record in the Registrar's office or, if undeliverable, to the permanent address of record.~~
- f. In hearings involving more than one accused student, the ~~D~~dean of ~~S~~student ~~S~~services, at ~~his or her~~ their discretion, may decide to separately conduct the hearings concerning each student.
- g. ~~The complainant and the respondent each~~ Both parties to a hearing have the right to be assisted by any advisor ~~he/she chooses~~ of their choosing at their own expense. A party is only allowed one (1) advisor, unless otherwise approved by the Hearing Authority. The party's advisor may be an attorney. ~~The complainant and the respondent~~ Participants are each responsible for presenting ~~his or her~~ their own information and, therefore, advisors are not permitted to speak or to participate directly in any hearing. It is the responsibility of the ~~complainant and the respondent~~ participants to notify the ~~D~~dean of ~~S~~student ~~S~~services of the identity of their ~~ir~~ adviser ~~secured~~ no later than five (5) business days in advance of the hearing date.
- h. In consideration of the limited role of advisors and of the compelling interest of the University to ~~expeditiously~~ efficiently resolve allegations of violations of the Code, the work of a Hearing Authority will not, as a general practice, be delayed due to the unavailability of an individual's advisor.

Schedule C

- i. Presenting information and ~~challenging presented~~ rebutting information presented at a hearing are rights available to both ~~the respondent and the complainant~~ parties. However, certain circumstances may make it prudent to limit either party from submitting direct questions to a witness or participant. Therefore, at the discretion of the Dean of Student Services or Hearing Authority, direct questioning by the complainant or the respondent is not an inherent right and all questions ~~shall~~ may be submitted in writing to the Hearing Authority to ask the questions on ~~their~~ the party's behalf. Only those questions appropriate and relevant will be allowed by the Hearing Authority. ~~Moreover, the complainant and the respondent shall be afforded similar and timely access to any summary of investigative findings presented by the University consistent with FERPA and other privacy laws. All parties will be allowed similar and timely access to materials introduced during a Hearing.~~
- j. It is the responsibility of the person desiring the presence of a witness before a hearing to ensure that the witness appears. Because experience has demonstrated that the actual appearance of an individual is of greater value than a written statement, the latter is discouraged and should not be used unless the individual cannot reasonably be expected to appear. Any written statement must be dated, signed, and notarized ~~by the person making it and witnessed by a University employee. Unless otherwise allowed by the Hearing Authority.~~ The work of a Hearing Authority will not, as a general practice, be delayed due to the unavailability of a witness.
- k. The Hearing Authority ~~will~~ may accept for consideration all information which reasonable persons would accept as having relevance to the allegations. Unduly repetitious, ~~irrelevant or~~ personally abusive information, or evidence overly extraneous to the charges under consideration should be excluded. In cases of alleging a violation of the Title IX Policy, questioning about the Complainant's complaining party's sexual history with anyone other than the Respondent respondent will not be permitted.
- l. Pertinent records, exhibits and written statements may be accepted as ~~information~~ evidence for consideration at the discretion of the Hearing Authority. The dean of student services must receive such pertinent records, exhibits and written statements at least five (5) business days prior to a hearing for a party to include

Schedule C

- such evidence in the hearing, unless as otherwise allowed by the Hearing Authority.
- m. All procedural questions during the hearing are subject to the final decision of the Hearing Authority.
 - n. The members of the Hearing Authority will conduct deliberations in private as to a respondent's responsibility and, if necessary, appropriate consequences.
~~The~~After the hearing, the Hearing Authority shall determine (by majority vote if the hearing body consists of more than one person) whether the respondent has violated each of the charged sections of the Code.
 - o. The Hearing Authority's determination shall be made on the preponderance of evidence, on the basis of whether it is more likely than not that the respondent violated the Code.
 - p. Any participant in a hearing who has a disability and requires accommodation in order to fully participate in the hearing should arrange accommodations with the ~~coordinator of student life & development~~Dean of Student Services or Disability Services Coordinator sufficiently in advance of the hearing.
 - q. There may be circumstances, particularly in cases of sexual assault, domestic or dating violence or stalking in which participants to a Hearing may request that individuals are visually blocked from view during the hearing. Such a request will be evaluated on a case by case basis by the Hearing Authority. If such a request is granted, every effort will be made to ensure that all parties have the ability to present questions to any individual, regardless of that individual being physically present or visible. the Complainant may request and be provided screening from the respondent in a hearing situation. Accommodations for this will be considered on a case by case basis and granted at the discretion of the Hearing Authority and the dean of student services.
 - r. The members of the Hearing Authority will conduct separate deliberations in private as to the appropriate consequences for those violations it has determined the respondent has violated. The Hearing Authority will entertain recommendations from both parties as to appropriate consequence. A respondent's past violations and consequences (including past violations and

Schedule C

consequences that occurred at any of the University's campuses or at another institution of higher education) may be relevant and considered when determining action or appropriate consequences.

6.78 A digital recording of all hearings will be recorded by the Dean of Student Services and/or the Hearing Authority. There shall be a single verbatim record, such as a digital recording, of all hearings. The record shall be the property of the University. The complainant and the respondent shall not be allowed to make a separate recording of any type. No other party will be allowed to make a separate recording of any type. Both parties to the proceeding will have access to inspect the digital recording, at the office and the discretion of the Dean of Student Services.

6.9 The Hearing Authority will provide the Dean of Student Services with the parties CRF which will outline the Hearing Authority's finding on responsibility and consequences. The CRF will also include a written summary of the Hearing Authority's rationale for its finding of responsibility and consequences. Following completion of a CRF, the respondent will receive an outcome letter from the Dean of Student Services, summarizing any charges and consequences resulting from the conduct adjudication process, which outlines the findings, what information was considered, the basis for the finding and the recommended consequences. (see also).

6.810 Except in the case of a student charged with failing to obey the summons of a Hearing Authority or University official, no student may be found to have violated the Code solely because the student failed to appear for a hearing. In all cases, the information in support of the charges shall be presented and considered.

6.911 The University records of a student may be placed on a hold under this Code when a student:

- a. Is given sufficient notice to respond to a letter of conduct charges and fails to respond;
- b. Does not fulfill a conduct consequence within the deadline established by a Hearing Authority or by agreement with the Dean of Student Services;
- c. Has received a consequence that prohibits future enrollment;

Schedule C

- d. Has indicated a criminal charge or conviction on the application for admission and must provide requested information to the Dean of Student Services that is relevant to reaching an admissions decision;
- e. Has been summoned by the Dean of Student Services or a designee for a meeting concerning the student's alleged misconduct and will not comply with the request.
- f. Is a respondent in a Title IX investigation in which the Title IX investigator has found a violation of the policy by a preponderance of the evidence and has submitted the investigative report to the Dean of Student Services pursuant to this Code.

The purpose of a hold is to compel a student to fulfill an obligation to the Dean of Student Services (including the Office of Residence Life). A Student Life Hold (J Hold) on records denies the student the right to register for future classes or change class registration until the hold on records is removed by the Dean of Student Services when the student fulfills the required conditions. A student receiving a hold may seek relief from the chancellor. The student shall request relief in writing. Upon review, the chancellor can amend the conditions of the hold or remove the hold.

6.1012 Through the course of the conduct process, the University will maintain records relating to an individual's participation in the conduct process. This conduct file, ~~Individual student's disciplinary records,~~ including the outcome of a conduct meeting or a hearing, and the consequences imposed, are educational records and are protected from release under the Federal Education Rights and Privacy Act (FERPA), except as otherwise required or permitted by law.

- a. The Dean of Student Services will facilitate the disclosure of the student's conduct file upon written request. In order to request a copy of the conduct file an individual (or their next of kin) should submit a request to the Dean of Student Services.
- b. Following release of an acceptable written request, the Dean of Student Services will release a redacted version of the student's conduct file. Such redaction will still include the name of the respondent party, the charges pursued in the conduct process, and any consequence imposed against the respondent.
- c. Conduct records of student organizations may be requested through the University's Custodian of Records office.

Article VII

VII. Consequences

~~7.1 — Once a violation of the Code has been established as taking place, consequences may be determined by agreement with the dean of student services or by a Hearing Authority. In determining the consequence(s), recommendations from the respondent and the complainant will be considered. A respondent's past violations and consequences (including past violations and consequences that occurred at any of the University's campuses or at other institutions of higher education) may be relevant and considered when determining action or appropriate consequences.~~

7.21 In the discretion of the Dean of Student Services or Hearing Authority the following educational consequences may be imposed upon any student found to have violated any provision of this Code (including, without limitation, a violation of section 4.20):

- a. **Warning** – A notice in writing to the student that the student is violating or has violated institutional regulations;
- b. **Loss of Privileges** – Denial of specified privileges for a designated period of time;
- c. **Fines** – Fines may be imposed;
- d. **Restitution** – Compensation for loss, damage or injury. This may take the form of appropriate service and/or monetary or material replacement;
- e. **Discretionary Consequences** – Work assignments, service to the University or other related discretionary assignments which may include, but are not limited to, an apology, restriction upon privileges, a research paper or written statement, a referral for counseling, evaluation for alcohol/drug abuse, ~~a psychiatric evaluation~~ completion of University programming, no contact directives (as defined herein) or other consequences deemed appropriate;
- f. **Level One Probation** – ~~Serves as both a second chance and a final warning to the student. It is~~ Is imposed for a specific period of time and affects the student's good standing in the University. While on level one probation, the student may be declared ineligible to campaign for or hold office or other leadership roles in a student organization or represent the University in any intercollegiate activity. If

Schedule C

found responsible for a violation of the Code while on level one probation, this may result in suspension or dismissal;

- g. **Level Two Probation** – ~~The highest level of probation. It is~~Is imposed for a specific period of time and affects the student's good standing in the University. While on level two probation the student shall be declared ineligible to campaign for or hold office or other leadership roles in a student organization. The student shall not represent the University in any intercollegiate activity. While on Level Two probation, students are prohibited from participating in the Study Away program, attending conferences on behalf of the university, or representing the University at an official function, event, or intercollegiate competition as a player, manager, or student coach. If found responsible for a violation of the Code while on level two probation, it ~~shall~~may result in ~~suspension~~separation from the University (e.g. denial of privilege to reenroll, suspension, or dismissal) or dismissalat the discretion of the Dean of Student Services. ~~Prohibited activities include but are not limited to: participating in the Study Away program, attending conferences on behalf of the University or representing the University at an official function, event or intercollegiate competition as a player, manager or student coach;~~
- h. **Denial of Privilege to Re-enroll** – This places the student on level two probation, permits the student to complete the current semester barring further violations, but prohibits the individual from enrolling for a defined period of time, after which the student is eligible to return. Conditions for readmission may be specified. While prohibited from enrolling, the student is denied access to University owned or leased grounds, facilities and vehicles and all University planned, promoted or sponsored activities. In the case where a student is a member of a student organization, the student is prohibited from attending the student organization's activities on or off-campus. A hold is placed on the student's records;
- i. ~~Residence Hall~~**University Housing Probation** – Probation is for a specified period of time and includes the probability of suspension or expulsion from ~~residence hall living~~University Housing if the student is found to be in violation of institutional policies during the probationary period;
- j. **Parental Notification** – The Family Educational Rights and Privacy Act

Schedule C

(FERPA) permits an institution of higher education to disclose to parents or legal guardians the results of conduct hearings if the student is less than 21 years of age and has been found responsible for violating campus rules regarding the use or possession of alcohol or a controlled substance. Parents or guardians of students under the age of 21 will be notified of all violations of University narcotic or other controlled substance policies (Section 4.10) and those alcohol violations (Section 4.11) that result in an assessment for chemical dependency, residence hall probation or a more severe consequence, as allowed under FERPA regulations;

- k. ~~Residence Hall~~**University Housing Suspension** – Separation of the student ~~from the residence hall~~occupancy in University Housing for a defined period of time, after which the student is eligible to return. Conditions for readmission may be specified. The student may be denied access to ~~the residence hall~~dining facilities connected to University Housing during the suspension. A permanent conduct record is maintained.
- l. ~~Residence Hall~~**University Housing Expulsion** – Permanent separation of the student from ~~the residence hall~~University Housing. The student shall be permanently denied access to ~~the residence hall~~occupancy in University Housing and access to all University Housing (including dining facilities connected to University Housing). A permanent conduct record is maintained.
- m. **Suspension** – Separation of the student from the University for a defined period of time, after which the student is eligible to return. Conditions for readmission may be specified. While on suspension, the student is denied access to University owned or leased grounds, facilities, equipment, computer networks and vehicles and all University planned, promoted or sponsored activities. In the case where a student is a member of a student organization, the student is prohibited from attending the student organization's activities on or off campus. A "J Hold" (Student Life Hold) is placed on the student's records. A permanent conduct record is maintained.
- n. **Dismissal** – Permanent separation of a student from the University. When dismissed, a student is denied access to University owned or leased grounds, facilities and vehicles and all University planned, promoted or sponsored

Schedule C

activities. In the case where a student is a member of a student organization, the student is prohibited from attending any student organization activity. There is a permanent Student Life (J Hold) hold on the student's records. A notation is made on the student's permanent academic record with removal resulting only from action by the chancellor of the campus. A permanent conduct record is maintained.

- o. **Revocation of Admission and/or Degree** – Admission to or a degree awarded from the University may be revoked for fraud, misrepresentation or other violation of University standards in obtaining admission or the degree or for other serious violations committed by a student prior to graduation.
- p. **Withholding Degree** – The University may withhold awarding a degree otherwise earned until the completion of the process set forth in this student conduct code, including the completion of all consequences assigned, if any.

7.32 More than one of the consequences listed above may be assigned for any single violation.

7.43 Other than dismissal, 7.1n, conduct consequences shall not be made part of the student's permanent academic record, but shall become part of the student's confidential conduct record, which will be maintained in a specified area of the dean of student services' office and shall be subject to the restrictions of the Family Educational Right to Privacy Act (FERPA). Conduct records are maintained in the ~~D~~ean of ~~S~~student ~~S~~services for five (5) years from imposition of the most recent consequence, except in cases where the consequence is ~~residence hall~~University Housing expulsion, suspension and dismissal. ~~Residence hall~~University Housing expulsion and suspension cases will be kept as a permanent conduct record but will not be noted on the academic transcript. Cases of dismissal are permanent and, unlike other conduct records, appear as a notation on the academic transcript. The Conduct Records Policy is in compliance with the state's Records Retention Schedule. All conduct records concerning student organizations are maintained permanently for archival purposes.

7.54 Conduct cases that are incomplete, due to factors such as the student's not responding to conduct charges or not fulfilling an educational consequence remain a conduct record until required actions are completed by the student. Registration for subsequent terms or the conferral of academic degrees may be withheld pending the resolution of allegations

Schedule C

of student misconduct.

~~7.65~~ 7.65 In addition to the consequences set forth in Section 7.1, The following educational consequences may be imposed upon student groups or organizations following a finding of responsibility for a conduct violation:

~~a. — Those consequences listed above in through , as well as and .~~

~~ba.~~ ba. Revocation of University Recognition – Loss of all privileges, including University recognition, for a specified period of time. Conditions for recognition may be imposed.

~~eb.~~ eb. Dismissal – permanent revocation of University recognition.

~~d. — All conduct records concerning student organizations are maintained permanently for archival purposes.~~

~~7.7 — In each case in which a hearing body determines that a student or student organization has violated the Code, the consequences shall be determined and assigned by the Hearing Authority. The coordinator of student life & development will review the consequences set forth by the Hearing Authority and may, at his or her discretion, alter the consequences assigned. The coordinator is not limited to consequences recommended by the members participating in the conduct process. Following the hearing, the Hearing Authority shall advise the accused in writing of their determination and of the consequences enacted, if any. A decision by the dean may be appealed as described in . The dean may also designate the coordinator of student life & development and/or Housing Manager to determine and assign consequences for students who live in the residence halls. In cases involving sexual violence, both the complainant and the respondent will be informed, in writing, of the outcome of the complaint.~~

7.86 **Temporary or Provisional Orders** – In addition to the authority granted in section 2.3 of this Code, the dDean of sStudent sServices and/or the eCoordinator of sStudent lLife & dDevelopment is empowered to impose temporary or provisional orders ex parte to preserve the status quo or to prevent the potential endangerment of persons or property. Such temporary or provisional orders are not intended to replace the University's conduct adjudication process. ~~a hearing before a Hearing Authority. Such an order is intended to~~

Schedule C

~~place parameters on individual behavior in order to avoid the necessity of a conduct hearing and allow the status quo to be maintained.~~ Generally, such orders should be limited to those circumstances where the Dean of sStudent sServices and/or the eCoordinator of sStudent HLife & dDevelopment has good cause to believe that the student or the student's behavior, poses a threat to the status quo of the University community or member(s). A student shall receive a written copy of the order, which specifies the conditions of the order, the duration of the order, the consequence for violation of the order and how the record of the order will be maintained. ~~During a sexual violence or other Title IX investigation, the dean of student services and/or the coordinator of student life & development may issue such interim measures as are appropriate to protect a complainant, such as class or resident hall reassignment, no-contact directives or temporary bans from campus property.~~

7.97 A student receiving a temporary or provisional order may seek relief from the dDean of sStudent sServices. The student shall request relief in writing. Upon review, the dDean can, affirm the order, amend the conditions of the order, or remove the order.

7.108 **Interim Suspension** – In certain circumstances, the dDean of sStudent sServices, may impose a University or ~~residence hall~~University Housing suspension prior to a hearing before a Hearing Authority. The eCoordinator of sStudent HLife & dDevelopment may impose an interim residence hallUniversity Housing suspension prior to a hearing before a hearing authority.

7.119 Interim Suspension may be imposed only:

- a. To ensure the safety and well-being of members of the University community or preservation of University property;
- b. To ensure the student's own physical or emotional safety and well-being;
- c. If the student has violated a provisional order put into effect to ensure the safety and well-being of members of the University community or preservation of University property;
- d. If the student poses a threat of disruption of or interference with, the normal operations of the University.

Schedule C

7.~~12~~10 During the interim suspension, the student shall be denied access to the residence halls and/or to the campus (including classes) and/or computing and networking facilities and resources and/or all other University activities or privileges for which the student might otherwise be eligible, as the dean of student services may determine to be appropriate. The student should be notified in writing of this action and the reasons for the interim suspension. The notice should include the date, time and place of a subsequent hearing at which the student may show cause why ~~his or her~~the student's continued presence on the campus does not constitute a threat or may contest whether a campus policy was violated.

7.~~13~~11 Violations of University drug and alcohol policies are cumulative over the duration of a student's tenure at the University and a schedule of minimum consequences will be assigned. All monetary fines for alcohol and other drug violations go into an alcohol education account that supports classes, assessments and other educational efforts. A schedule of fines will be approved annually by the Board of Governors and available on the University website.

a. Use or Possession of Drug Paraphernalia and/or Marijuana:

- First Violation: Participation in a drug education class; fine; Level Two Probation for a period of one ~~year~~semester; Level One Probation for one ~~year~~semester following Level Two Probation; assessment for chemical dependency and parental notification, as allowed under FERPA regulations.
- Second Violation: ~~Suspension~~Separation from the University for one semester (e.g. suspension, or denial of privileges to re-enroll) and parental notification, as allowed under FERPA regulations.

b. Use or Possession of a Controlled Substance Other Than Marijuana:

- First Violation: Participation in ~~a four hour~~ drug education class~~program~~; fine; ~~residence hall~~University housing suspension; assessment for chemical dependency; Level Two Probation for a period of ~~two~~one years and parental notification, as allowed under FERPA regulations, additional consequences as deemed appropriate by the Dean of Student Services.

Schedule C

- Second Violation: ~~Suspension~~ Separation from the University for one year (e.g. suspension or denial of privileges to re-enroll) and parental notification, as allowed under FERPA regulations.
- c. Possession of a Controlled Substance with Intent to Sell or Distribute:
- First Violation: Dismissal from the University.
- d. Use, Possession or Distribution of Alcohol ~~or Alcohol Paraphernalia~~ :
- First Violation: Fine; online alcohol educational module and 12 reflection papers.
 - Second Violation: Fine; online alcohol educational module, at least fifteen (15) hours of approved community service; University Housing probation for one (1) year/ and/or Level One probation for a period of one (1) semester. Referral to an educational conference, other discretionary consequences and fine. Other discretionary consequences may include 15 hours of community services; residence hall probation for a period of one year (if applicable) and Level One probation for a period of one year. Parental notification, as allowed under FERPA regulations.
 - Third Violation: Parental notification, as allowed under FERPA regulations; ~~residence hall~~ University Housing suspension; assessment for chemical dependency; Level Two Probation for a period of one year and fine.
 - Fourth Violation: ~~Suspension~~ Separation from the University (e.g. suspension or denial of privileges to re-enroll) for one semester. Prior to readmittance, the student will be required to meet with the ~~coordinator of student life & development~~ Dean of Student Services (or designee) to discuss and demonstrate readiness to be ~~at the~~ a member of the University community. The student may be asked to submit documentation of successful substance abuse treatment. Students readmitted after a Fourth Violation will not be eligible for University Housing.

Possession of Alcohol Paraphernalia

- First Violation: Warning and removal of paraphernalia item
- Second Violation: Paper and removal of paraphernalia item
- Third Violation: Parental notification, as allowed under FERPA regulations; University Housing probation; and removal of item
- Fourth Violation: University Housing suspension (e.g. suspension or denial of privileges to re-enroll) for one semester. Prior to re-admittance, the student will be required to meet with the Dean of Student Services (or designee) to discuss and demonstrate readiness to be a member of the university community.

Article VIII

VIII. Appeals

- 8.1 Within five (5) ~~University~~-business days of issuing the outcome letter, the initial decision letter, ~~the complaining student~~ or the respondent may appeal the ~~conduct~~ decision of the Hearing Authority by submitting a ~~written~~ request for appeal to the ~~Dean~~ of ~~S~~student ~~S~~services that is signed by the appealing party, dated and explains the reasons for appeal.
- a. Upon receipt of an appeal request, the ~~d~~Dean of ~~s~~student ~~s~~Services may choose a designee to review the appeal or convene an appeal panel.
 - b. In cases involving complaints of sexual harassment (including sexual violence) under the [Title IX Policy](#), the complain~~ing~~ ~~ant~~ student shall have the same rights to appeal a Hearing Panel's decision ~~appeal rights as~~ the responding student. ~~Appeals shall be in writing, signed and dated by the one appealing the decision and shall be delivered to the dean of student services for review of the appeal request.~~
- 8.2 Except as required to explain the basis of new information, an appeal shall be limited to review of the verbatim record of the initial hearing and supporting documents for one or more of the following purposes:
- a. Procedural Error: To determine whether the original hearing was conducted fairly in light of the charges and information presented and in conformity with

Schedule C

prescribed procedures giving the complainant a reasonable opportunity to prepare and present information that the Code was violated and giving the respondent a reasonable opportunity to prepare and to present a rebuttal of those allegations.

- b. **Unsupported Conclusion:** To determine whether the decision reached regarding the accused student was based upon a preponderance of evidence.
 - c. **Disproportionate Consequence:** To determine whether the consequences assigned were appropriate for the violation(s) of the Code which the student was found to have committed.
 - d. **New Information:** To consider new information, sufficient to alter a decision or other relevant facts not brought out in the original hearing, because such information and/or facts were not known to the person appealing at the time of the original hearing.
- 8.3 In the event the one appealing a decision or ~~an outcome~~ a consequence wishes to review the verbatim record, ~~s/he~~ the student may make application to the ~~d~~ Dean of ~~s~~ Student ~~s~~ Services ~~and/or Hearing Authority~~ to do so. The verbatim record will remain in the possession of the University during the review. Under no circumstances will a copy of the recording be released. The period for appealing the decision of the Hearing Authority will not be extended for purposes of reviewing the verbatim record.
- 8.4 In the event a verbatim recording is not available due to mechanical failure or otherwise, the absence of the verbatim record shall not, in itself, be cause for appeal. In such cases the ~~d~~ Dean of ~~s~~ Student ~~s~~ Services and/or Hearing Authority will provide the hearing ~~authority~~ record, which will ~~;~~ be considered sufficient for review by an appeal authority.
- 8.5 The appeal authority reviewing the appeal may do any of the following:
- a. Remand the matter to the original Hearing Authority for re-opening of the hearing to allow consideration of the original determination and/or consequence(s).~~;~~
 - b. Affirm the finding of responsibility or no responsibility.~~;~~
 - c. Reverse the finding of responsibility or no responsibility.~~;~~

Schedule C

- d. Modify the consequences that have been assigned.;
- e. Deny the appeal because it does not fall within the parameters of or comply with the requirements set forth in this Code. ~~or~~

~~f. If a finding of responsibility or no responsibility is reversed on appeal or if an appeal is dismissed, the matter shall be considered resolved and the decision by the person deciding the appeal shall be considered final and binding upon all involved unless the chancellor of the campus decides to review the decision.~~

8.6 In cases where the consequence is either ~~s~~Suspension or ~~d~~Dismissal, a student may request the eChancellor of the West Plains campus review the decision of the Appellate Authority by submitting a written request for review no later than five (5) business days following the Appellate Authority's decision. The Chancellor may at the Chancellor's may, at his/her discretion, review the decision of ~~anthe a~~Appellate ~~a~~Authority and has the full range of responses outlined in 8.5.

8.7 In all cases where the consequences are less than Suspension or Dismissal, the student's right to appeal ends at the Appellate Authority, and no appeal to the Chancellor will be accepted.

Article IX

IX. Interpretation & Revision

- 9.1 Any question of interpretation regarding the Code shall be referred to the ~~d~~Dean of ~~s~~Student ~~s~~Services for final determination, subject to appeal to the ~~e~~Chancellor.
- 9.2 The Code should be reviewed periodically under the direction of the ~~d~~Dean of ~~s~~Student ~~s~~Services. In all cases, review of this document should be done by bodies which include students appointed by the Student Government Association.
- 9.3 Changes in the Code which are editorial in nature and do not affect the fundamental nature of the document or are required to insure the code is consistent with state or federal law, can be made by the ~~d~~Dean of ~~s~~Student ~~s~~Services and become effective upon

Schedule C

approval by the eChancellor of the campus.

- 9.4 Substantive changes recommended for the Code as a result of the review process shall be submitted to the Board of Governors for approval and adoption.

Article X

X. Definition of Terms

- 10.1 For purposes of "Academic Dishonesty": Any one of the following acts constitutes academic dishonesty:
- a. Cheating: The term "cheating" refers to using or attempting to use unauthorized materials, information or study aids in any academic exercise.
 - b. Fabrication: The term "fabrication" refers to unauthorized falsification or invention of any information (including research data) or any citation in any academic exercise.
 - c. Facilitating academic dishonesty: Assisting or attempting to assist another to violate any provision of the Academic Integrity Policy, whether or not that action is associated with any particular course, is considered academic dishonesty.
 - d. Plagiarism: The term "plagiarism" includes, but is not limited to, the use, by paraphrase or direct quotation, of the published or unpublished work or sections of a work of another person without full and clear acknowledgement. It also includes the unacknowledged use of materials prepared by another person or agency engaged in the selling of term papers or other academic materials, including material taken from or ordered through the Internet.
- 10.2 The term "Appeal Authority" or "Appellate Authority" means any person or persons authorized by the Dean of Student Services to consider an appeal from a Hearing Authority's determination that a student has violated the Code or from the consequences assigned by the Dean of Student services and/or Hearing Authority.

Schedule C

10.3 The term "Business Day" means any day in which University offices are open, regardless as to whether classes are in session.

10.34 The term "Code" refers to the Code of Student Rights and Responsibilities.

10.45 The term "Complainant" refers to any member of the University community who files a complaint for charges against a student or student organization.

10.56 For the definition of "Consent" and other terms related to sexual violence, as well as further explanation of University policy, see [Title IX Policy on Sexual Assault, Stalking and Other Forms of Sexual Misconduct](#).

10.7 The term "consequence" or "educational consequence" refers to the outcomes or terms that a student must fulfill in the event they are found responsible for policy and/or code violations.

10.8 The "Dean of Student Services" is that person designated by the University to be responsible for the administration of the Code.

10.89 The term "explosive weapons" means any explosive, incendiary or poison gas bomb or similar device designated or adapted for the purpose of inflicting death, serious physical injury or substantial property damage or any device designed or adapted for delivering or shooting such a weapon.

10.910 The term "faculty member" means any person hired by the University to conduct classroom or other learning/teaching activities.

10.101 The term "firearms" means any weapon that is designed or adapted to expel a projectile by the action of an explosive.

10.112 The term "Hearing Authority" means any person or persons authorized to determine whether a student has violated the Code and to recommend educational consequences. The list of conduct bodies includes, but is not limited to, the chancellor of the campus, the dean of student services, the coordinator of student life & development and such other bodies as may from time to time be created under the authority of this document.

Schedule C

- 10.123 The terms "may" and "should" are used in the permissive sense.
- 10.134 The term "member of the University community" includes any person who is a student, faculty member, University official or any other person employed by the University. A person's status in a particular situation shall be determined by the dean of student services.
- 10.145 The terms "must" and "shall" are used in the imperative sense.
- 10.156 The term "no-contact directive" refers to a directive that is issued by University administrators which prohibits both direct and indirect contact (e.g., in-person contact, telephone calls, email, text messages, etc.) between students or other members of the campus community, when there exists a reasonable concern that physical or psychological harm may result from such contact.
- 10.167 The term "organization" means any number of persons who have complied with the formal requirements for University recognition/registration.
- 10.178 The term "other weapons" is to include, but not be limited to, a blackjack, switchblade knife, other than an ordinary pocketknife with no blade more than ~~four~~ two inches in length, brass knuckles and projectile weapon such as a bow, crossbow, pellet gun, ~~or~~ slingshot or any other weapon as defined by Missouri law.
- 10.198 The term "paraphernalia" includes any object that i) contains the residue of alcohol or of an illegal drug, ii) is manufactured or sold for the consumption of alcoholic beverages or an illegal drug, or iii) is designed for the rapid consumption of alcohol. ~~and any object that is used in the consumption or distribution of an illegal drug.~~ Examples of paraphernalia under this definition ~~the former~~ include, but are not limited to, a marijuana pipe or bong, blow tube, a beer bong and empty ~~alcoholic containers~~ beer cans, liquor bottles, or empty case of beer. ~~An example of the latter is a scale used in measuring quantities of an illegal drug.~~
- ~~10.19 The term "policy" is defined as the written regulations of the University as found in, but not limited to, the "Code of Student Rights and Responsibilities," the Missouri State University West Plains webpages, the "Guide to University Living," "Course Catalogs"~~

Schedule C

~~and "Policy Library."~~

- 10.20 The term "Rrrespondent" refers to any student or student organization of the University community ~~that who is alleged to have violated the Code or who~~ is charged with violation of the eCode.
- 10.21 For purposes of the Code the term "student" includes all persons who have been notified of their acceptance for admission. ~~This student Code applies to all students at Missouri State University West Plains. A student is further defined as "an individual with respect to, and for~~ whom the University maintains education records or personally identifiable information and who is or who has been in attendance at the University."
- 10.22 The term "University" means Missouri State University-West Plains.
- 10.23 The term "University premises" includes all land, buildings, facilities and other property in the possession of or owned, used or controlled by the University.
- 10.24 The term "University official" includes any person employed by the University performing assigned administrative or professional responsibilities. This term specifically includes residence hall personnel such as Resident Assistants, Assistant Residence Life Manager, Residence Life Manager, and Residence Life Operations Assistant.

~~LAST DATE~~ Approved by Missouri State University West Plains Administrative Council—
August 2 2016

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Missouri State University-West Plains Code of Student Rights and Responsibilities

Article I

XI. Student Rights

- 1.1 The following enumeration of rights shall not be construed to deny or disparage other rights not in conflict with this Code of Student Rights and retained by students in their capacity as members of the University community or as citizens of the State or of the United States. This Code shall not be construed in any manner which might run counter to a reasonable construction of the Charter and Bylaws of the University and the direction of the Board of Governors, nor of the Constitution and Bylaws of the Faculty, nor of the Constitution of the Student Government Association; nor shall it be construed, interpreted or applied in any manner which would seem detrimental to the privileges, purposes, aims and goals of Missouri State University-West Plains as a public institution of higher learning.
- 1.2 Federal and State constitutional guarantees of free inquiry, expression and assembly are specifically restated as guarantees on this campus.
- 1.3 Students are free to pursue their educational goals and to have appropriate opportunities for learning in the classroom and on the campus as shall be provided by the University.
- 1.4 No conduct consequences may be imposed upon any student without following minimal procedural due process, as described in [Article VI](#) of this Code.
- 1.5 Within the limits of its facilities, the University shall be open to all applicants who are qualified according to the admission requirements, which may be adopted and established from time to time. The University does not discriminate on the basis of race, color, national origin (including ancestry), religion, sex (including marital status, family status, pregnancy, sexual orientation, gender identity or gender expression), age, disability, veteran status, genetic information or any other basis protected by applicable law in employment or in any program or activity offered or sponsored by the University.

Schedule C

Prohibited sex discrimination encompasses sexual harassment, which includes sexual violence. See [Title IX Policy on Sexual Assault, Stalking and Other Forms of Sexual Misconduct \(Title IX Policy\)](#).

- 1.6 Discussion and expression of all views relevant to the subject matter are permitted in the classroom subject only to the responsibility of the instructor to maintain order and a climate conducive to learning, within the stated goals and purposes of the University.
- 1.7 All students shall have the right to be protected from prejudiced academic evaluations unrelated to academic performance based on the student's views, opinions, political associations, organizational memberships or the instructor's biases based on the character of the student. Furthermore, all students shall have the right to appeal a grade to the instructor, the department head, the division chair, the dean of academic affairs and the Academic Concerns Committee. All grade remedies under other existing policies shall be protected under this Code.
- 1.8 Discussion and expression consistent with the laws of the State and the United States and in the manner, time and place prescribed by University policy, are permitted within the institution. Support of any cause by orderly means is permitted, subject to the paramount rights of the University, the safety and rights of individuals, the protection of property and the continuity of the educational process.
- 1.9 The University encourages expression of informative and differing viewpoints on issues and supports the presence on the campus of responsible persons representing various views. The University reserves the right to specify the conditions of time, place and manner of speakers through the University's [Expressive Activity Policy](#).
- 1.10 Organizations and groups may be established within the University for any lawful purpose. Affiliation with an extramural organization shall not, in itself, qualify or disqualify the University branch or chapter from institutional privileges. A group shall become an organization when formally recognized by the University according to the procedures and regulations established by the office of student life & development. No group may be so recognized or continue to be recognized if its purposes or programs are in conflict with this Code of Student Rights or with the laws of the State or of the United States.

Schedule C

- 1.11 A student group or organization may distribute written material on campus without prior approval provided that such distribution is consistent with the policies of the University, including the University's Advertising, Distribution and Solicitation Policy, and Facility Usage Procedures and the applicable laws of the State and of the United States and provided that it does not disrupt the operation of the University.
- 1.12 The student press is to be free of censorship. The editors and managers shall not arbitrarily be suspended because of student, faculty, administration, alumni or community disapproval of editorial policy or content.
- 1.13 All students shall have the right to be represented in the Student Senate of the Student Government Association and they further shall have all rights that constituents in democratic societies have including, but not limited to, the right of petition and recall of their representatives.
- 1.14 Students have limited rights of privacy while on University premises, which extend to living quarters in residence halls. The following activities shall not be considered to impinge upon such rights of privacy: the entry of a room to provide maintenance inspections or repair services; entry when there is reasonable cause to believe that a health or safety issue exists; entry when there is reasonable evidence of a disruption of peace that substantially interrupts the daily operations of the residence hall and/or floor community; entry of a room when a student permanently vacates the room; entry of a room when a student vacates a room for a break period; the search of student rooms by civil authorities in accordance with local, state or federal laws; the removal of substances or property in violation of University policy or law during a routine health or safety inspection; the removal of substances or property in violation of University policy or law when in plain view and the removal of substances or property in violation of University policy or law during a situation when a University Official, in the course of the Official's duties, believes an emergency situation exists which poses threat of harm to a member of the campus community or to University property. Students should not expect these limited rights of privacy to extend to computer accounts and electronic mail. The University reserves the right to access student files and accounts as a part of normal routine tasks and for the purposes of investigating alleged wrongdoing.
- 1.15 All students shall have the right to have their academic and conduct records protected

Schedule C

from unauthorized access by any person without the written consent of the student involved, except under compulsion by a University hearing panel or court of law, the University Board of Governors or as otherwise allowed by state and federal law.

- 1.16 All students shall have the right to access, according to published University regulations and/or procedures, all University structures where student fees or fines directly contribute to the upkeep of said buildings, except private offices and other areas where student access could compromise privacy. These buildings shall include, but are not limited to, Putnam Student Center, Garnett Library and the Student Recreation Center/Community Shelter.
- 1.17 All students shall have the right to be secure from having these rights infringed upon by University administrators, faculty, support staff or fellow students.
- 1.18 All students have a right to be offered reasonable protection from retaliation, intimidation, and/or harassment. Students who believe they have experienced retaliation, intimidation and/or harassment are encouraged to seek assistance from one of a number of campus resources. The Office of the Dean of Student Services, Office of Student Life and Development, liaison to the Title IX Office, and liaison to the Office of Institutional Equity and Compliance all have staff and resources available to assist students who believe they may be the victim of retaliation, intimidation, and/or harassment. Students can find assistance on filing complaint charges or campus resources at <https://www.missouristate.edu/equity/10537.htm>
- 1.19 The University Community is a community of people with respect for diversity. The University emphasizes the dignity and equality common to all persons and adheres to a strict non-discrimination policy regarding the treatment of individual faculty, staff, and students. In accord with federal law and applicable Missouri statutes, the University does not discriminate on the basis of race, color, national origin (including ancestry, or any other subcategory of national origin recognized by applicable law), religion, sex (including marital status, family status, pregnancy, sexual orientation, gender identity, gender expression, or any other subcategory of sex recognized by applicable law), age, disability, veteran status, genetic information, or any other basis protected by applicable law in employment or in any program or activity offered or sponsored by the University. Sex discrimination encompasses sexual harassment, which includes sexual violence, and

Schedule C

is strictly prohibited by Title IX of the Education Amendments of 1972.

Article II

XII. Responsibilities

Missouri State University-West Plains has a single purpose: to develop educated persons. It is thus committed to the search for knowledge. It recognizes that human curiosity explores unknown intellectual worlds as well as unknown physical worlds. In a world where knowledge can become outdated in less than a decade, the University is committed to the discovery and dissemination of knowledge that serves the future.

Educated persons are developed through the interaction of competent, caring faculty and capable, motivated students, supported by dedicated professional staff. It is assumed that the three components of the University, faculty, students and staff, come together as a community in pursuit of the single purpose of the University. In joining this community, students voluntarily assume certain responsibilities that are necessary for promoting the welfare of the community. Although no definitive list of responsibilities can ever truly be developed, the following represent the main responsibilities students assume by becoming members of the University community.

- 2.1 Academic integrity and honesty are the foundation of the University community. Students are expected to practice academic integrity in all assigned work. Students are expected to be honest in all interactions with other students, faculty and staff.
- 2.2 The University has the inherent right to promulgate appropriate rules and regulations for the orderly conduct of University business and the protection of the health and safety of the University community. Students are expected to comply with all published and stated rules and regulations.
- 2.3 Members of the faculty and staff have the authority to properly direct student conduct in concert with the authority stated above. Students are expected to comply with directives of University officials who are acting in performance of their duties. Students must comply with directives even when they disagree with the directives. A student retains the right to appeal an issued directive through the administrative structure that exists for the

Schedule C

faculty or staff member who issued the directive, through established policies.

- 2.4 The search for knowledge can only take place within an atmosphere of open exchange. Open exchange can only take place in an environment of respect and civility. The University has an economically, culturally and ethnically diverse population. Students are encouraged to respect differences of culture, lifestyles and religions as well as to respect freedom of expression. Additionally, students are encouraged to behave in a manner that is both respectful and civil.
- 2.5 The campus and its grounds, facilities and equipment are provided largely by the people of the State of Missouri for the students of the University. Students are expected to protect and guard these resources.
- 2.6 Individual compliance with University rules and regulations can only partially ensure a safe and orderly environment. Being a responsible member of the community also implies encouraging behaviors in others that are consistent with these rights and responsibilities, discouraging behaviors that are inconsistent and taking positive action in the face of violations. Minimally, students are expected to participate in the process of adjudicating violations of University expectations, rules and/or regulations. This implies that students will report violations for which they have knowledge and participate in the conduct process as necessary.
- 2.7 Good Citizen Policy. The welfare of our students is of the highest importance to Missouri State University-West Plains. There will be times when individual students, both on and off campus, may be in critical need of assistance from medical or other professional personnel. Missouri State University-West Plains hopes that these students will seek help and other students will respond to obtain the help that their fellow student needs. To that end, Missouri State University-West Plains intends to minimize any hesitation that students might have in obtaining help due to concern that their own behavior might be a violation of University policy.

The University pursues a policy of limited immunity for students who offer help to others in need. While policy violations cannot be overlooked, the Dean of Student Services office will consider the positive impact of reporting an incident on the welfare of students when determining the appropriate response for policy violations by the reporter of the

Schedule C

incident. Any possible negative consequences for the reporter of the problem should be weighed against the possible negative consequences for the student who needs intervention. At a minimum, Missouri State University-West Plains suggests that a student anonymously report any situation that would put the student in need in touch with professional help. To report an incident, contact the Dean of Student Services, Lybyer Technology Center, Room 207 (417) 255-7255. An incident report form may also be reported through the Student Life or Student Services page of the University website (https://cm.maxient.com/reportingform.php?MissouriStateUniv&layout_id=15)

- 2.8 Attending classes becomes a responsibility of students when they are admitted to the University and for as long as they are in good standing. Students are expected to attend class in accordance with the rights and responsibilities afforded them by the University's [Attendance Policy](#). Attendance is reported regularly and failure to attend classes regularly could have consequences which impacts financial aid eligibility.
- 2.9 The primary interaction between faculty and students, which produces educated persons, is in the classroom in the individual course setting. Requirements of participation in classroom discussion and submission of written exercises are consistent with this document.
- 2.10 Pursuant to the University's [Class Disruption policy](#), the course instructor has original jurisdiction over the class and may deny a student, who is unduly disruptive, the right to attend the class. Students are expected to master the course content in compliance with the syllabus of the course instructor. The student is expected to comply with all reasonable directives of the course instructor. The course instructor may have a student administratively withdrawn from a course upon showing good cause and with the concurrence of the department head. A student may appeal the instructor's decision to the division chair and the Dean of Academic Affairs.
- 2.11 Pursuant to the University's Non-Discrimination Policy Statement, students will be free from, and are expected not to, discriminate on the basis of race, color, national origin (including ancestry or any other subcategory of nation origin recognized by applicable law), religion, sex (including marital status, family status, pregnancy, sexual orientation, gender identity, gender expression, or any other subcategory of sex recognized by applicable law), age, disability, veteran status, genetic information, or any other basis

Schedule C

protected by applicable law in connection with their activities as members of the University community.

- 2.12 Students will be held responsible for the behavioral acts of their guests when such acts are in violation of the Code and occur on University premises or in conjunction with University-sponsored or supervised activities.

Article III

XIII. Authority and Jurisdiction

- 3.1 The State of Missouri has delegated, by statute, authority for the governance of Missouri State University-West Plains to the Board of Governors. This includes "full power and authority to adopt all needful rules and regulations for the guidance and supervision of the conduct of all students while enrolled as such" and the authority to enforce obedience to those rules and regulations. It also has the power to delegate student conduct authority.
- 3.2 Generally, jurisdiction and the conduct process will be limited to behavior that occurs on University premises or at University-sponsored activities. Jurisdiction and the conduct process will apply to the conduct of students, student groups and student organizations that occurs off campus when such conduct adversely affects a member of the University community and/or the behavior reflects a clear disregard for the rights and responsibilities found herein.
- 3.3 Each student will be responsible to comply with this Code from the time of application for admission through the actual awarding of a degree as well as during the academic year and during periods between terms of actual enrollment (even if their conduct is not discovered until after a degree is awarded). The Code shall apply to a student's conduct even though the conduct violation may have occurred before classes begin or after classes end. The Dean of Student Services may choose to pursue conduct charges even if the student withdraws from school while a conduct matter is pending.

Article IV

XIV. Proscribed Conduct

Any student found by the University to have committed any of the following misconduct is subject to the consequences outlined in [Article VII](#). The authority to determine if a specific act is subject to consequences shall be determined pursuant to the procedures set forth in this Code.

- 4.1 Non-Academic Acts of Dishonesty: Non-Academic Acts of Dishonesty are acts of dishonesty not related to a student's academic performance. Non-Academic Acts of Dishonesty may include, but are not limited to, the following:
- a. Furnishing false information to any University official, faculty member or office, or the use or possession of any form of false identification
 - b. Forgery, alteration or misuse of any University document, record or instrument of identification;
 - c. Tampering with the election of any student organization.

Acts of dishonesty that are related to a student's academic performance, and any incident of alleged academic dishonesty committed by any student at Missouri State University-West Plains outside of the context of enrollment in any particular course, are not governed by this Code but are instead governed by the Student Academic Integrity Policies and Procedures. This document is available in the Office of Academic Affairs office, or at <https://wp.missouristate.edu/catalog/policy-academic-integrity.htm>

- 4.2 Disruption or obstruction of teaching, research, administration, conduct proceedings, other University activities, including its public-service functions on or off campus or University-sponsored or supervised activities.
- 4.3 Discriminatory Harassment, which is unwelcome discriminatory conduct directed toward another person or an identifiable group of persons on the basis of race, color, national origin (including ancestry, or any other subcategory of national origin recognized by applicable law), religion, sex (including marital status, family status, pregnancy, sexual orientation, gender identity, gender expression, or any other subcategory of sex recognized by applicable law), age, disability, veteran status, genetic information or any other basis protected by applicable law, which is so severe, pervasive, and objectionably

Schedule C

offensive and that so undermines and detracts from the person or identifiable group's education experience that the student(s) are effectively denied equal access to the University's resources and opportunities. See [Non-Discrimination Policy Statement](#). For additional information regarding sex discrimination (encompassing sexual harassment, see Section 4.19)

- 4.4 Attempted or actual theft of and/or damage to property of the University or property of a member of the University community or other personal or public property.
- 4.5 Hazing, an act that endangers the mental or physical health or safety of a student or which destroys or removes public or private property, for the purpose of initiation or admission into, affiliation with, or as a condition of continued membership in a group or organization. The express or implied consent of the student will not be a defense to a violation of hazing. The willing participation or acquiescence of the student to the hazing activity is no defense and is still a violation of this policy.
- 4.6 Failure to comply with directives of University officials or law enforcement officers acting in performance of their duties (including, without limitation, failure to comply with a no-contact directive) and/or failure to identify oneself to these persons when requested to do so.
- 4.7 Unauthorized possession, duplication or use of keys to any University premises or unauthorized entry to or use of University premises that have restricted access.
- 4.8 Violation of University policies, rules or regulations including, but not limited to: "The Course Catalog", "The Guide to Residence Hall Living", and the University Policy Library available at <https://wp.missouristate.edu/policies/>.
- 4.9 Violation of federal, state or local laws and ordinances on University premises or at University-sponsored or -supervised activities. Violations of federal, state, or local laws and ordinances that occur off campus when the conduct adversely affects a member of the University Community or the behavior reflects a clear disregard for this Code, State law, or Federal law.
- 4.10 Use, possession or distribution of narcotics or other controlled substances or related

Schedule C

paraphernalia, except as expressly permitted by law. Including the use of prescription medications without proper prescription or used counter to the directions of a valid prescription. Additionally, the misuse of any products for the purposes of a similar effect as illegal drugs. Recommended minimum consequences for a violation of Section 4.10 are outlined in [section 7.13](#).

- 4.11 Use, possession or distribution of alcoholic beverages or alcohol paraphernalia (as defined in this Code) except as expressly permitted by the law and University regulations or public intoxication on University premises. Recommended minimum consequences for violations of the alcohol policy are outlined in [section 7.13](#).
- 4.12 Possession and/or use of firearms, fireworks, explosive weapons and other weapons, as defined by University policy and Missouri law, on University premises.
- 4.13 Tampering with fire alarms, extinguishers and/or other safety equipment.
- 4.14 Participation in a campus demonstration which disrupts the normal operations of the University and infringes on the rights of the University community; leading or inciting others to disrupt scheduled and/or normal activities within any campus building or area; intentional obstruction which unreasonably interferes with freedom of movement, either pedestrian or vehicular, on University premises or at a University sponsored or sanctioned event.
- 4.15 Obstruction of the free flow of pedestrian or vehicular traffic on University premises or at University-sponsored or -supervised functions.
- 4.16 Unauthorized Surveillance: making unauthorized video or photographic images of a person in a location in which that person has a reasonable expectation of privacy, including, but not limited to, shower/locker rooms, residence hall rooms and restrooms. Also prohibited is the intentional or knowingly viewing, storing, sharing and/or other distribution of such unauthorized images by any means.
- 4.17 Unauthorized distribution of sexually explicit images, sharing, displaying or otherwise distributing nude or sexually explicit images of another individual without that individual's consent, even if the image was lawfully made or taken with consent. The

Schedule C

knowing or intentionally viewing of an image by a third-party when the third party knows or has reason to know that the subject of the image has not consented to such viewing or distribution is likewise a violation of this section.

4.18 Abuse of computing resources, including but not limited to:

- a. Sharing a University account password with others, allowing anyone else to use your account or use someone else's account;
- b. Copying, sharing, uploading, downloading, sending or knowingly receive copyrighted or trade/service marked materials without authorization;
- c. Fraudulently accessing and interfering with computer systems, resources, data or other users;
- d. Examining, altering or attempting to examine or alter another computer user's private files or electronic communications without authorization;
- e. Using or altering electronic communications to hide identity or impersonate another party;
- f. Disrupting, attempting to disrupt or supporting the disruption of University or external information technology services, systems or users;
- g. Violating Missouri State University's "Information Technology Policies" (can be found at http://www.missouristate.edu/policy/Ch12_ComputerPolicies.htm).

4.19 Physical Misconduct, including but not limited to:

- a. inflicting bodily harm or unwanted physical contact upon any person;
- b. taking any action for the purpose of inflicting harm upon any person.

4.20 Sexual discrimination, (including but not limited to sexual violence, sexual harassment, sexual assault), domestic violence, dating violence and/or stalking.

Missouri State University-West Plains is committed to creating and maintaining an environment that is safe and free from sexual violence and sexual harassment, including

Schedule C

sexual assault and stalking. **The University will take reasonable action to eliminate harassment, prevent its recurrence and address its effects.** This policy also prohibits retaliation against an individual who has brought forward a complaint of sexual harassment and/or taken part in a conduct process as a result of a sexual harassment complaint. For definitions and further explanation of University policy, see [Title IX Policy on Sexual Assault, Stalking and Other Forms of Sexual Misconduct](#).

The recommended minimum consequence for a violation of Section 4.20 is Level Two probation for one (1) year. In addition, other consequences may be enacted, as needed (e.g., moving from one residence hall to another or a required change of academic schedule). Nothing in this section shall limit the University from imposing any consequences permitted by the Code.

- 4.21 Abuse of the Conduct System, including but not limited to:
- a. Failure to obey the directives of a Conduct Officer or University official;
 - b. Falsification, distortion or misrepresentation of information before a Conduct Officer, University official and/or Hearing Panel;
 - c. Disruption or interference with the orderly conduct of a conduct proceeding;
 - d. Institution of a conduct proceeding knowingly without cause;
 - e. Attempting to discourage an individual's proper participation in or use of, the conduct system;
 - f. Attempting to influence the impartiality of any member of a conduct proceeding prior to, during and/or after a conduct meeting and/or hearing;
 - g. Retaliation against any person participating in the conduct process;
 - h. Failure to comply with consequences imposed following a conduct proceeding.
 - i. Influencing or attempting to influence another person to commit an abuse of the conduct system.

Schedule C

- 4.22 Violations of Missouri State University-West Plains' Tobacco Use Policy. This policy can be found online at <https://wp.missouristate.edu/PhysicalPlant/Tobacco.htm>.
- 4.23 Assisting or encouraging, through act or omission, any person or group with committing or attempting to commit a violation of this Code or Federal/State laws and regulations. Failure to leave or report a situation where any person is committing or attempting to commit a violation of this Code.

Article V

XV. Violation of Law and University Conduct

- 5.1 University conduct proceedings may be instituted against a student charged with conduct that potentially is a violation of both criminal law and this Code. Proceedings under this Code may be carried out prior to, simultaneously with or following civil or criminal proceeding off-campus at the discretion of the Dean of Student Services or a designee. Determinations made or consequences imposed under this Code shall not be subject to change because criminal charges were dismissed, reduced or resolved in favor of or against the criminal law defendant. In cases involving potential criminal conduct the Dean of Student Services, in conjunction with other appropriate University officials, will determine whether law enforcement shall be notified.
- 5.2 When a student is charged by federal, state or local authorities with a violation of law, the University will not request or agree to special consideration for that individual because of his or her status as a student. If the alleged offense is also the subject of a proceeding before a conduct body under the Code, however, the University may advise off-campus authorities of the existence of the Code and of how such matters will be handled internally within the University community. The University will cooperate fully with law enforcement and other agencies in the enforcement of criminal law on campus and in the conditions imposed by criminal courts for the rehabilitation of student violators. Individual students, staff members and faculty members, acting in their personal capacities, remain free to interact with governmental representatives, as they deem appropriate.

Article VI

XVI. Conduct Adjudication Process

The development of self-discipline is a goal of education, and the conduct process is intended to be educational in nature. The conduct adjudication process described herein is designed to further the educational process; therefore, it is not comparable to, or a substitute for, jurisprudence under a criminal code. Therefore, formal rules of process, procedure, and/or technical rules of evidence, such as are applied in criminal or civil court, are not used in the student conduct adjudication process. The conduct adjudication process outlined below is designed to balance the rights and responsibilities of the student accused of wrongdoing with the rights of the University community, including but not limited to, the complaining student, other students, faculty, staff, and the public.

6.1 Any member of the University community may file a complaint against any student or student organization for alleged violations of this Code. The complaint may be prepared in writing or notice may be given in another manner and directed to the Dean of Student Services, who has been given responsibility for the administration of the University conduct system. Any complaint should be submitted as soon as is reasonably possible after the event takes place, but in any case, no longer than twelve (12) months from the date the person knew or should have known of the alleged violation. In most cases, students will not undergo more than one conduct process within the University for the same incident.

6.2 Violations of Code Policies (other than violations of G1.31): After receiving an incident report or other indication of Code violations, the Dean of Student Services, or their designee, may proceed as follows:

- a. Conducts an investigation of the allegations, or other validation of the allegations received.
- b. If appropriate, sends a charge letter indicating:
 - The sections of the Code or other University policies allegedly violated
 - Date, time, and place the alleged violation occurred (if available)
 - A concise summary of the alleged violation
 - A list of witnesses (to be supplemented later if necessary)

A date, time, and location for the respondent to meet with the Dean of Student Services. The respondent's class schedule shall be consulted; the respondent may request an alternative date and time to meet within the deadline listed in the charge letter. The

Schedule C

decision to alter the meeting time and date is at the discretion of the Dean of Student Services.

- 6.3 Alleged Violations of G1.31 Title IX Policy/Code Section 4.20: If the complaint is an alleged violation of the Title IX Policy, the Dean of Student Services will forward the complaint to the Title IX office for review and investigation subject to the Title IX policy. After completing an investigation, the Title IX office will prepare an investigative report summarizing the investigation and the finding from the investigative report. After receiving the investigative report from the Title IX office, the Dean of Student Services will proceed as follows:
- a. Prepare and send correspondence to the individual identified as the respondent in the Title IX Investigative Report scheduling a Conduct Meeting where the Dean of Student Services will discuss the situation described in the investigative report, the proposed charges against the respondent, the consequences proposed by the Dean of Student Services and the respondent's position on responsibility.
 - b. The respondent will be given the opportunity to review the investigative report, the charges of Code violation and given a summary of information to be presented as to allow preparation of refutation. The respondent will be given the opportunity to review any materials from the investigation report including but not limited to: audio recordings, investigative report and exhibits;
 - c. Answer questions and provide any necessary clarification of the Code and/or its procedures;
 - d. Discuss the respondent's level of responsibility in the conduct situation. The respondent may give additional information, present additional pertinent documents or records pertaining to the incident and present additional witnesses which were not provided during the investigative phase
- 6.4 Following receipt of the complaint, and in the discretion of the Dean of Student Services, the respondent will have a Conduct Meeting with the Dean of Student Services by the deadline assigned in the correspondence from the Dean of Student Services. At this Conduct Meeting, the following matters may be discussed:
- a. The Dean of Student Services will review the charges and give a summary of the

Schedule C

information to be presented;

- b. The Dean of Student Services will answer any questions and provide any requested clarification of the Code and/or its procedures;
- c. The respondent may respond to the charges and provide any information the respondent believes to be relevant in determining responsibility. The respondent shall have an opportunity to present information, ask questions, present records or documentation pertaining to the incident, present witnesses and provide explanations to the Dean of Student Services.
- d. The Dean of Student Services and the respondent will discuss the respondent's level of responsibility relating to the allegations and attempt to reach an agreement regarding responsibility (or lack of responsibility) and consequences as necessary. If an agreement is reached, a Case Resolution Form (CRF) will be completed by the Dean of Student Services.
- e. If a respondent fails to attend their scheduled conduct meeting, the Dean of Student Services may, at their discretion, conduct the meeting in the respondent's absence and render a finding of responsibility or no responsibility. In these cases the Dean of Student Services will complete a CRF and send a findings letter to the respondent; the respondent is responsible for fulfilling or upholding the consequences listed within the letter. The respondent may appeal the conduct decision but must follow the appeals processes outlined in Article VIII of this document.
- f. In matters concerning hearings, the Dean of Student Services will assist both the respondent accused of violating policies and the member of the University community who is filing charges for the purposes of facilitating and understanding the hearing process.
- g. The Dean of Student Services' determination will be made by a preponderance of evidence, on the basis of whether it is more likely than not that the respondent violated the Code of Student Rights and Responsibilities.
- h. In consideration of the limited role of advisors and of the compelling interest of the University to expeditiously resolve allegations of violations of the Code, the

Schedule C

work of the Dean of Student Services will not, as a general practice, be delayed due to the unavailability of an advisor. The responding student is responsible for presenting his or her own information and, therefore, advisors are not permitted to speak or to participate directly in any hearing.

- 6.6 Where appropriate, following a Conduct Meeting, the parties may have a right to a hearing as set forth below:
- a. In cases where the Dean of Student Services and the respondent are unable to come to an agreement on responsibility and/or consequence, or the respondent fails to appear for the Conduct Meeting, and the Dean of Student Services' chosen consequence does not include any separation between the student and the University (e.g. 7.1h, 7.1k, 7.1l, 7.1m, 7.1n, 7.1o, or 7.1p) then the finding of the Dean of Student Services will be applicable, unless the respondent submits an appeal pursuant to Section VIII below.
 - b. In cases where the Dean of Student Services and the respondent are unable to come to an agreement on responsibility and/or consequences, and the Dean of Student Services' chosen consequence includes a sanction separating the student from the University (e.g. 7.1h, 7.1k, 7.1l, 7.1m, 7.1n, 7.1o, or 7.1p), the respondent shall have the right to request a hearing in front of a Hearing authority.
 - c. In cases where the respondent fails to appear for the conduct meeting and the recommended consequences includes separation between the student and the University (e.g. 7.1h, 7.1k, 7.1l, 7.1m, 7.1n, 7.1o, or 7.1p), the Dean of Student Services will designate an entry of "not responsible" and set up a hearing with a Hearing Panel as the Hearing Authority.
- 6.7 Any hearing conducted pursuant to the Code shall be conducted in order to provide a fair opportunity for hearing of every participant's position, explanations and information according to the following guidelines:
- a. Hearings will be conducted in private. Only individuals serving a defined purpose will be allowed to participate (e.g. complaining and responding students, identified witnesses, advisors to participants, emotional support individuals), and

Schedule C

only to the extent necessary for that defined role (i.e. emotional support individuals may sit in close proximity to a witness while being questioned, but then must leave for all other aspects of the Hearing.

- b. The parties to a hearing must each inform the Dean of Student Services of witnesses who they intend to have provide information at the hearing at least five (5) business days in advance of the hearing. The Hearing Authority may determine that there are other relevant persons who know information about the situation and invite them to participate in the hearing to share their information.
- c. The Hearing Authority may cause to be removed from the hearing any person who disrupts or impedes the hearing or who fails to adhere to the rulings of the Hearing Authority.
- d. Unless prior arrangements have been approved by the Hearing Authority, the complaining party should appear as part of the Dean of Student Services presentation of charge(s) before the Hearing Authority. If the complainant alleges violation under the [Title IX Policy](#), a complainant's presence at a hearing is not a prerequisite to proceeding with the hearing.
- e. If the respondent has been properly notified of the hearing, but fails to appear, the hearing may take place in the respondent's absence and the findings and consequences will be binding on the respondent, subject to the respondent's right to appeal pursuant to Section VIII.
- f. In hearings involving more than one accused student, the Dean of Student Services, at their discretion, may decide to separately conduct the hearings concerning each student.
- g. Both parties to a hearing have the right to be assisted by an advisor of their choosing at their own expense. A party is only allowed one (1) advisor, unless otherwise approved by the Hearing Authority. The party's advisor may be an attorney. Participants are each responsible for presenting their own information and, therefore, advisors are not permitted to speak or to participate directly in any hearing. It is the responsibility of the participants to notify the Dean of Student Services of the identity of their advisor no later than five (5) business days in advance of the hearing date.

Schedule C

- h. In consideration of the limited role of advisors and of the compelling interest of the University to efficiently resolve allegations of violations of the Code, the work of a Hearing Authority will not, as a general practice, be delayed due to the unavailability of an individual's advisor.
- i. Presenting information and rebutting information presented at a hearing are rights available to both parties. However, certain circumstances may make it prudent to limit either party from submitting direct questions to a witness or participant. Therefore, at the discretion of the Dean of Student Services or Hearing Authority, all questions may be submitted in writing to the Hearing Authority to ask the questions on the party's behalf. Only those questions appropriate and relevant will be allowed by the Hearing Authority. All parties will be allowed similar and timely access to materials introduced during a Hearing.
- j. It is the responsibility of the person desiring the presence of a witness before a hearing to ensure that the witness appears. Because experience has demonstrated that the actual appearance of an individual is of greater value than a written statement, the latter is discouraged and should not be used unless the individual cannot reasonably be expected to appear. Any written statement must be dated, signed, and notarized unless otherwise allowed by the Hearing Authority. The work of a Hearing Authority will not, as a general practice, be delayed due to the unavailability of a witness.
- k. The Hearing Authority may accept for consideration all information which reasonable persons would accept as having relevance to the allegations. Unduly repetitious, personally abusive information, or evidence overly extraneous to the charges under consideration should be excluded. In cases of alleging a violation of the [Title IX Policy](#), questioning about the complaining party's sexual history with anyone other than the respondent will not be permitted.
- l. Pertinent records, exhibits and written statements may be accepted as evidence for consideration at the discretion of the Hearing Authority. The dean of student services must receive such pertinent records, exhibits and written statements at least five (5) business days prior to a hearing for a party to include such evidence in the hearing, unless as otherwise allowed by the Hearing Authority.

Schedule C

- m. All procedural questions during the hearing are subject to the final decision of the Hearing Authority.
 - n. The members of the Hearing Authority will conduct deliberations in private as to a respondent's responsibility and, if necessary, appropriate consequences. The Hearing Authority shall determine (by majority vote if the hearing body consists of more than one person) whether the respondent has violated each of the charged sections of the Code.
 - o. The Hearing Authority's determination shall be made on the preponderance of evidence, on the basis of whether it is more likely than not that the respondent violated the Code.
 - p. Any participant in a hearing who has a disability and requires accommodation in order to fully participate in the hearing should arrange accommodations with the Dean of Student Services or Disability Services Coordinator sufficiently in advance of the hearing.
 - q. There may be circumstances, particularly in cases of sexual assault, domestic or dating violence or stalking in which participants to a Hearing may request that individuals are visually blocked from view during the hearing. Such a request will be evaluated on a case-by-case basis by the Hearing Authority. If such a request is granted, every effort will be made to ensure that all parties have the ability to present questions to any individual, regardless of that individual being physically present or visible.
 - r. The members of the Hearing Authority will conduct separate deliberations in private as to the appropriate consequences for those violations it has determined the respondent has violated. The Hearing Authority will entertain recommendations from both parties as to appropriate consequence. A respondent's past violations and consequences (including past violations and consequences that occurred at any of the University's campuses or at another institution of higher education) may be relevant and considered when determining action or appropriate consequences.
- 6.8 A digital recording of all hearings will be recorded by the Dean of Student Services and/or the Hearing Authority. The record shall be the property of the University. No

Schedule C

other party will be allowed to make a separate recording of any type. Both parties to the proceeding will have access to inspect the digital recording, at the office and the discretion of the Dean of Student Services.

- 6.9 The Hearing Authority will provide the Dean of Student Services with the parties CRF which will outline the Hearing Authority's finding on responsibility and consequences. The CRF will also include a written summary of the Hearing Authority's rationale for its finding of responsibility and consequences. Following completion of a CRF, the respondent will receive an outcome letter from the Dean of Student Services, summarizing any charges and consequences resulting from the conduct adjudication process.
- 6.10 Except in the case of a student charged with failing to obey the summons of a Hearing Authority or University official, no student may be found to have violated the Code solely because the student failed to appear for a hearing. In all cases, the information in support of the charges shall be presented and considered.
- 6.11 The University records of a student may be placed on a hold under this Code when a student:
- a. Is given sufficient notice to respond to a letter of conduct charges and fails to respond;
 - b. Does not fulfill a conduct consequence within the deadline established by a Hearing Authority or by agreement with the Dean of Student Services;
 - c. Has received a consequence that prohibits future enrollment;
 - d. Has indicated a criminal charge or conviction on the application for admission and must provide requested information to the Dean of Student Services that is relevant to reaching an admissions decision;
 - e. Has been summoned by the Dean of Student Services or a designee for a meeting concerning the student's alleged misconduct and will not comply with the request.
 - f. Is a respondent in a Title IX investigation in which the Title IX investigator has

Schedule C

found a violation of the policy by a preponderance of the evidence and has submitted the investigative report to the Dean of Student Services pursuant to this Code.

The purpose of a hold is to compel a student to fulfill an obligation to the Dean of Student Services (including the Office of Residence Life). A Student Life Hold (J Hold) on records denies the student the right to register for future classes or change class registration until the hold on records is removed by the Dean of Student Services when the student fulfills the required conditions. A student receiving a hold may seek relief from the chancellor. The student shall request relief in writing. Upon review, the chancellor can amend the conditions of the hold or remove the hold.

- 6.12 Through the course of the conduct process, the University will maintain records relating to an individual's participation in the conduct process. This conduct file, including the outcome of a conduct meeting or a hearing, and the consequences imposed, are educational records and are protected from release under the Federal Education Rights and Privacy Act (FERPA), except as otherwise required or permitted by law.
- a. The Dean of Student Services will facilitate the disclosure of the student's conduct file upon written request. In order to request a copy of the conduct file an individual (or their next of kin) should submit a request to the Dean of Student Services.
 - b. Following release of an acceptable written request, the Dean of Student Services will release a redacted version of the student's conduct file. Such redaction will still include the name of the respondent party, the charges pursued in the conduct process, and any consequence imposed against the respondent.
 - c. Conduct records of student organizations may be requested through the University's Custodian of Records office.

Article VII

XVII. Consequences

- 7.1 In the discretion of the Dean of Student Services or Hearing Authority the following educational consequences may be imposed upon any student found to have violated any provision of this Code (including, without limitation, a violation of [section 4.20](#)):

Schedule C

- a. **Warning** – A notice in writing to the student that the student is violating or has violated institutional regulations;
- b. **Loss of Privileges** – Denial of specified privileges for a designated period of time;
- c. **Fines** – Fines may be imposed;
- d. **Restitution** – Compensation for loss, damage or injury. This may take the form of appropriate service and/or monetary or material replacement;
- e. **Discretionary Consequences** – Work assignments, service to the University or other related discretionary assignments which may include, but are not limited to, an apology, restriction upon privileges, a research paper or written statement, a referral for counseling, evaluation for alcohol/drug abuse, completion of University programming, no contact directives (as defined herein) or other consequences deemed appropriate;
- f. **Level One Probation** – Is imposed for a specific period of time and affects the student's good standing in the University. While on level one probation, the student may be declared ineligible to campaign for, hold office or other leadership roles in a student organization, or represent the University in any intercollegiate activity. If found responsible for a violation of the Code while on level one probation, this may result in suspension or dismissal;
- g. **Level Two Probation** – Is imposed for a specific period of time and affects the student's good standing in the University. While on level two probation the student shall be declared ineligible to campaign for or hold office or other leadership roles in a student organization. The student shall not represent the University in any intercollegiate activity. While on Level Two probation, students are prohibited from participating in the Study Away program, attending conferences on behalf of the university or representing the University at an official function, event, or intercollegiate competition as a player, manager, or student coach. If found responsible for a violation of the Code while on level two probation, it may result in separation from the University (e.g. denial of privilege to reenroll, suspension, or dismissal) at the discretion of the Dean of Student Services.

Schedule C

- h. **Denial of Privilege to Re-enroll** – This places the student on level two probation, permits the student to complete the current semester barring further violations, but prohibits the individual from enrolling for a defined period of time, after which the student is eligible to return. Conditions for readmission may be specified. While prohibited from enrolling, the student is denied access to University owned or leased grounds, facilities and vehicles and all University planned, promoted or sponsored activities. In the case where a student is a member of a student organization, the student is prohibited from attending the student organization's activities on or off-campus. A hold is placed on the student's records;
- i. **University Housing Probation** – Probation is for a specified period of time and includes the probability of suspension or expulsion from University Housing if the student is found to be in violation of institutional policies during the probationary period;
- j. **Parental Notification** – The Family Educational Rights and Privacy Act (FERPA) permits an institution of higher education to disclose to parents or legal guardians the results of conduct hearings if the student is less than 21 years of age and has been found responsible for violating campus rules regarding the use or possession of alcohol or a controlled substance. Parents or guardians of students under the age of 21 will be notified of all violations of University narcotic or other controlled substance policies (Section 4.10) and those alcohol violations (Section 4.11) that result in an assessment for chemical dependency, residence hall probation or a more severe consequence, as allowed under FERPA regulations;
- k. **University Housing Suspension** – Separation of the student occupancy in University Housing for a defined period of time, after which the student is eligible to return. Conditions for readmission may be specified. The student may be denied access to dining facilities connected to University Housing during the suspension. A permanent conduct record is maintained.
- l. **University Housing Expulsion** – Permanent separation of the student from University Housing. The student shall be permanently denied access to occupancy in University Housing and access to all University Housing (including dining facilities connected to University Housing). A permanent conduct record is

Schedule C

maintained.

- m. **Suspension** – Separation of the student from the University for a defined period of time, after which the student is eligible to return. Conditions for readmission may be specified. While on suspension, the student is denied access to University owned or leased grounds, facilities, equipment, computer networks, vehicles and all University planned, promoted or sponsored activities. In the case where a student is a member of a student organization, the student is prohibited from attending the student organization's activities on or off campus. A "J Hold" (Student Life Hold) is placed on the student's records. A permanent conduct record is maintained.
 - n. **Dismissal** – Permanent separation of a student from the University. When dismissed, a student is denied access to University owned or leased grounds, facilities and vehicles and all University planned, promoted or sponsored activities. In the case where a student is a member of a student organization, the student is prohibited from attending any student organization activity. There is a permanent Student Life (J Hold) hold on the student's records. A notation is made on the student's permanent academic record with removal resulting only from action by the chancellor of the campus. A permanent conduct record is maintained.
 - o. **Revocation of Admission and/or Degree** – Admission to or a degree awarded from the University may be revoked for fraud, misrepresentation or other violation of University standards in obtaining admission or the degree or for other serious violations committed by a student prior to graduation.
 - p. **Withholding Degree** – The University may withhold awarding a degree otherwise earned until the completion of the process set forth in this student conduct code, including the completion of all consequences assigned, if any.
- 7.2 More than one of the consequences listed above may be assigned for any single violation.
- 7.3 Other than dismissal, 7.1n, conduct consequences shall not be made part of the student's permanent academic record, but shall become part of the student's confidential conduct record, which will be maintained in a specified area of the dean of student services' office

Schedule C

and shall be subject to the restrictions of the Family Educational Right to Privacy Act (FERPA). Conduct records are maintained in the Dean of Student Services for five (5) years from imposition of the most recent consequence, except in cases where the consequence is University Housing expulsion, suspension and dismissal. University Housing expulsion and suspension cases will be kept as a permanent conduct record but will not be noted on the academic transcript. Cases of dismissal are permanent and, unlike other conduct records, appear as a notation on the academic transcript. The Conduct Records Policy is in compliance with the state's Records Retention Schedule. All conduct records concerning student organizations are maintained permanently for archival purposes.

7.4 Conduct cases that are incomplete, due to factors such as the student's not responding to conduct charges or not fulfilling an educational consequence remain a conduct record until required actions are completed by the student. Registration for subsequent terms or the conferral of academic degrees may be withheld pending the resolution of allegations of student misconduct.

7.5 In addition to the consequences set forth in Section 7.1, the following educational consequences may be imposed upon student groups or organizations following a finding of responsibility for a conduct violation:

- a. Revocation of University Recognition – Loss of all privileges, including University recognition, for a specified period of time. Conditions for recognition may be imposed.
- b. Dismissal – permanent revocation of University recognition.

7.6 **Temporary or Provisional Orders** – In addition to the authority granted in [section 2.3](#) of this Code, the Dean of Student Services and/or the Coordinator of Student Life & Development is empowered to impose temporary or provisional orders to preserve the status quo or to prevent the potential endangerment of persons or property. Such temporary or provisional orders are not intended to replace the University's conduct adjudication process. Generally, such orders should be limited to those circumstances where the Dean of Student Services and/or the Coordinator of Student Life & Development has good cause to believe that the student or the student's behavior, poses a threat to the status quo of the University community or member(s). A student shall

Schedule C

receive a written copy of the order, which specifies the conditions of the order, the duration of the order, the consequence for violation of the order and how the record of the order will be maintained.

7.7 A student receiving a temporary or provisional order may seek relief from the Dean of Student Services. The student shall request relief in writing. Upon review, the Dean can, affirm the order, amend the conditions of the order, or remove the order.

7.8 **Interim Suspension** – In certain circumstances, the Dean of Student Services, may impose a University or University Housing suspension prior to a hearing before a Hearing Authority. The Coordinator of Student Life & Development may impose an interim University Housing suspension prior to a hearing before a hearing authority.

7.9 Interim Suspension may be imposed only:

- a. To ensure the safety and well-being of members of the University community or preservation of University property;
- b. To ensure the student's own physical or emotional safety and well-being;
- c. If the student has violated a provisional order put into effect to ensure the safety and well-being of members of the University community or preservation of University property;
- d. If the student poses a threat of disruption of or interference with, the normal operations of the University.

7.10 During the interim suspension, the student shall be denied access to the residence halls and/or to the campus (including classes) and/or computing and networking facilities and resources and/or all other University activities or privileges for which the student might otherwise be eligible, as the dean of student services may determine to be appropriate. The student should be notified in writing of this action and the reasons for the interim suspension. The notice should include the date, time and place of a subsequent hearing at which the student may show cause why the student's continued presence on the campus does not constitute a threat or may contest whether a campus policy was violated.

Schedule C

7.11 Violations of University drug and alcohol policies are cumulative over the duration of a student's tenure at the University and a schedule of minimum consequences will be assigned. All monetary fines for alcohol and other drug violations go into an alcohol education account that supports classes, assessments and other educational efforts. A schedule of fines will be approved annually by the Board of Governors and available on the University website.

- a. Use or Possession of Drug Paraphernalia and/or Marijuana:
 - First Violation: Participation in a drug education class; fine; Level Two Probation for a period of one semester; Level One Probation for one semester following Level Two Probation; assessment for chemical dependency and parental notification, as allowed under FERPA regulations.
 - Second Violation: Separation from the University for one semester (e.g. suspension, or denial of privileges to re-enroll) and parental notification, as allowed under FERPA regulations.
- b. Use or Possession of a Controlled Substance Other Than Marijuana:
 - First Violation: Participation in drug education program; fine; University housing suspension; assessment for chemical dependency; Level Two Probation for a period of one year and parental notification, as allowed under FERPA regulations, additional consequences as deemed appropriate by the Dean of Student Services.
 - Second Violation: Separation from the University for one year (e.g. suspension or denial of privileges to re-enroll) and parental notification, as allowed under FERPA regulations.
- c. Possession of a Controlled Substance with Intent to Sell or Distribute:
 - First Violation: Dismissal from the University.
- d. Use, Possession or Distribution of Alcohol:

Schedule C

- First Violation: Fine; online alcohol educational module and one (1) reflection paper.
- Second Violation: Fine; online alcohol educational module, at least fifteen (15) hours of approved community service; University Housing probation for one (1) year/ and/or Level One probation for a period of one (1) semester. Parental notification, as allowed under FERPA regulations.
- Third Violation: Parental notification, as allowed under FERPA regulations; University Housing suspension; assessment for chemical dependency; Level Two Probation for a period of one (1) year and fine.
- Fourth Violation: Separation from the University (e.g. suspension or denial of privileges to re-enroll) for one semester. Prior to readmittance, the student will be required to meet with the Dean of Student Services (or designee) to discuss and demonstrate readiness to be a member of the University community. The student may be asked to submit documentation of successful substance abuse treatment. Students readmitted after a Fourth Violation will not be eligible for University Housing.

Possession of Alcohol Paraphernalia

- First Violation: Warning and removal of paraphernalia item
- Second Violation: Paper and removal of paraphernalia item
- Third Violation: Parental notification, as allowed under FERPA regulations; University Housing probation; and removal of item
- Fourth Violation: University Housing suspension (e.g. suspension or denial of privileges to re-enroll) for one semester. Prior to re-admittance, the student will be required to meet with the Dean of Student Services (or designee) to discuss and demonstrate readiness to be a member of the university community.

Article VIII

XVIII. Appeals

Schedule C

- 8.1 Within five (5) business days of issuing the outcome letter, the complaining student or the respondent may appeal the decision of the Hearing Authority by submitting a request for appeal to the Dean of Student Services that is signed by the appealing party, dated and explains the reasons for appeal.
- a. Upon receipt of an appeal request, the Dean of Student Services may choose a designee to review the appeal or convene an appeal panel.
 - b. In cases involving complaints of sexual harassment (including sexual violence) under the [Title IX Policy](#), the complaining student shall have the same rights to appeal a Hearing Panel's decision as the responding student.
- 8.2 Except as required to explain the basis of new information, an appeal shall be limited to review of the verbatim record of the initial hearing and supporting documents for one or more of the following purposes:
- a. **Procedural Error:** To determine whether the original hearing was conducted fairly in light of the charges and information presented and in conformity with prescribed procedures giving the complainant a reasonable opportunity to prepare and present information that the Code was violated and giving the respondent a reasonable opportunity to prepare and to present a rebuttal of those allegations.
 - b. **Unsupported Conclusion:** To determine whether the decision reached regarding the accused student was based upon a preponderance of evidence.
 - c. **Disproportionate Consequence:** To determine whether the consequences assigned were appropriate for the violation(s) of the Code which the student was found to have committed.
 - d. **New Information:** To consider new information, sufficient to alter a decision or other relevant facts not brought out in the original hearing, because such information and/or facts were not known to the person appealing at the time of the original hearing.
- 8.3 In the event the one appealing a decision or a consequence wishes to review the verbatim record, the student may make application to the Dean of Student Services to do so. The verbatim record will remain in the possession of the University during the review. Under

Schedule C

no circumstances will a copy of the recording be released. The period for appealing the decision of the Hearing Authority will not be extended for purposes of reviewing the verbatim record.

8.4 In the event a verbatim recording is not available due to mechanical failure or otherwise, the absence of the verbatim record shall not, in itself, be cause for appeal. In such cases the Dean of Student Services and/or Hearing Authority will provide the hearing record, which will be considered sufficient for review by an appeal authority.

8.5 The appeal authority reviewing the appeal may do any of the following:

- a. Remand the matter to the original Hearing Authority for re-opening of the hearing to allow consideration of the original determination and/or consequence(s).
- b. Affirm the finding of responsibility or no responsibility.
- c. Reverse the finding of responsibility or no responsibility.
- d. Modify the consequences that have been assigned.
- e. Deny the appeal because it does not fall within the parameters of or comply with the requirements set forth in this Code.

8.6 In cases where the consequence is either Suspension or Dismissal, a student may request the Chancellor of the West Plains campus review the decision of the Appellate Authority by submitting a written request for review no later than five (5) business days following the Appellate Authority's decision. The Chancellor may at the Chancellor's discretion, review the decision of the Appellate Authority and has the full range of responses outlined in 8.5.

8.7 In all cases where the consequences are less than Suspension or Dismissal, the student's right to appeal ends at the Appellate Authority, and no appeal to the Chancellor will be accepted.

Article IX

XIX. Interpretation & Revision

- 9.1 Any question of interpretation regarding the Code shall be referred to the Dean of Student Services for final determination, subject to appeal to the Chancellor.
- 9.2 The Code should be reviewed periodically under the direction of the Dean of Student Services. In all cases, review of this document should be done by bodies which include students appointed by the Student Government Association.
- 9.3 Changes in the Code which are editorial in nature and do not affect the fundamental nature of the document or are required to insure the code is consistent with state or federal law, can be made by the Dean of Student Services and become effective upon approval by the Chancellor of the campus.
- 9.4 Substantive changes recommended for the Code as a result of the review process shall be submitted to the Board of Governors for approval and adoption.

Article X

XX. Definition of Terms

- 10.1 For purposes of "Academic Dishonesty": Any one of the following acts constitutes academic dishonesty:
 - a. Cheating: The term "cheating" refers to using or attempting to use unauthorized materials, information or study aids in any academic exercise.
 - b. Fabrication: The term "fabrication" refers to unauthorized falsification or invention of any information (including research data) or any citation in any academic exercise.
 - c. Facilitating academic dishonesty: Assisting or attempting to assist another to violate any provision of the Academic Integrity Policy, whether or not that action is associated with any particular course, is considered academic dishonesty.

Schedule C

- d. Plagiarism: The term "plagiarism" includes, but is not limited to, the use, by paraphrase or direct quotation, of the published or unpublished work or sections of a work of another person without full and clear acknowledgement. It also includes the unacknowledged use of materials prepared by another person or agency engaged in the selling of term papers or other academic materials, including material taken from or ordered through the Internet.
- 10.2 The term "Appeal Authority" or "Appellate Authority" means any person or persons authorized by the Dean of Student Services to consider an appeal from a Hearing Authority's determination that a student has violated the Code or from the consequences assigned by the Dean of Student Services and/or Hearing Authority.
- 10.3 The term "Business Day" means any day in which University offices are open, regardless as to whether classes are in session.
- 10.4 The term "Code" refers to the Code of Student Rights and Responsibilities.
- 10.5 The term "Complainant" refers to any member of the University community who files a complaint for charges against a student or student organization.
- 10.6 For the definition of "Consent" and other terms related to sexual violence, as well as further explanation of University policy, see [Title IX Policy on Sexual Assault, Stalking and Other Forms of Sexual Misconduct](#).
- 10.7 The term "consequence" or "educational consequence" refers to the outcomes or terms that a student must fulfill in the event they are found responsible for policy and/or code violations.
- 10.8 The "Dean of Student Services" is that person designated by the University to be responsible for the administration of the Code.
- 10.9 The term "explosive weapons" means any explosive, incendiary or poison gas bomb or similar device designated or adapted for the purpose of inflicting death, serious physical injury or substantial property damage or any device designed or adapted for delivering or shooting such a weapon.

Schedule C

- 10.10 The term "faculty member" means any person hired by the University to conduct classroom or other learning/teaching activities.
- 10.11 The term "firearms" means any weapon that is designed or adapted to expel a projectile by the action of an explosive.
- 10.12 The term "Hearing Authority" means any person or persons authorized to determine whether a student has violated the Code and to recommend educational consequences. The list of conduct bodies includes, but is not limited to, the chancellor of the campus, the dean of student services, the coordinator of student life & development and such other bodies as may from time to time be created under the authority of this document.
- 10.13 The terms "may" and "should" are used in the permissive sense.
- 10.14 The term "member of the University community" includes any person who is a student, faculty member, University official or any other person employed by the University. A person's status in a particular situation shall be determined by the dean of student services.
- 10.15 The terms "must" and "shall" are used in the imperative sense.
- 10.16 The term "no-contact directive" refers to a directive that is issued by University administrators which prohibits both direct and indirect contact (e.g., in-person contact, telephone calls, email, text messages, etc.) between students or other members of the campus community, when there exists a reasonable concern that physical or psychological harm may result from such contact.
- 10.17 The term "organization" means any number of persons who have complied with the formal requirements for University recognition/registration.
- 10.18 The term "other weapons" is to include, but not be limited to, a blackjack, switchblade knife, other than an ordinary pocketknife with no blade more than two inches in length, brass knuckles and projectile weapon such as a bow, crossbow, pellet gun, slingshot or any other weapon as defined by Missouri law.

Schedule C

- 10.19 The term "paraphernalia" includes any object that i) contains the residue of alcohol or of an illegal drug, ii) is manufactured or sold for the consumption of alcoholic beverages or an illegal drug, or iii) is designed for the rapid consumption of alcohol.. Examples of paraphernalia under this definition include, but are not limited to, a marijuana pipe or bong, blow tube, a beer bong and empty beer cans, liquor bottles, or empty case of beer.
- 10.20 The term "respondent" refers to any student or student organization of the University community who is alleged to have violated the Code or who is charged with violation of the Code.
- 10.21 For purposes of the Code the term "student" includes all persons who have been notified of their acceptance for admission, and for whom the University maintains education records or personally identifiable information and who is or who has been in attendance at the University.
- 10.22 The term "University" means Missouri State University-West Plains.
- 10.23 The term "University premises" includes all land, buildings, facilities and other property in the possession of or owned, used or controlled by the University.
- 10.24 The term "University official" includes any person employed by the University performing assigned administrative or professional responsibilities. This term specifically includes residence hall personnel such as Resident Assistants, Assistant Residence Life Manager, Residence Life Manager, and Residence Life Operations Assistant.

IV.C.3.

RECOMMENDED ACTION – Approval of Revisions to G1.31 Title IX Policy on Sexual Assault, Stalking and Other Forms of Sexual Misconduct

The following resolution was moved by _____ and seconded by _____:

WHEREAS, on July 16, 2014, the Board of Governors approved its policy governing complaints and investigations under Title IX of the Education Amendments of 1972 (“Title IX”), entitled G.1.31 Title IX Policy on Sexual Assault, Stalking and Other Forms of Sexual Misconduct;

WHEREAS, in its current form, the policy does not contemplate, or explicitly assume jurisdiction over, sex discrimination complaints under Title VII of the Civil Rights Act of 1964 (“Title VII”);

WHEREAS, in its current form, the policy appears to conflate dating violence, domestic violence, and stalking with sexual misconduct, which has resulted in some confusion;

WHEREAS, since the inception of the policy, the U.S. Department of Education’s Office for Civil Rights (“OCR”) has both issued and rescinded guidance regarding its interpretation of Title IX requirements regarding the investigation of sexual assault complaints in higher education;

WHEREAS, since the inception of the policy, the U.S. Department of Education has also issued new and clarifying guidance regarding the obligations of institutions of higher education established by the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (“Clery Act”), pertaining to reports of sexual assault, dating and domestic violence, and stalking pertaining to an institution’s campus footprint and campus community;

WHEREAS, in its current form, the policy does not utilize current definitions for sexual assault (and its subsets), domestic violence, and stalking, as defined by Missouri statute;

WHEREAS, since the inception of the policy, the University’s Title IX Office has also revised and refined its investigative processes, both to comply with the aforementioned changes in guidance from the Department of Education and to ensure fair and equitable treatment to both complaints and respondents who participate in Title IX investigatory processes at the University; and

WHEREAS, in light of the foregoing, Op1.02-11 Sex Discrimination and VAWA Offenses Policy and Investigation Procedures was approved by the University President on June 11, 2018, which policy establishes and updates the investigatory procedures to be utilized with respect to all complaints of sex discrimination, sexual harassment, sexual assault, dating and domestic violence, and stalking involving members of the campus community, and incorporates current DOE and OCR guidance, as well as current Missouri law; and

WHEREAS, Administration recommends that, in order to confirm and reiterate the University’s commitment to prohibiting and providing the appropriate redress for instances of sex

discrimination, sexual harassment, sexual assault, dating and domestic violence, and stalking, G1.31 Title IX Policy on Sexual Assault, Stalking and Other Forms of Sexual Misconduct be revised and retitled G1.31 Prohibition of Sex Discrimination, Sexual Harassment, Sexual Assault, Dating and Domestic Violence, as set forth in the attached Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors for Missouri State University that governing policy G1.31 Title IX Policy on Sexual Assault, Stalking and Other Forms of Sexual Misconduct be revised and retitled G1.31 Prohibition of Sex Discrimination, Sexual Harassment, Sexual Assault, Dating and Domestic Violence, as set forth in the attached Exhibit A.

VOTE: **AYE** _____

NAY _____

COMMENTS:

The governing policy G1.31 Title IX Policy on Sexual Assault, Stalking and Other Forms of Sexual Misconduct was originally approved by the Board of Governors on July 16, 2014. In the almost four (4) years that the policy has been in place, it has become apparent that revisions to the policy are required in order to ensure compliance with current guidance from the DOE, including the OCR, and Missouri law; to clarify certain aspects of the policy; and to confirm procedural safeguards that ensure both complainants and respondents receive fair and equitable treatment throughout the investigative process.

Such necessary changes include:

- Specific confirmation that sex discrimination claims under Title VII are included within the auspices of the policy;
- Clarification that dating and domestic violence and stalking fall under the auspices of the policy, and providing clear definitions of each;
- Providing updated definitions that are consistent with current federal and Missouri law, as appropriate (e.g., consent, dating violence, domestic violence, rape, sexual abuse, sexual harassment, etc.);
- Revising the policy to ensure compliance with the most recent OCR guidance regarding the Title IX obligations of institutions of higher education;
- Revising the policy to ensure compliance with the most recent DOE guidance contained in the Clery Handbook (e.g., federal statistical reporting obligations, timely warning reporting obligations, bystander engagement, training and educational opportunities); and
- Ensuring consistency between policy language and University practice.

Accordingly, Administration has implemented Op1.02-11 Sex Discrimination and VAWA Offenses Policy and Investigation Procedures, which clarifies and confirms the specific procedure utilized by the University in investigating complaints of sex discrimination, sexual harassment, sexual assault, dating and domestic violence, and stalking. Furthermore, Administration recommends that G1.31 Title IX Policy on Sexual Assault, Stalking and Other Forms of Sexual Misconduct be retitled G1.31 Prohibition of Sex Discrimination, Sexual Harassment, Sexual Assault, Dating and Domestic Violence, and that the proposed revised version be approved to confirm the University's commitment to prohibiting and appropriately addressing sex discrimination on campus, regardless as to what form it may take.

Exhibit A

Draft

G1.31 Prohibition of Sex Discrimination, Sexual Harassment, Sexual Assault, Dating and Domestic Violence, and Stalking

Missouri State University (“University”) does not discriminate on the basis of race, color, national origin (including ancestry, or any other subcategory of national origin recognized by applicable law), religion, sex (including marital status, family status, pregnancy, sexual orientation, gender identity, gender expression, or any other subcategory of sex recognized by applicable law), age, disability, veteran status, genetic information, or any other basis protected by applicable law in employment or in any program or activity offered or sponsored by the University.

Title IX of the Education Amendments of 1972 (“Title IX”) prohibits discrimination based on sex in education programs and activities at educational institutions receiving federal funds. Title IX protects all members of the University community, as well as applicants for University admission or employment, from all forms of sex discrimination. Similarly, Title VII of the Civil Rights Act of 1964 prohibits sex discrimination (including sexual harassment and sexual assault) in the workplace.

The University is committed to maintaining an environment that is free from all forms of discrimination, including discrimination based on sex. Moreover, the University is committed to maintaining an environment that is free from domestic violence, dating violence, and stalking, as contemplated by the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (“Clery Act”), as amended by the Violence Against Women Reauthorization Act of 2013 (“VAWA”).

Accordingly, the University has established a Title IX Office (located in Carrington Hall 205 and available at 417-836-66810 or TitleIX@MissouriState.edu) that is responsible for investigating complaints of sex discrimination, sexual harassment, sexual assault, domestic violence, dating violence, and/or stalking brought forward by a member of the campus community against another member of the campus community. Such investigations will be conducted in a manner consistent with Op1.02-11 Sex Discrimination Policy and Investigation Procedures, which policy may be revised from time to time by the University’s administration with approval of the President.

IV.C.4.

RECOMMENDED ACTION – Approval of G1.05-1 Accessibility Policy

The following resolution was moved by _____ and seconded by _____.

Whereas, the University is committed to maintaining a campus environment that is free from discrimination, and

Whereas, the University recognizes that barriers may exist for equitable participation by members of the University community with a disability and that providing access to its campus (both its physical campus and its digital campus) fulfills the University’s commitment to non-discrimination, and ensures compliance with federal and state law establishing accessibility measures, and

Whereas, the University has a number of existing policies, programs, and departments directed toward maintaining an accessible campus, and

Whereas, the University wishes to prioritize its commitment to accessibility by adopting a governing policy approved by the Board of Governors.

Now Therefore, Be it Resolved by the Board of Governors of Missouri State University that G1.05-1 Accessibility Policy, attached hereto, is hereby approved.

Comments:

The proposed policy addition seeks to further clarify the University’s commitment to non-discrimination through accessibility. The University currently has a number of operating policies that include an aspect of accessibility, including but not limited to: Op.1.02-5 Employee Disability Accommodation Policy and Procedure, Op5.05-1 Disability Accommodation Policy for Students, Op8.16 Procurement Procedures, Op12.02-2 Information Technology Accessibility, Op12.02-9 Reporting Violations, and Op12.02-11 Web Policy.

By adopting this policy the University will continue to strive for an environment that is accessible to the entire University community, including individuals with disabilities. While, the University has identified particular units, relevant administrators, and the President’s Council on Disability as individuals responsible for identifying barriers to access and mitigating these barriers as much as possible to fulfill the University’s commitment to non-discrimination and access, a governing policy articulating this focus helps to broaden the scope of importance for accessibility and includes the wider University community in the mission of ensuring an accessible campus environment.

G1.05-1 Accessibility Policy

Missouri State University is a community of people with respect for diversity. Consistent with its [public affairs mission](#) and its [commitment of non-discrimination](#), the University emphasizes the fundamental dignity and equality common to all persons and is committed to maintaining an environment that is accessible to all individuals. To this end, the University will continue to support a physical and digital campus that is accessible to all individuals, including individuals with disabilities. The University will continue to develop policies and procedures designed to eliminate barriers to access and to provide equal and inclusive access for all members of the University community. These efforts support the University's commitment to establish equal opportunity on campus, provide an inclusive learning environment, and maintain compliance with federal and state law.

Line of Authority:

Responsible Office: Office of Institutional Equity and Compliance

Contact person in that office: Director, Institutional Equity and Compliance

Effective Date:

V.A.

PRESIDENT'S REPORT

President Clif Smart's report will include updates and comments on the following topics:

1. Approval of Fiscal Year 2019 Internal Operating Budget
2. Approval of Fiscal Year 2020 Capital Improvement Priorities
3. Approval of One-Time Retention Payment from University Funds



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U N I V E R S I T Y

**FY19
INTERNAL OPERATING BUDGET**

YEAR ENDING JUNE 30, 2019

MISSOURI STATE UNIVERSITY

FINANCE NO.
Request for FY19 Internal Operating Budget

The following resolution was moved by _____

and seconded by _____.

BE IT RESOLVED by the Board of Governors for Missouri State University that the Internal Operating Budget for the year ending June 30, 2019, consisting of \$201,081,566 in budgeted operating revenues, \$84,080,599 in budgeted non-operating revenues, \$268,912,288 in budgeted expenses, \$(18,664,474) in budgeted transfers and \$2,706,445 in budgeted non-recurring allocations be adopted and administered through the following funds:

	Budgeted Operating Revenues*	Budgeted Non- Operating Revenues	Budgeted Expenses	Budgeted Transfers	Increase (Decrease) in Net Position (including non-recurring allocations)	Non-recurring Allocations	Increase (Decrease) in Net Position (excluding non-recurring allocations)
Springfield Campus							
Operating Fund	\$ 119,573,195	\$ 71,399,775	\$ 189,545,842	\$ (5,636,268)	\$ (4,209,140)	\$ 2,706,445	\$ (1,502,695)
Total Designated Funds	18,920,505	2,664,467	20,725,473	(600,935)	258,564	-	258,564
Total Auxiliary System Fund	56,823,224	4,514,856	47,231,375	(12,315,566)	1,791,139	-	1,791,139
Total Springfield Campus	195,316,924	78,579,098	257,502,690	(18,552,769)	(2,159,437)	2,706,445	547,008
West Plains Campus							
Operating Fund	4,198,380	5,011,351	9,609,489	119,828	(279,930)	-	(279,930)
Total Designated Funds	-	485,000	442,293	(21,266)	21,441	-	21,441
Total Auxiliary System Fund	1,566,262	5,150	1,357,816	(210,267)	3,329	-	3,329
Total West Plains Campus	5,764,642	5,501,501	11,409,598	(111,705)	(255,160)	-	(255,160)
Total Budget	\$ 201,081,566	\$ 84,080,599	\$ 268,912,288	\$ (18,664,474)	\$ (2,414,597)	\$ 2,706,445	\$ 291,848

*Budgeted Operating Revenues are net of \$26,910,067 of Scholarships.

Carrie Tergin
Chair of the Board

Passed at Meeting of
June 22, 2018

Kristan E. Gochenauer
Secretary

Comments: The FY19 budget is based upon former Governor Greitens' budget and reflects the 2.1% tuition and fee increase allowed under the Higher Education Student Funding Act (HESFA). The Board approved a tuition and fee waiver of 1.1% for FY19 based upon the Truly Agreed and Finally Passed FY2019 operating appropriation for the Missouri State University System subject to Missouri State University receiving the full appropriation less the traditional 3% withholding.

The FY19 Internal Operating Budget does not include the following: operating fund carryforward balances, other enrollment fees and supplemental course fee revenues and associated dedicated expenses; all grant related revenues and associated dedicated expenses including Pell Grants; and any other similar dedicated revenues and expenses for self-supporting ventures.



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U N I V E R S I T Y

INTERNAL OPERATING BUDGET

YEAR ENDING JUNE 30, 2019

Missouri State University
 Operating Budget Summary
 All Funds
 For the Year Ending June 30, 2019

	Operating Funds	Designated Funds	Auxiliary Funds	Total Springfield	West Plains	FY19	FY18	Change	FY19 General Assembly	
Operating Revenue										Operating Revenue
Tuition and fees	\$ 144,594,937.50	\$ 7,464,944.00	\$ 13,185,356.00	\$ 165,245,237.50	\$ 4,560,939.00	\$ 169,806,176.50	\$ 164,178,451.50	\$ 5,627,725.00	\$ 168,739,585.50	Tuition and fees
Scholarships and fellowships	(26,910,067.00)	(212,500.00)	(5,402,594.00)	(32,525,161.00)	(490,300.00)	(33,015,461.00)	(30,627,128.89)	(2,388,332.11)	(33,015,461.00)	Scholarships and fellowships
Grants and contracts	150,000.00	1,045,000.00	-	1,195,000.00	-	1,195,000.00	1,357,261.00	(162,261.00)	1,195,000.00	Grants and contracts
Sales and services of educational services	152,767.00	10,479,461.00	(24,299.00)	10,607,929.00	141,000.00	10,748,929.00	10,682,388.00	66,541.00	10,748,929.00	Sales and services of educational services
Sales and services - auxiliaries	-	5,000.00	48,457,300.00	48,462,300.00	1,487,374.00	49,949,674.00	49,766,608.00	183,066.00	49,949,674.00	Sales and services - auxiliaries
Other revenues	1,585,557.00	138,600.00	607,460.52	2,331,617.52	65,629.00	2,397,246.52	2,439,860.00	(42,613.48)	2,397,246.52	Other revenues
Total Operating Revenue	119,573,194.50	18,920,505.00	56,823,223.52	195,316,923.02	5,764,642.00	201,081,565.02	197,797,439.61	3,284,125.41	200,014,974.02	Total Operating Revenue
Operating Expenses										Operating Expenses
Faculty and Staff Salaries	103,615,300.51	7,526,508.37	14,522,921.15	125,664,730.03	6,156,964.75	131,821,694.78	130,541,726.21	1,279,968.57	131,821,694.78	Faculty and Staff Salaries
Part-time help	1,163,083.30	630,704.00	734,775.00	2,528,562.30	332,011.00	2,860,573.30	2,737,402.35	123,170.95	2,860,573.30	Part-time help
Student help	1,705,955.35	850,831.00	2,447,126.00	5,003,912.35	158,286.00	5,162,198.35	5,220,806.35	(58,608.00)	5,162,198.35	Student help
Overtime	109,067.00	18,356.00	131,215.00	258,638.00	4,541.00	263,179.00	287,644.00	(24,465.00)	263,179.00	Overtime
Graduate Assistants	4,129,334.53	135,039.00	616,197.00	4,880,570.53	-	4,880,570.53	4,786,044.00	94,526.53	4,880,570.53	Graduate Assistants
Other personnel	7,107,440.18	1,634,930.00	3,929,313.00	12,671,683.18	494,838.00	13,166,521.18	13,031,896.70	134,624.48	13,166,521.18	Other personnel
Benefits	42,905,202.28	2,806,143.56	5,428,415.79	51,139,761.63	2,152,887.67	53,292,649.30	52,705,499.39	587,149.91	53,292,649.30	Benefits
Utilities	5,430,227.00	380,613.00	2,386,396.00	8,197,236.00	319,984.00	8,517,220.00	8,387,681.00	129,539.00	8,517,220.00	Utilities
Capital outlay	2,691,308.37	397,920.00	634,066.00	3,723,294.37	66,915.00	3,790,209.37	3,799,560.37	(9,351.00)	3,790,209.37	Capital outlay
Travel	1,520,824.82	186,254.00	1,956,245.00	3,663,323.82	80,154.00	3,743,477.82	3,666,461.89	77,015.93	3,743,477.82	Travel
Supplies and services	16,976,331.35	3,892,450.00	15,514,109.00	36,382,890.35	824,729.30	37,207,619.65	36,667,875.01	539,744.64	37,207,619.65	Supplies and services
Other	8,011,707.50	3,900,653.63	2,346,918.00	14,259,279.13	1,283,125.00	15,542,404.13	17,212,190.53	(1,669,786.40)	15,542,404.13	Other
Bad debt expense	1,287,500.00	-	512,991.00	1,800,491.00	30,000.00	1,830,491.00	1,697,500.00	132,991.00	1,830,491.00	Bad debt expense
Supplies and services	30,487,672.04	8,377,277.63	20,964,329.00	59,829,278.67	2,284,923.30	62,114,201.97	63,043,587.80	(929,385.83)	62,114,201.97	Supplies and services
Total Operating Expenses	189,545,842.01	20,725,472.56	47,231,374.94	257,502,689.51	11,409,597.72	268,912,287.23	267,710,391.10	1,201,896.13	268,912,287.23	Total Operating Expenses
Operating Income (Loss)	(69,972,647.51)	(1,804,967.56)	9,591,848.58	(62,185,766.49)	(5,644,955.72)	(67,830,722.21)	(69,912,951.49)	2,082,229.28	(68,897,313.21)	Operating Income (Loss)
Other Non-operating Revenues (Expenses)										Other Non-operating Revenues (Expenses)
State appropriations (less 3%)	68,386,536.00	891,276.00	-	69,277,812.00	5,366,351.00	74,644,163.00	80,948,026.00	(6,303,863.00)	81,481,023.00	State appropriations (less 3%)
Gifts	811,256.00	1,767,507.00	4,506,356.00	7,085,119.00	45,000.00	7,130,119.00	7,050,177.00	79,942.00	7,130,119.00	Gifts
Investment income	2,171,983.00	5,684.00	8,500.00	2,186,167.00	90,150.00	2,276,317.00	2,020,914.00	255,403.00	2,276,317.00	Investment income
Other non-operating revenue (expense)	30,000.00	-	-	30,000.00	-	30,000.00	30,000.00	-	30,000.00	Other non-operating revenue (expense)
Debt Service Transfers	(1,494,434.00)	(2,107,288.00)	(12,365,477.14)	(15,967,199.14)	(111,704.29)	(16,078,903.43)	(16,446,582.47)	367,679.04	(16,078,903.43)	Debt Service Transfers
Operating Transfers, net	(4,141,834.00)	1,506,353.00	49,911.44	(2,585,569.56)	-	(2,585,569.56)	(2,403,204.80)	(182,364.76)	(3,167,569.56)	Operating Transfers, net
Net Non-operating Revenues	65,763,507.00	2,063,532.00	(7,800,709.70)	60,026,329.30	5,389,796.71	65,416,126.01	71,199,329.73	(5,783,203.72)	71,670,986.01	Net Non-operating Revenues
Increase (Decrease) in Net Position including non-recurring	(4,209,140.51)	258,564.44	1,791,138.88	(2,159,437.19)	(255,159.01)	(2,414,596.20)	1,286,378.24	(3,700,974.44)	2,773,672.80	Increase (Decrease) in Net Position including non-recurring
Non-Recurring Allocations included in FY19 Budget	2,706,445.00	-	-	2,706,445.00	-	2,706,445.00	1,773,360.00	933,085.00	2,706,445.00	Non-Recurring Allocations included in FY19 Budget
Increase (Decrease) in Net Position excluding non-recurring	\$ (1,502,695.51)	\$ 258,564.44	\$ 1,791,138.88	\$ 547,007.81	\$ (255,159.01)	\$ 291,848.80	\$ 3,059,738.24	\$ (2,767,889.44)	\$ 5,480,117.80	Increase (Decrease) in Net Position excluding non-recurring



Missouri StateTM

U N I V E R S I T Y

OPERATING FUND

YEAR ENDING JUNE 30, 2019

Missouri State University
 Operating Budget
 Operating Funds
 For the Year Ending June 30, 2019

	FY19	FY18	Change	FY19 General Assembly
Operating Revenue				
Tuition and fees	\$ 144,594,937.50	\$ 138,758,719.50	\$ 5,836,218.00	\$ 143,695,013.50
Scholarships and fellowships	(26,910,067.00)	(24,670,450.89)	(2,239,616.11)	(26,910,067.00)
Grants and contracts	150,000.00	150,000.00	-	150,000.00
Sales and services of educational services	152,767.00	152,767.00	-	152,767.00
Sales and services - auxiliaries	-	-	-	-
Other revenues	1,585,557.00	1,591,452.00	(5,895.00)	1,585,557.00
Total Operating Revenue	119,573,194.50	115,982,487.61	3,590,706.89	118,673,270.50
Operating Expenses				
Faculty and Staff Salaries	103,615,300.51	102,350,990.93	1,264,309.58	103,615,300.51
Part-time help	1,163,083.30	956,022.35	207,060.95	1,163,083.30
Student help	1,705,955.35	1,742,551.35	(36,596.00)	1,705,955.35
Overtime	109,067.00	136,842.00	(27,775.00)	109,067.00
Graduate Assistants	4,129,334.53	4,042,880.00	86,454.53	4,129,334.53
Other personnel	7,107,440.18	6,878,295.70	229,144.48	7,107,440.18
Benefits	42,905,202.28	42,430,661.38	474,540.90	42,905,202.28
Utilities	5,430,227.00	5,430,227.00	-	5,430,227.00
Capital outlay	2,691,308.37	2,704,549.37	(13,241.00)	2,691,308.37
Travel	1,520,824.82	1,549,501.89	(28,677.07)	1,520,824.82
Supplies and services	16,976,331.35	16,761,060.39	215,270.96	16,976,331.35
Other	8,011,707.50	9,299,549.89	(1,287,842.39)	8,011,707.50
Bad debt expense	1,287,500.00	1,287,500.00	-	1,287,500.00
Supplies and services	30,487,672.04	31,602,161.54	(1,114,489.50)	30,487,672.04
Total Operating Expenses	189,545,842.01	188,692,336.55	853,505.46	189,545,842.01
Operating Income (Loss)	(69,972,647.51)	(72,709,848.94)	2,737,201.43	(70,872,571.51)
Other Non-operating Revenues (Expenses)				
State appropriations	68,386,536.00	74,230,543.00	(5,844,007.00)	74,181,540.00
Gifts	811,256.00	828,000.00	(16,744.00)	811,256.00
Investment income	2,171,983.00	1,971,580.00	200,403.00	2,171,983.00
Other non-operating revenue (expense)	30,000.00	30,000.00	-	30,000.00
Other Non-operating Revenues (Expenses)	71,399,775.00	77,060,123.00	(5,660,348.00)	77,194,779.00
Debt Service Transfers				
Capital Lease - Utility Improvements	(644,279.00)	(644,390.00)	111.00	(644,279.00)
2010 Issue - Academic buildings	(850,155.00)	(853,640.00)	3,485.00	(850,155.00)
Debt Service Transfers	(1,494,434.00)	(1,498,030.00)	3,596.00	(1,494,434.00)
Operating Transfers				
Operating - Hammons Student Center/Plaster Sports Complex	(218,782.00)	(218,782.00)	-	(218,782.00)
Operating - Intercollegiate Athletics	(7,717,338.00)	(7,873,338.00)	156,000.00	(7,717,338.00)
Operating - Broadcast Services	(486,595.00)	(486,595.00)	-	(486,595.00)
Operating - JK Hammons Hall for the Performing Arts	(355,000.00)	(355,000.00)	-	(355,000.00)
Operating - Printing Services	(10,700.00)	(10,700.00)	-	(10,700.00)
Bookstore - Operating Budget Suppl	300,000.00	300,000.00	-	300,000.00
Bookstore - Operating Indirect Cost	938,753.00	1,305,380.00	(366,627.00)	938,753.00
Residence Life - Operating Indirect Cost	2,329,114.00	1,894,487.00	434,627.00	2,329,114.00
Plaster Student Union - Operating Indirect Cost	220,779.00	220,779.00	-	220,779.00
Plaster Student Union - Operating Volunteer Programs	66,677.00	66,677.00	-	66,677.00
Procurement Card Rebate - Operating Indirect Cost	200,000.00	-	200,000.00	200,000.00
Health & Wellness Center - Operating Indirect Cost	491,941.00	442,545.00	49,396.00	491,941.00
Transit - Operating Indirect Cost	79,317.00	69,114.00	10,203.00	79,317.00
Transfer from Auxiliaries - Recharge	20,000.00	20,000.00	-	20,000.00
Operating Transfers	(4,141,834.00)	(4,625,433.00)	483,599.00	(4,141,834.00)
Net Non-operating Revenues	65,763,507.00	70,936,660.00	(5,173,153.00)	71,558,511.00
Increase (Decrease) in Net Position	(4,209,140.51)	(1,773,188.94)	(2,435,951.57)	685,939.49
Non-Recurring Allocations included in FY19 Budget	2,706,445.00	1,773,360.00	933,085.00	2,706,445.00
Increase (Decrease) in Net Position excluding non-recurring	\$ (1,502,695.51)	\$ 171.06	\$ (1,502,866.57)	\$ 3,392,384.49

Missouri State University
 Operating Budget
 Operating Funds by Cost Center
 For the Year Ending June 30, 2019

	Revenue	President	Provost	Internal Audit	Chief Financial Officer	Vice President Administrative Services	Vice President Research and Economic Development	Vice President Student Affairs	Vice President University Advancement	Vice President Marketing and Communications	CIO Information Services	University Wide	Scholarships	Non-Recurring Funds	FY19	FY18	Change	
Operating Revenue																		Operating Revenue
Tuition and fees	\$ 144,594,937.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 144,594,937.50	\$ 138,758,719.50	\$ 5,836,218.00	Tuition and fees
Scholarships and fellowships	(386,612.00)	(617,410.00)	(462,052.00)	-	-	-	-	-	-	-	-	-	(25,443,993.00)	-	(26,910,067.00)	(24,670,450.89)	(2,239,616.11)	Scholarships and fellowships
Grants and contracts	150,000.00	-	-	-	-	-	-	-	-	-	-	-	-	-	150,000.00	150,000.00	-	Grants and contracts
Sales and services of educational services	82,600.00	-	-	-	-	-	-	-	11,000.00	-	59,167.00	-	-	-	152,767.00	152,767.00	-	Sales and services of educational services
Sales and services - auxiliaries	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Sales and services - auxiliaries
Other revenues	1,585,557.00	-	-	-	-	-	-	-	-	-	-	-	-	-	1,585,557.00	1,591,452.00	(5,895.00)	Other revenues
Total Operating Revenue	146,026,482.50	(617,410.00)	(462,052.00)	-	-	-	-	-	11,000.00	-	59,167.00	-	(25,443,993.00)	-	119,573,194.50	115,982,487.61	3,590,706.89	Total Operating Revenue
Operating Expenses																		Operating Expenses
Faculty and Staff Salaries	-	3,727,397.32	76,716,623.56	245,657.00	2,384,109.68	7,695,026.83	1,503,446.89	4,674,818.73	1,974,104.50	1,204,684.00	3,489,432.00	-	-	-	103,615,300.51	102,350,990.93	1,264,309.58	Faculty and Staff Salaries
Part-time help	-	6,363.00	651,334.00	28,500.00	50,242.00	170,724.22	10,550.00	190,811.00	10,621.00	155.08	43,783.00	-	-	-	1,163,083.30	956,022.35	207,060.95	Part-time help
Student help	-	3,500.00	866,613.00	-	17,352.00	125,878.00	46,602.00	399,134.35	112,371.00	15,165.00	119,340.00	-	-	-	1,705,955.35	1,742,551.35	(36,596.00)	Student help
Overtime	-	-	9,231.00	-	-	78,182.00	-	8,315.00	5,705.00	-	7,634.00	-	-	-	109,067.00	136,842.00	(27,775.00)	Overtime
Graduate Assistants	-	71,585.00	3,630,447.00	-	41,014.00	24,283.00	100,659.00	229,444.00	21,239.53	10,663.00	-	-	-	-	4,129,334.53	4,042,880.00	86,454.53	Graduate Assistants
Other personnel	-	81,448.00	5,157,625.00	28,500.00	108,608.00	399,067.22	157,811.00	827,704.35	149,936.53	25,983.08	170,757.00	-	-	-	7,107,440.18	6,878,295.70	229,144.48	Other personnel
Benefits	-	711,847.10	27,430,879.29	96,796.61	878,279.19	2,813,647.03	552,292.04	1,724,056.36	717,869.39	442,027.69	1,278,932.58	366,075.00	5,892,500.00	-	42,905,202.28	42,430,661.38	474,540.90	Benefits
Utilities	-	-	25,771.00	-	-	9,200.00	-	-	-	-	-	5,395,256.00	-	-	5,430,227.00	5,430,227.00	-	Utilities
Capital outlay	-	12,898.00	2,432,444.90	-	-	20,000.00	123,059.47	10,000.00	8,400.00	-	84,506.00	-	-	-	2,691,308.37	2,704,549.37	(13,241.00)	Capital outlay
Travel	-	111,480.00	1,043,860.61	1,325.00	21,170.00	54,658.00	70,605.25	73,415.00	46,649.27	15,893.69	29,350.00	52,418.00	-	-	1,520,824.82	1,549,501.89	(28,677.07)	Travel
Supplies and services	-	1,975,410.00	5,361,648.87	5,226.00	184,559.00	2,346,455.33	137,227.56	1,058,999.00	241,667.88	109,443.71	426,600.00	5,129,094.00	-	-	16,976,331.35	16,761,060.39	215,270.96	Supplies and services
Other	-	438,191.00	2,510,934.34	765.00	30,681.00	372,851.08	50,941.51	161,530.00	241,969.57	51,398.00	37,056.00	3,845,342.00	-	270,048.00	8,011,707.50	9,299,549.89	(1,287,842.39)	Other
Bad debt expense	-	-	-	-	-	-	-	-	-	-	-	1,287,500.00	-	-	1,287,500.00	1,287,500.00	-	Bad debt expense
Supplies and services	-	2,537,979.00	11,348,888.72	7,316.00	236,410.00	2,793,964.41	381,833.79	1,303,944.00	538,686.72	176,735.40	577,512.00	10,314,354.00	-	270,048.00	30,487,672.04	31,602,161.54	(1,114,489.50)	Supplies and services
Total Operating Expenses	-	7,058,671.42	120,679,787.57	378,269.61	3,607,406.87	13,710,905.49	2,595,383.72	8,530,523.44	3,380,597.14	1,849,430.17	5,516,633.58	16,075,685.00	5,892,500.00	270,048.00	189,545,842.01	188,692,336.55	853,505.46	Total Operating Expenses
Operating Income (Loss)	146,026,482.50	(7,676,081.42)	(121,141,839.57)	(378,269.61)	(3,607,406.87)	(13,710,905.49)	(2,595,383.72)	(8,530,523.44)	(3,369,597.14)	(1,849,430.17)	(5,457,466.58)	(16,075,685.00)	(31,336,493.00)	(270,048.00)	(69,972,647.51)	(72,709,848.94)	2,737,201.43	Operating Income (Loss)
Other Non-operating Revenues (Expenses)																		Other Non-operating Revenues (Expenses)
State appropriations	68,386,536.00	-	-	-	-	-	-	-	-	-	-	-	-	-	68,386,536.00	74,230,543.00	(5,844,007.00)	State appropriations
Gifts	811,256.00	-	-	-	-	-	-	-	-	-	-	-	-	-	811,256.00	828,000.00	(16,744.00)	Gifts
Investment income	2,171,983.00	-	-	-	-	-	-	-	-	-	-	-	-	-	2,171,983.00	1,971,580.00	200,403.00	Investment income
Other non-operating revenue (expense)	30,000.00	-	-	-	-	-	-	-	-	-	-	-	-	-	30,000.00	30,000.00	-	Other non-operating revenue (expense)
Debt Service Transfers	-	-	-	-	-	-	-	-	-	-	-	(1,494,434.00)	-	-	(1,494,434.00)	(1,498,030.00)	3,596.00	Debt Service Transfers
Operating Transfers, net	-	-	-	-	-	20,000.00	-	-	-	-	-	(3,532,234.00)	-	(629,600.00)	(4,141,834.00)	(4,625,433.00)	483,599.00	Operating Transfers, net
Net Non-operating Revenues	71,399,775.00	-	-	-	-	20,000.00	-	-	-	-	-	(5,026,668.00)	-	(629,600.00)	65,763,507.00	70,936,660.00	(5,173,153.00)	Net Non-operating Revenues
Increase (Decrease) in Net Position	\$ 217,426,257.50	\$ (7,676,081.42)	\$ (121,141,839.57)	\$ (378,269.61)	\$ (3,607,406.87)	\$ (13,690,905.49)	\$ (2,595,383.72)	\$ (8,530,523.44)	\$ (3,369,597.14)	\$ (1,849,430.17)	\$ (5,457,466.58)	\$ (21,102,353.00)	\$ (31,336,493.00)	\$ (899,648.00)	\$ (4,209,140.51)	\$ (1,773,188.94)	\$ (2,435,951.57)	Increase (Decrease) in Net Position
Non-Recurring Allocations included in FY19 Budget															2,706,445.00	1,773,360.00	933,085.00	Non-Recurring Allocations included in FY19 Budget
Increase (Decrease) in Net Position excluding non-recurring															\$ (1,502,695.51)	\$ 171.06	\$ (1,502,866.57)	Increase (Decrease) in Net Position excluding non-recurring

Missouri State University
 Operating Budget
 Provost - Colleges
 For the Year Ending June 30, 2019

	Provost Office	College of Arts and Letters	College of Business Administration	College of Education	College of Health and Human Services	College of Humanities and Public Affairs	College of Natural and Applied Sciences	Graduate College	Library	College of Agriculture	FY19	FY18	Change	
Operating Revenue														Operating Revenue
Tuition and fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Tuition and fees
Scholarships and fellowships	(72,152.00)	(389,900.00)	-	-	-	-	-	-	-	-	(462,052.00)	(458,052.00)	(4,000.00)	Scholarships and fellowships
Grants and contracts	-	-	-	-	-	-	-	-	-	-	-	-	-	Grants and contracts
Sales and services of educational services	-	-	-	-	-	-	-	-	-	-	-	-	-	Sales and services of educational services
Sales and services - auxiliaries	-	-	-	-	-	-	-	-	-	-	-	-	-	Sales and services - auxiliaries
Other revenues	-	-	-	-	-	-	-	-	-	-	-	-	-	Other revenues
Total Operating Revenue	(72,152.00)	(389,900.00)	-	-	-	-	-	-	-	-	(462,052.00)	(458,052.00)	(4,000.00)	Total Operating Revenue
Operating Expenses														Operating Expenses
Faculty and Staff Salaries	5,194,891.68	13,382,129.46	13,776,459.59	6,538,716.45	12,662,034.32	8,082,986.46	11,133,921.60	659,982.36	2,654,957.54	2,630,544.10	76,716,623.56	77,222,668.96	(506,045.40)	Faculty and Staff Salaries
Part-time help	318,415.00	74,903.00	13,994.00	45,340.00	66,282.00	29,882.00	-	15,693.00	36,325.00	50,500.00	651,334.00	502,413.00	148,921.00	Part-time help
Student help	256,085.00	98,434.00	53,012.00	22,500.00	46,525.00	38,300.00	91,500.00	19,492.00	199,000.00	41,765.00	866,613.00	870,761.00	(4,148.00)	Student help
Overtime	731.00	-	5,000.00	-	-	1,500.00	-	-	2,000.00	-	9,231.00	9,231.00	-	Overtime
Graduate Assistants	348,484.00	693,067.00	412,284.00	151,958.00	448,733.00	292,695.00	978,765.00	139,550.00	19,457.00	145,454.00	3,630,447.00	3,592,247.00	38,200.00	Graduate Assistants
Other personnel	923,715.00	866,404.00	484,290.00	219,798.00	561,540.00	362,377.00	1,070,265.00	174,735.00	256,782.00	237,719.00	5,157,625.00	4,974,652.00	182,973.00	Other personnel
Benefits	1,838,033.52	4,712,825.35	4,916,751.46	2,306,558.88	4,540,098.62	2,900,063.10	4,039,325.69	238,080.45	984,751.88	954,390.34	27,430,879.29	27,153,991.45	276,887.84	Benefits
Utilities	11,000.00	-	-	-	-	-	1,745.00	-	-	13,026.00	25,771.00	19,771.00	6,000.00	Utilities
Capital outlay	513,457.90	86,375.00	34,216.00	-	61,228.00	-	10,000.00	37,500.00	1,689,668.00	-	2,432,444.90	2,439,655.90	(7,211.00)	Capital outlay
Travel	279,464.31	141,505.70	-	122,782.50	78,435.00	142,115.00	158,266.00	67,699.00	19,013.10	34,580.00	1,043,860.61	1,053,582.30	(9,721.69)	Travel
Supplies and services	1,565,902.87	561,361.00	330,856.00	320,299.00	407,443.00	250,561.00	642,512.00	133,969.00	941,595.00	207,150.00	5,361,648.87	5,336,343.81	25,305.06	Supplies and services
Other	1,674,457.39	174,778.95	137,277.00	82,844.00	96,960.00	54,233.00	30,327.00	203,761.00	22,483.00	33,813.00	2,510,934.34	2,516,234.29	(5,299.95)	Other
Bad debt expense	-	-	-	-	-	-	-	-	-	-	-	-	-	Bad debt expense
Supplies and services	4,033,282.47	964,020.65	502,349.00	525,925.50	644,066.00	446,909.00	841,105.00	442,929.00	2,672,759.10	275,543.00	11,348,888.72	11,345,816.30	3,072.42	Supplies and services
Total Operating Expenses	12,000,922.67	19,925,379.46	19,679,850.05	9,590,998.83	18,407,738.94	11,792,335.56	17,086,362.29	1,515,726.81	6,569,250.52	4,111,222.44	120,679,787.57	120,716,899.71	(37,112.14)	Total Operating Expenses
Operating Income (Loss)	(12,073,074.67)	(20,315,279.46)	(19,679,850.05)	(9,590,998.83)	(18,407,738.94)	(11,792,335.56)	(17,086,362.29)	(1,515,726.81)	(6,569,250.52)	(4,111,222.44)	(121,141,839.57)	(121,174,951.71)	33,112.14	Operating Income (Loss)
Other Non-operating Revenues (Expenses)														Other Non-operating Revenues (Expenses)
State appropriations	-	-	-	-	-	-	-	-	-	-	-	-	-	State appropriations
Gifts	-	-	-	-	-	-	-	-	-	-	-	-	-	Gifts
Investment income	-	-	-	-	-	-	-	-	-	-	-	-	-	Investment income
Other non-operating revenue (expense)	-	-	-	-	-	-	-	-	-	-	-	-	-	Other non-operating revenue (expense)
Debt Service Transfers	-	-	-	-	-	-	-	-	-	-	-	-	-	Debt Service Transfers
Operating Transfers, net	-	-	-	-	-	-	-	-	-	-	-	-	-	Operating Transfers, net
Net Non-operating Revenues	-	-	-	-	-	-	-	-	-	-	-	-	-	Net Non-operating Revenues
Increase (Decrease) in Net Position	\$ (12,073,074.67)	\$ (20,315,279.46)	\$ (19,679,850.05)	\$ (9,590,998.83)	\$ (18,407,738.94)	\$ (11,792,335.56)	\$ (17,086,362.29)	\$ (1,515,726.81)	\$ (6,569,250.52)	\$ (4,111,222.44)	\$ (121,141,839.57)	\$ (121,174,951.71)	\$ 33,112.14	Increase (Decrease) in Net Position

Missouri State University
Operating Budget
Non-Recurring Allocations
For the Year Ending June 30, 2019

	FY19	FY18	Change
Non-Recurring Allocations			
Insurance Premiums - FY10 Retirees	\$ 3,346.00	\$ 3,625.00	\$ (279.00)
COAL - Diversity Hire - 3rd of 3	19,366.00	19,290.00	76.00
COE - Diversity Hire - 3rd of 3	20,961.00	20,878.00	83.00
COAL - Diversity Hire - 3rd of 3	-	28,594.00	(28,594.00)
Glenstone Rental	78,053.00	468,318.00	(390,265.00)
COAL - Diversity Hire - 3rd of 3	23,239.00	23,148.00	91.00
COB - Diversity Hire - 3rd of 3	56,959.00	56,734.00	225.00
CNAS - Diversity Hire - 3rd of 3	25,518.00	25,417.00	101.00
COAL - Diversity Hire - 3rd of 3	18,227.00	18,155.00	72.00
COAL - Diversity Hire - 3rd of 3	24,379.00	23,601.00	778.00
Total Budgeted Non-Recurring Allocations	270,048.00	687,760.00	(417,712.00)
Cost Center Non-Recurring Budget Allocations			
Previous President/Provost Reclassifications	-	300,000.00	(300,000.00)
One-Time Retention Payment	1,806,797.00	-	1,806,797.00
Athletics Transfer*	629,600.00	785,600.00	(156,000.00)
Total Cost Center Non-Recurring Budget Allocations	2,436,397.00	1,085,600.00	1,350,797.00
Total Non-Recurring Allocations for FY19	<u>\$ 2,706,445.00</u>	<u>\$ 1,773,360.00</u>	<u>\$ 933,085.00</u>

*In FY16 the President's Enhancement Fund transferred \$1,886,200 to Athletics.



**Missouri
State**TM

U N I V E R S I T Y

DESIGNATED FUNDS

YEAR ENDING JUNE 30, 2019

Missouri State University
 Operating Budget
 Designated Funds
 For the Year Ending June 30, 2019

	Designated, Institutional Research, Match	Income and Service Centers Fund	Self Insurance Fund	Dedicated Fees	Broadcast Services	Defense and Strategic Studies	Greenwood Laboratory School	Jordan Valley Innovation Center	Journagan Ranch	Juanita K. Hammons Hall Performing Arts	FY19	FY18	Change	FY19 General Assembly	
Operating Revenue															Operating Revenue
Tuition and fees	\$ 468,855.00	\$ 2,420,815.00	\$ -	\$ 3,797,900.00	\$ -	\$ 741,374.00	\$ -	\$ -	\$ -	\$ 36,000.00	\$ 7,464,944.00	\$ 7,426,493.00	\$ 38,451.00	\$ 7,464,944.00	Tuition and fees
Scholarships and fellowships	-	-	-	(80,000.00)	-	(116,000.00)	(16,500.00)	-	-	-	(212,500.00)	(212,500.00)	-	(212,500.00)	Scholarships and fellowships
Grants and contracts	-	-	-	-	920,000.00	-	-	120,000.00	-	5,000.00	1,045,000.00	1,207,261.00	(162,261.00)	1,045,000.00	Grants and contracts
Sales and services of educational services	1,627,071.00	4,042,881.00	-	-	621,600.00	-	2,410,960.00	481,949.00	675,000.00	620,000.00	10,479,461.00	10,388,621.00	90,840.00	10,479,461.00	Sales and services of educational services
Sales and services - auxiliaries	-	-	-	-	-	-	5,000.00	-	-	-	5,000.00	5,000.00	-	5,000.00	Sales and services - auxiliaries
Other revenues	-	5,600.00	30,000.00	-	103,000.00	-	-	-	-	-	138,600.00	150,600.00	(12,000.00)	138,600.00	Other revenues
Total Operating Revenue	2,095,926.00	6,469,296.00	30,000.00	3,717,900.00	1,644,600.00	625,374.00	2,399,460.00	601,949.00	675,000.00	661,000.00	18,920,505.00	18,965,475.00	(44,970.00)	18,920,505.00	Total Operating Revenue
Operating Expenses															Operating Expenses
Faculty and Staff Salaries	1,225,317.09	2,136,753.00	55,000.00	171,552.00	1,192,247.64	518,347.00	1,230,545.00	338,802.64	120,870.00	537,074.00	7,526,508.37	7,469,016.63	57,491.74	7,526,508.37	Faculty and Staff Salaries
Part-time help	62,860.00	128,000.00	3,000.00	-	70,362.00	86,602.00	251,000.00	9,880.00	-	19,000.00	630,704.00	586,244.00	44,460.00	630,704.00	Part-time help
Student help	16,900.00	115,000.00	5,000.00	546,670.00	30,200.00	3,061.00	39,000.00	-	-	95,000.00	850,831.00	729,831.00	121,000.00	850,831.00	Student help
Overtime	-	-	-	2,006.00	16,000.00	350.00	-	-	-	-	18,356.00	18,356.00	6.00	18,356.00	Overtime
Graduate Assistants	41,667.00	-	10,012.00	10,970.00	10,000.00	54,575.00	-	-	-	7,815.00	135,039.00	209,606.00	(74,567.00)	135,039.00	Graduate Assistants
Other personnel	121,427.00	243,000.00	18,012.00	559,646.00	126,562.00	144,588.00	290,000.00	9,880.00	-	121,815.00	1,634,930.00	1,544,031.00	90,899.00	1,634,930.00	Other personnel
Benefits	422,545.18	799,457.89	26,914.50	62,959.58	442,937.59	125,501.97	557,811.50	125,096.39	44,359.29	198,559.67	2,806,143.56	2,784,180.93	21,962.63	2,806,143.56	Benefits
Utilities	-	-	-	-	-	-	-	204,000.00	2,500.00	174,113.00	380,613.00	380,639.00	(26.00)	380,613.00	Utilities
Capital outlay	-	123,000.00	18,720.00	256,200.00	-	-	-	-	-	-	397,920.00	394,030.00	3,890.00	397,920.00	Capital outlay
Travel	80,251.00	60,000.00	4,703.00	-	-	1,000.00	21,800.00	-	15,000.00	3,500.00	186,254.00	167,455.00	18,799.00	186,254.00	Travel
Supplies and services	179,645.00	1,809,000.00	45,000.00	1,054,223.00	-	35,525.00	105,919.00	57,195.00	436,000.00	169,943.00	3,892,450.00	3,893,905.00	(1,455.00)	3,892,450.00	Supplies and services
Other	119,609.75	59,131.00	36,650.00	1,552,376.88	1,903,555.00	56,443.00	30,285.00	70,975.00	43,000.00	28,628.00	3,900,653.63	4,147,317.64	(246,664.01)	3,900,653.63	Other
Bad debt expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Bad debt expense
Supplies and services	379,505.75	2,051,131.00	105,073.00	2,862,799.88	1,903,555.00	92,968.00	158,004.00	128,170.00	494,000.00	202,071.00	8,377,277.63	8,602,707.64	(225,430.01)	8,377,277.63	Supplies and services
Total Operating Expenses	2,148,795.02	5,230,341.89	204,999.50	3,656,957.46	3,665,302.23	881,404.97	2,236,360.50	805,949.03	661,729.29	1,233,632.67	20,725,472.56	20,780,575.20	(55,102.64)	20,725,472.56	Total Operating Expenses
Operating Income (Loss)	(52,869.02)	1,238,954.11	(174,999.50)	60,942.54	(2,020,702.23)	(256,030.97)	163,099.50	(204,000.03)	13,270.71	(572,632.67)	(1,804,967.56)	(1,815,100.20)	10,132.64	(1,804,967.56)	Operating Income (Loss)
Other Non-operating Revenues (Expenses)															Other Non-operating Revenues (Expenses)
State appropriations	800,245.00	-	-	-	-	91,031.00	-	-	-	-	891,276.00	891,276.00	-	1,473,276.00	State appropriations
Gifts	-	-	-	-	1,534,107.00	165,000.00	8,400.00	-	-	60,000.00	1,767,507.00	1,788,693.00	(21,186.00)	1,767,507.00	Gifts
Investment income	-	-	-	684.00	-	-	-	-	-	5,000.00	5,684.00	5,684.00	-	5,684.00	Investment income
Other non-operating revenue (expense)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	Other non-operating revenue (expense)
Debt Service Transfers	(1,112,148.00)	(995,140.00)	-	-	-	-	-	-	-	-	(2,107,288.00)	(2,105,900.72)	(1,387.28)	(2,107,288.00)	Debt Service Transfers
Operating Transfers, net	434,000.00	10,700.00	-	(38,942.00)	486,595.00	-	-	204,000.00	-	410,000.00	1,506,353.00	1,588,871.20	(82,518.20)	924,353.00	Operating Transfers, net
Net Non-operating Revenues	122,097.00	(984,440.00)	-	(38,258.00)	2,020,702.00	256,031.00	8,400.00	204,000.00	-	475,000.00	2,063,532.00	2,168,623.48	(105,091.48)	2,063,532.00	Net Non-operating Revenues
Increase (Decrease) in Net Position	\$ 69,227.98	\$ 254,514.11	\$ (174,999.50)	\$ 22,684.54	\$ (0.23)	\$ 0.03	\$ 171,499.50	\$ (0.03)	\$ 13,270.71	\$ (97,632.67)	\$ 258,564.44	\$ 353,523.28	\$ (94,958.84)	\$ 258,564.44	Increase (Decrease) in Net Position

Missouri State University
Operating Budget
Dedicated Student Fees
For the Year Ending June 30, 2019

	Student Computer User	Student Security	Student Involvement	Student Government Association	Wyrick Student Project	Student Initiative Fund	Student Sustainability	Hutchens/SGA Centennial Leaders Scholarship	FY19	FY18	Change	
Operating Revenue												Operating Revenue
Tuition and fees	\$ 2,214,000.00	\$ 192,000.00	\$ 880,000.00	\$ 35,400.00	\$ 114,000.00	\$ 106,300.00	\$ 142,200.00	\$ 114,000.00	\$ 3,797,900.00	\$ 3,830,099.00	\$ (32,199.00)	Tuition and fees
Scholarships and fellowships	-	-	-	-	-	-	-	(80,000.00)	(80,000.00)	(80,000.00)	-	Scholarships and fellowships
Grants and contracts	-	-	-	-	-	-	-	-	-	-	-	Grants and contracts
Sales and services of educational services	-	-	-	-	-	-	-	-	-	-	-	Sales and services of educational services
Sales and services - auxiliaries	-	-	-	-	-	-	-	-	-	-	-	Sales and services - auxiliaries
Other revenues	-	-	-	-	-	-	-	-	-	-	-	Other revenues
Total Operating Revenue	<u>2,214,000.00</u>	<u>192,000.00</u>	<u>880,000.00</u>	<u>35,400.00</u>	<u>114,000.00</u>	<u>106,300.00</u>	<u>142,200.00</u>	<u>34,000.00</u>	<u>3,717,900.00</u>	<u>3,750,099.00</u>	<u>(32,199.00)</u>	Total Operating Revenue
Operating Expenses												Operating Expenses
Faculty and Staff Salaries	84,004.00	87,548.00	-	-	-	-	-	-	171,552.00	172,044.00	(492.00)	Faculty and Staff Salaries
Part-time help	-	-	-	-	-	-	-	-	-	-	-	Part-time help
Student help	546,670.00	-	-	-	-	-	-	-	546,670.00	403,770.00	142,900.00	Student help
Overtime	2,006.00	-	-	-	-	-	-	-	2,006.00	2,000.00	6.00	Overtime
Graduate Assistants	10,970.00	-	-	-	-	-	-	-	10,970.00	76,765.00	(65,795.00)	Graduate Assistants
Other personnel	559,646.00	-	-	-	-	-	-	-	559,646.00	482,535.00	77,111.00	Other personnel
Benefits	30,829.47	32,130.11	-	-	-	-	-	-	62,959.58	101,211.11	(38,251.53)	Benefits
Utilities	-	-	-	-	-	-	-	-	-	-	-	Utilities
Capital outlay	-	-	-	-	114,000.00	-	142,200.00	-	256,200.00	265,310.00	(9,110.00)	Capital outlay
Travel	-	-	-	-	-	-	-	-	-	-	-	Travel
Supplies and services	1,042,223.00	-	-	-	-	-	-	12,000.00	1,054,223.00	1,019,365.00	34,858.00	Supplies and services
Other	497,297.00	72,321.88	841,058.00	35,400.00	-	106,300.00	-	-	1,552,376.88	1,647,691.89	(95,315.01)	Other
Bad debt expense	-	-	-	-	-	-	-	-	-	-	-	Bad debt expense
Supplies and services	1,539,520.00	72,321.88	841,058.00	35,400.00	114,000.00	106,300.00	142,200.00	12,000.00	2,862,799.88	2,932,366.89	(69,567.01)	Supplies and services
Total Operating Expenses	<u>2,213,999.47</u>	<u>191,999.99</u>	<u>841,058.00</u>	<u>35,400.00</u>	<u>114,000.00</u>	<u>106,300.00</u>	<u>142,200.00</u>	<u>12,000.00</u>	<u>3,656,957.46</u>	<u>3,688,157.00</u>	<u>(31,199.54)</u>	Total Operating Expenses
Operating Income (Loss)	<u>0.53</u>	<u>0.01</u>	<u>38,942.00</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>22,000.00</u>	<u>60,942.54</u>	<u>61,942.00</u>	<u>(999.46)</u>	Operating Income (Loss)
Other Non-operating Revenues (Expenses)												Other Non-operating Revenues (Expenses)
State appropriations	-	-	-	-	-	-	-	-	-	-	-	State appropriations
Gifts	-	-	-	-	-	-	-	-	-	45,000.00	(45,000.00)	Gifts
Investment income	-	-	-	-	-	-	-	684.00	684.00	684.00	-	Investment income
Other non-operating revenue (expense)	-	-	-	-	-	-	-	-	-	-	-	Other non-operating revenue (expense)
Debt Service Transfers	-	-	-	-	-	-	-	-	-	-	-	Debt Service Transfers
Operating Transfers, net	-	-	(38,942.00)	-	-	-	-	-	(38,942.00)	(38,942.00)	-	Operating Transfers, net
Net Non-operating Revenues	<u>-</u>	<u>-</u>	<u>(38,942.00)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>684.00</u>	<u>(38,258.00)</u>	<u>6,742.00</u>	<u>(45,000.00)</u>	Net Non-operating Revenues
Increase (Decrease) in Net Position	<u>\$ 0.53</u>	<u>\$ 0.01</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 22,684.00</u>	<u>\$ 22,684.54</u>	<u>\$ 68,684.00</u>	<u>\$ (45,999.46)</u>	Increase (Decrease) in Net Position

Missouri State University
Operating Budget
Broadcast Services
For the Year Ending June 30, 2019

	<u>FY19</u>	<u>FY18</u>	<u>Change</u>
Operating Revenue			
Tuition and fees	\$ -	\$ -	\$ -
Scholarships and fellowships	-	-	-
Grants and contracts	920,000.00	1,019,261.00	(99,261.00)
Sales and services of educational services	621,600.00	641,000.00	(19,400.00)
Other revenues	<u>103,000.00</u>	<u>115,000.00</u>	<u>(12,000.00)</u>
Total Operating Revenue	<u>1,644,600.00</u>	<u>1,775,261.00</u>	<u>(130,661.00)</u>
Operating Expenses			
Faculty and Staff Salaries	<u>1,192,247.64</u>	<u>1,211,825.64</u>	<u>(19,578.00)</u>
Part-time help	70,362.00	53,362.00	17,000.00
Student help	30,200.00	22,500.00	7,700.00
Overtime	16,000.00	16,000.00	-
Graduate Assistants	<u>10,000.00</u>	<u>10,000.00</u>	<u>-</u>
Other personnel	<u>126,562.00</u>	<u>101,862.00</u>	<u>24,700.00</u>
Benefits	<u>442,937.59</u>	<u>442,278.36</u>	<u>659.23</u>
Utilities	<u>-</u>	<u>-</u>	<u>-</u>
Capital outlay	-	-	-
Travel	-	-	-
Supplies and services	-	-	-
Other	1,903,555.00	2,016,182.00	(112,627.00)
Bad debt expense	<u>-</u>	<u>-</u>	<u>-</u>
Supplies and services	<u>1,903,555.00</u>	<u>2,016,182.00</u>	<u>(112,627.00)</u>
Total Operating Expenses	<u>3,665,302.23</u>	<u>3,772,148.00</u>	<u>(106,845.77)</u>
Operating Income (Loss)	<u>(2,020,702.23)</u>	<u>(1,996,887.00)</u>	<u>(23,815.23)</u>
Other Non-operating Revenues (Expenses)			
State appropriations	-	-	-
Gifts	1,534,107.00	1,510,293.00	23,814.00
Investment income	-	-	-
Other non-operating revenue (expense)	-	-	-
Debt Service Transfers	-	-	-
Operating Transfers, net	<u>486,595.00</u>	<u>486,595.00</u>	<u>-</u>
Net Non-operating Revenues	<u>2,020,702.00</u>	<u>1,996,888.00</u>	<u>23,814.00</u>
Increase (Decrease) in Net Position	<u>\$ (0.23)</u>	<u>\$ 1.00</u>	<u>\$ (1.23)</u>

Missouri State University
Operating Budget
Defense & Strategic Studies
For the Year Ending June 30, 2019

	FY19	FY18	Change
Operating Revenue			
Tuition and fees	\$ 741,374.00	\$ 741,374.00	\$ -
Scholarships and fellowships	(116,000.00)	(116,000.00)	-
Grants and contracts	-	-	-
Sales and services of educational services	-	-	-
Sales and services - auxiliaries	-	-	-
Other revenues	-	-	-
Total Operating Revenue	625,374.00	625,374.00	-
Operating Expenses			
Faculty and Staff Salaries	502,747.00	502,747.00	-
Part-time help	86,602.00	86,602.00	-
Student help	3,061.00	3,061.00	-
Overtime	350.00	350.00	-
Graduate Assistants	54,575.00	54,575.00	-
Other personnel	144,588.00	144,588.00	-
Benefits	121,553.22	121,553.22	-
Utilities	-	-	-
Capital outlay	-	-	-
Travel	1,000.00	1,000.00	-
Supplies and services	35,525.00	35,525.00	-
Other	75,991.75	75,991.75	-
Bad debt expense	-	-	-
Supplies and services	112,516.75	112,516.75	-
Total Operating Expenses	881,404.97	881,404.97	-
Operating Income (Loss)	(256,030.97)	(256,030.97)	-
Other Non-operating Revenues (Expenses)			
State appropriations	91,031.00	91,031.00	-
Gifts	165,000.00	165,000.00	-
Investment income	-	-	-
Other non-operating revenue (expense)	-	-	-
Debt Service Transfers	-	-	-
Operating Transfers, net	-	-	-
Net Non-operating Revenues	256,031.00	256,031.00	-
Increase (Decrease) in Net Position	\$ 0.03	\$ 0.03	\$ -

Missouri State University
 Operating Budget
 Jordan Valley Innovation Center
 For the Year Ending June 30, 2019

	<u>FY19</u>	<u>FY18</u>	<u>Change</u>
Operating Revenue			
Tuition and fees	\$ -	\$ -	\$ -
Scholarships and fellowships	-	-	-
Grants and contracts	120,000.00	183,000.00	(63,000.00)
Sales and services of educational services	481,949.00	434,681.00	47,268.00
Sales and services - auxiliaries	-	-	-
Other revenues	-	-	-
Total Operating Revenue	<u>601,949.00</u>	<u>617,681.00</u>	<u>(15,732.00)</u>
Operating Expenses			
Faculty and Staff Salaries	<u>338,802.64</u>	<u>309,551.11</u>	<u>29,251.53</u>
Part-time help	9,880.00	9,880.00	-
Student help	-	-	-
Overtime	-	-	-
Graduate Assistants	-	-	-
Other personnel	<u>9,880.00</u>	<u>9,880.00</u>	<u>-</u>
Benefits	<u>125,096.39</u>	<u>112,689.52</u>	<u>12,406.87</u>
Utilities	<u>204,000.00</u>	<u>204,000.00</u>	<u>-</u>
Capital outlay	-	-	-
Travel	-	-	-
Supplies and services	57,195.00	86,438.00	(29,243.00)
Other	70,975.00	99,122.00	(28,147.00)
Bad debt expense	-	-	-
Supplies and services	<u>128,170.00</u>	<u>185,560.00</u>	<u>(57,390.00)</u>
Total Operating Expenses	<u>805,949.03</u>	<u>821,680.63</u>	<u>(15,731.60)</u>
Operating Income (Loss)	<u>(204,000.03)</u>	<u>(203,999.63)</u>	<u>(0.40)</u>
Other Non-operating Revenues (Expenses)			
State appropriations	-	-	-
Gifts	-	-	-
Investment income	-	-	-
Other non-operating revenue (expense)	-	-	-
Debt Service Transfers	-	-	-
Operating Transfers, net	<u>204,000.00</u>	<u>204,000.00</u>	<u>-</u>
Net Non-operating Revenues	<u>204,000.00</u>	<u>204,000.00</u>	<u>-</u>
Increase (Decrease) in Net Position	<u>\$ (0.03)</u>	<u>\$ 0.37</u>	<u>\$ (0.40)</u>

Missouri State University
Operating Budget
Juanita K Hammons Hall Performing Arts
For the Year Ending June 30, 2019

	<u>FY19</u>	<u>FY18</u>	<u>Change</u>
Operating Revenue			
Tuition and fees	\$ 36,000.00	\$ 35,350.00	\$ 650.00
Scholarships and fellowships	-	-	-
Grants and contracts	5,000.00	5,000.00	-
Sales and services of educational services	620,000.00	713,000.00	(93,000.00)
Sales and services - auxiliaries	-	-	-
Other revenues	-	-	-
Total Operating Revenue	<u>661,000.00</u>	<u>753,350.00</u>	<u>(92,350.00)</u>
Operating Expenses			
Faculty and Staff Salaries	<u>537,074.00</u>	<u>535,574.00</u>	<u>1,500.00</u>
Part-time help	19,000.00	19,000.00	-
Student help	95,000.00	95,000.00	-
Overtime	-	-	-
Graduate Assistants	<u>7,815.00</u>	<u>7,815.00</u>	<u>-</u>
Other personnel	<u>121,815.00</u>	<u>121,815.00</u>	<u>-</u>
Benefits	<u>198,559.67</u>	<u>195,117.05</u>	<u>3,442.62</u>
Utilities	<u>174,113.00</u>	<u>174,139.00</u>	<u>(26.00)</u>
Capital outlay	-	-	-
Travel	3,500.00	3,500.00	-
Supplies and services	169,943.00	169,367.00	576.00
Other	28,628.00	28,628.00	-
Bad debt expense	-	-	-
Supplies and services	<u>202,071.00</u>	<u>201,495.00</u>	<u>576.00</u>
Total Operating Expenses	<u>1,233,632.67</u>	<u>1,228,140.05</u>	<u>5,492.62</u>
Operating Income (Loss)	<u>(572,632.67)</u>	<u>(474,790.05)</u>	<u>(97,842.62)</u>
Other Non-operating Revenues (Expenses)			
State appropriations	-	-	-
Gifts	60,000.00	60,000.00	-
Investment income	5,000.00	5,000.00	-
Other non-operating revenue (expense)	-	-	-
Debt Service Transfers	-	-	-
Operating Transfers, net	<u>410,000.00</u>	<u>410,000.00</u>	<u>-</u>
Net Non-operating Revenues	<u>475,000.00</u>	<u>475,000.00</u>	<u>-</u>
Increase (Decrease) in Net Position	<u>\$ (97,632.67)</u>	<u>\$ 209.95</u>	<u>\$ (97,842.62)</u>



**Missouri
State**TM

U N I V E R S I T Y

AUXILIARY SYSTEM FUND

YEAR ENDING JUNE 30, 2019

Missouri State University
 Operating Budget
 Auxiliary Funds
 For the Year Ending June 30, 2019

	Bookstore	Residence Life	Plaster Student Union	Health & Wellness Center	Intercollegiate Athletics	Athletic Facilities	Transit	B.E.A.R. Fee	Bill R. Foster and Family Recreation Center	FY19	FY18	Change	
Operating Revenue													Operating Revenue
Tuition and fees	\$ -	\$ -	\$ 1,860,156.00	\$ 3,044,987.00	\$ 108,400.00	\$ 2,450,500.00	\$ 1,205,000.00	\$ 1,697,000.00	\$ 2,819,313.00	\$ 13,185,356.00	\$ 13,296,300.00	\$ (110,944.00)	Tuition and fees
Scholarships and fellowships	-	(816,162.00)	-	-	(4,586,432.00)	-	-	-	-	(5,402,594.00)	(5,255,078.00)	(147,516.00)	Scholarships and fellowships
Grants and contracts	-	-	-	-	-	-	-	-	-	-	-	-	Grants and contracts
Sales and services of educational services	-	-	-	-	(24,299.00)	-	-	-	-	(24,299.00)	-	(24,299.00)	Sales and services of educational services
Sales and services - auxiliaries	3,510,000.00	34,339,161.00	911,650.00	2,129,400.00	4,324,184.00	560,405.00	2,441,000.00	-	241,500.00	48,457,300.00	48,435,234.00	22,066.00	Sales and services - auxiliaries
Other revenues	-	328,185.52	7,900.00	-	-	14,000.00	16,000.00	-	241,375.00	607,460.52	618,229.00	(10,768.48)	Other revenues
Total Operating Revenue	3,510,000.00	33,851,184.52	2,779,706.00	5,174,387.00	(178,147.00)	3,024,905.00	3,662,000.00	1,697,000.00	3,302,188.00	56,823,223.52	57,094,685.00	(271,461.48)	Total Operating Revenue
Operating Expenses													Operating Expenses
Faculty and Staff Salaries	639,953.00	4,024,039.87	831,618.87	2,351,653.00	4,503,421.25	657,185.30	982,704.86	-	532,345.00	14,522,921.15	14,403,978.90	118,942.25	Faculty and Staff Salaries
Part-time help	100,000.00	114,855.00	36,000.00	93,453.00	283,991.00	30,900.00	53,576.00	-	22,000.00	734,775.00	858,246.00	(123,471.00)	Part-time help
Student help	550,000.00	870,774.00	173,480.00	82,000.00	94,755.00	201,367.00	19,250.00	-	455,500.00	2,447,126.00	2,573,138.00	(126,012.00)	Student help
Overtime	12,000.00	45,911.00	3,000.00	10,000.00	15,304.00	17,000.00	27,000.00	-	1,000.00	131,215.00	127,911.00	3,304.00	Overtime
Graduate Assistants	-	226,143.00	59,757.00	12,771.00	193,873.00	20,772.00	-	-	102,881.00	616,197.00	533,558.00	82,639.00	Graduate Assistants
Other personnel	662,000.00	1,257,683.00	272,237.00	198,224.00	587,923.00	270,039.00	99,826.00	-	581,381.00	3,929,313.00	4,092,853.00	(163,540.00)	Other personnel
Benefits	242,512.76	1,486,956.45	307,958.14	870,205.85	1,674,480.95	243,550.86	360,820.71	-	241,930.07	5,428,415.79	5,310,070.65	118,345.14	Benefits
Utilities	23,423.00	1,610,703.00	306,781.00	-	-	-	177,168.00	111,273.00	157,048.00	2,386,396.00	2,267,831.00	118,565.00	Utilities
Capital outlay	100,000.00	354,566.00	-	20,000.00	35,000.00	18,000.00	6,500.00	-	100,000.00	634,066.00	634,066.00	-	Capital outlay
Travel	15,000.00	76,400.00	22,100.00	11,000.00	1,779,645.00	2,700.00	33,200.00	-	16,200.00	1,956,245.00	1,867,601.00	88,644.00	Travel
Supplies and services	454,128.00	10,446,787.00	295,166.00	304,000.00	1,797,905.00	301,809.00	1,613,103.00	-	301,211.00	15,514,109.00	15,182,480.32	331,628.68	Supplies and services
Other	115,000.00	485,819.00	31,025.00	72,000.00	1,315,871.00	63,903.00	5,000.00	200,000.00	58,300.00	2,346,918.00	2,646,809.00	(299,891.00)	Other
Bad debt expense	150,000.00	332,991.00	-	30,000.00	-	-	-	-	-	512,991.00	380,000.00	132,991.00	Bad debt expense
Supplies and services	834,128.00	11,696,563.00	348,291.00	437,000.00	4,928,421.00	386,412.00	1,657,803.00	200,000.00	475,711.00	20,964,329.00	20,710,956.32	253,372.68	Supplies and services
Total Operating Expenses	2,402,016.76	20,075,945.32	2,066,886.01	3,857,082.85	11,694,246.20	1,557,187.16	3,278,322.57	311,273.00	1,988,415.07	47,231,374.94	46,785,689.87	445,685.07	Total Operating Expenses
Operating Income (Loss)	1,107,983.24	13,775,239.20	712,819.99	1,317,304.15	(11,872,393.20)	1,467,717.84	383,677.43	1,385,727.00	1,313,772.93	9,591,848.58	10,308,995.13	(717,146.55)	Operating Income (Loss)
Other Non-operating Revenues (Expenses)													Other Non-operating Revenues (Expenses)
State appropriations	-	-	-	-	-	-	-	-	-	-	-	-	State appropriations
Gifts	-	-	-	-	1,297,555.00	2,811,301.00	-	150,000.00	247,500.00	4,506,356.00	4,388,484.00	117,872.00	Gifts
Investment income	-	6,000.00	-	-	-	-	2,500.00	-	-	8,500.00	8,500.00	-	Investment income
Other non-operating revenue (expense)	-	-	-	-	-	-	-	-	-	-	-	-	Other non-operating revenue (expense)
Debt Service Transfers	(9,343.00)	(3,628,691.00)	(430,692.18)	(820,362.50)	-	(4,437,304.26)	(356,997.20)	(1,535,727.00)	(1,146,360.00)	(12,365,477.14)	(12,730,947.46)	365,470.32	Debt Service Transfers
Operating Transfers, net	(1,238,753.00)	(8,722,837.00)	(248,360.00)	(491,941.56)	10,574,838.00	158,782.00	18,183.00	-	-	49,911.44	633,357.00	(583,445.56)	Operating Transfers, net
Net Non-operating Revenues	(1,248,096.00)	(12,345,528.00)	(679,052.18)	(1,312,304.06)	11,872,393.00	(1,467,221.26)	(336,314.20)	(1,385,727.00)	(898,860.00)	(7,800,709.70)	(7,700,606.46)	(100,103.24)	Net Non-operating Revenues
Increase (Decrease) in Net Position	\$ (140,112.76)	\$ 1,429,711.20	\$ 33,767.81	\$ 5,000.09	\$ (0.20)	\$ 496.58	\$ 47,363.23	\$ -	\$ 414,912.93	\$ 1,791,138.88	\$ 2,608,388.67	\$ (817,249.79)	Increase (Decrease) in Net Position

Missouri State University
Operating Budget
Bookstore
For the Year Ending June 30, 2019

	<u>FY19</u>	<u>FY18</u>	<u>Change</u>
Operating Revenue			
Tuition and fees	\$ -	\$ -	\$ -
Scholarships and fellowships	-	-	-
Grants and contracts	-	-	-
Sales and services of educational services	-	-	-
Sales and services - auxiliaries	3,510,000.00	4,117,500.00	(607,500.00)
Other revenues	-	-	-
Total Operating Revenue	<u>3,510,000.00</u>	<u>4,117,500.00</u>	<u>(607,500.00)</u>
Operating Expenses			
Faculty and Staff Salaries	639,953.00	641,024.00	(1,071.00)
Part-time help	100,000.00	55,000.00	45,000.00
Student help	550,000.00	600,000.00	(50,000.00)
Overtime	12,000.00	12,000.00	-
Graduate Assistants	-	-	-
Other personnel	662,000.00	667,000.00	(5,000.00)
Benefits	242,512.76	236,001.81	6,510.95
Utilities	23,423.00	28,458.00	(5,035.00)
Capital outlay	100,000.00	100,000.00	-
Travel	15,000.00	15,000.00	-
Supplies and services	454,128.00	484,032.00	(29,904.00)
Other	115,000.00	150,000.00	(35,000.00)
Bad debt expense	150,000.00	150,000.00	-
Supplies and services	834,128.00	899,032.00	(64,904.00)
Total Operating Expenses	<u>2,402,016.76</u>	<u>2,471,515.81</u>	<u>(69,499.05)</u>
Operating Income (Loss)	<u>1,107,983.24</u>	<u>1,645,984.19</u>	<u>(538,000.95)</u>
Other Non-operating Revenues (Expenses)			
State appropriations	-	-	-
Gifts	-	-	-
Investment income	-	-	-
Other non-operating revenue (expense)	-	-	-
Debt Service Transfers	(9,343.00)	(9,343.00)	-
Operating Transfers, net	(1,238,753.00)	(1,605,380.00)	366,627.00
Net Non-operating Revenues	<u>(1,248,096.00)</u>	<u>(1,614,723.00)</u>	<u>366,627.00</u>
Increase (Decrease) in Net Position	<u>\$ (140,112.76)</u>	<u>\$ 31,261.19</u>	<u>\$ (171,373.95)</u>

Missouri State University
Operating Budget
Residence Life
For the Year Ending June 30, 2019

	<u>FY19</u>	<u>FY18</u>	<u>Change</u>
Operating Revenue			
Tuition and fees	\$ -	\$ -	\$ -
Scholarships and fellowships	(816,162.00)	(816,162.00)	-
Grants and contracts	-	-	-
Sales and services of educational services	-	-	-
Sales and services - auxiliaries	34,339,161.00	34,313,701.00	25,460.00
Other revenues	328,185.52	331,643.00	(3,457.48)
Total Operating Revenue	<u>33,851,184.52</u>	<u>33,829,182.00</u>	<u>22,002.52</u>
Operating Expenses			
Faculty and Staff Salaries	4,024,039.87	3,999,296.87	24,743.00
Part-time help	114,855.00	114,855.00	-
Student help	870,774.00	870,774.00	-
Overtime	45,911.00	45,911.00	-
Graduate Assistants	226,143.00	226,143.00	-
Other personnel	1,257,683.00	1,257,683.00	-
Benefits	1,486,956.45	1,456,355.30	30,601.15
Utilities	1,610,703.00	1,475,440.00	135,263.00
Capital outlay	354,566.00	354,566.00	-
Travel	76,400.00	76,400.00	-
Supplies and services	10,446,787.00	10,445,214.00	1,573.00
Other	485,819.00	785,819.00	(300,000.00)
Bad debt expense	332,991.00	200,000.00	132,991.00
Supplies and services	11,696,563.00	11,861,999.00	(165,436.00)
Total Operating Expenses	<u>20,075,945.32</u>	<u>20,050,774.17</u>	<u>25,171.15</u>
Operating Income (Loss)	<u>13,775,239.20</u>	<u>13,778,407.83</u>	<u>(3,168.63)</u>
Other Non-operating Revenues (Expenses)			
State appropriations	-	-	-
Gifts	-	-	-
Investment income	6,000.00	6,000.00	-
Other non-operating revenue (expense)	-	-	-
Debt Service Transfers	(3,628,691.00)	(3,237,883.00)	(390,808.00)
Operating Transfers, net	(8,722,837.00)	(8,583,045.00)	(139,792.00)
Net Non-operating Revenues	<u>(12,345,528.00)</u>	<u>(11,814,928.00)</u>	<u>(530,600.00)</u>
Increase (Decrease) in Net Position	<u>\$ 1,429,711.20</u>	<u>\$ 1,963,479.83</u>	<u>\$ (533,768.63)</u>

Missouri State University
Operating Budget
Plaster Student Union
For the Year Ending June 30, 2019

	<u>FY19</u>	<u>FY18</u>	<u>Change</u>
Operating Revenue			
Tuition and fees	\$ 1,860,156.00	\$ 1,882,017.00	\$ (21,861.00)
Scholarships and fellowships	-	-	-
Grants and contracts	-	-	-
Sales and services of educational services	-	-	-
Sales and services - auxiliaries	911,650.00	895,150.00	16,500.00
Other revenues	7,900.00	7,900.00	-
Total Operating Revenue	<u>2,779,706.00</u>	<u>2,785,067.00</u>	<u>(5,361.00)</u>
Operating Expenses			
Faculty and Staff Salaries	<u>831,618.87</u>	<u>831,690.87</u>	<u>(72.00)</u>
Part-time help	36,000.00	36,000.00	-
Student help	173,480.00	173,480.00	-
Overtime	3,000.00	3,000.00	-
Graduate Assistants	<u>59,757.00</u>	<u>62,945.00</u>	<u>(3,188.00)</u>
Other personnel	<u>272,237.00</u>	<u>275,425.00</u>	<u>(3,188.00)</u>
Benefits	<u>307,958.14</u>	<u>303,493.44</u>	<u>4,464.70</u>
Utilities	<u>306,781.00</u>	<u>292,487.00</u>	<u>14,294.00</u>
Capital outlay	-	-	-
Travel	22,100.00	-	22,100.00
Supplies and services	295,166.00	324,590.00	(29,424.00)
Other	31,025.00	30,850.00	175.00
Bad debt expense	-	-	-
Supplies and services	<u>348,291.00</u>	<u>355,440.00</u>	<u>(7,149.00)</u>
Total Operating Expenses	<u>2,066,886.01</u>	<u>2,058,536.31</u>	<u>8,349.70</u>
Operating Income (Loss)	<u>712,819.99</u>	<u>726,530.69</u>	<u>(13,710.70)</u>
Other Non-operating Revenues (Expenses)			
State appropriations	-	-	-
Gifts	-	-	-
Investment income	-	-	-
Other non-operating revenue (expense)	-	-	-
Debt Service Transfers	(430,692.18)	(1,188,127.00)	757,434.82
Operating Transfers, net	<u>(248,360.00)</u>	<u>508,921.00</u>	<u>(757,281.00)</u>
Net Non-operating Revenues	<u>(679,052.18)</u>	<u>(679,206.00)</u>	<u>153.82</u>
Increase (Decrease) in Net Position	<u>\$ 33,767.81</u>	<u>\$ 47,324.69</u>	<u>\$ (13,556.88)</u>

Missouri State University
Operating Budget
Health & Wellness Center
For the Year Ending June 30, 2019

	<u>FY19</u>	<u>FY18</u>	<u>Change</u>
Operating Revenue			
Tuition and fees	\$ 3,044,987.00	\$ 3,099,383.00	\$ (54,396.00)
Scholarships and fellowships	-	-	-
Grants and contracts	-	-	-
Sales and services of educational services	-	-	-
Sales and services - auxiliaries	2,129,400.00	2,129,400.00	-
Other revenues	-	-	-
Total Operating Revenue	<u>5,174,387.00</u>	<u>5,228,783.00</u>	<u>(54,396.00)</u>
Operating Expenses			
Faculty and Staff Salaries	<u>2,351,653.00</u>	<u>2,311,224.00</u>	<u>40,429.00</u>
Part-time help	93,453.00	250,000.00	(156,547.00)
Student help	82,000.00	82,000.00	-
Overtime	10,000.00	10,000.00	-
Graduate Assistants	<u>12,771.00</u>	<u>12,771.00</u>	<u>-</u>
Other personnel	<u>198,224.00</u>	<u>354,771.00</u>	<u>(156,547.00)</u>
Benefits	<u>870,205.85</u>	<u>854,863.54</u>	<u>15,342.31</u>
Utilities	<u>-</u>	<u>-</u>	<u>-</u>
Capital outlay	20,000.00	20,000.00	-
Travel	11,000.00	11,000.00	-
Supplies and services	304,000.00	304,000.00	-
Other	72,000.00	72,000.00	-
Bad debt expense	<u>30,000.00</u>	<u>30,000.00</u>	<u>-</u>
Supplies and services	<u>437,000.00</u>	<u>437,000.00</u>	<u>-</u>
Total Operating Expenses	<u>3,857,082.85</u>	<u>3,957,858.54</u>	<u>(100,775.69)</u>
Operating Income (Loss)	<u>1,317,304.15</u>	<u>1,270,924.46</u>	<u>46,379.69</u>
Other Non-operating Revenues (Expenses)			
State appropriations	-	-	-
Gifts	-	-	-
Investment income	-	-	-
Other non-operating revenue (expense)	-	-	-
Debt Service Transfers	(820,362.50)	(821,767.00)	1,404.50
Operating Transfers, net	<u>(491,941.56)</u>	<u>(605,145.00)</u>	<u>113,203.44</u>
Net Non-operating Revenues	<u>(1,312,304.06)</u>	<u>(1,426,912.00)</u>	<u>114,607.94</u>
Increase (Decrease) in Net Position	<u>\$ 5,000.09</u>	<u>\$ (155,987.54)</u>	<u>\$ 160,987.63</u>

Missouri State University
Operating Budget
Intercollegiate Athletics
For the Year Ending June 30, 2019

	<u>FY19</u>	<u>FY18</u>	<u>Change</u>
Operating Revenue			
Tuition and fees	\$ 108,400.00	\$ 108,400.00	\$ -
Scholarships and fellowships	(4,586,432.00)	(4,438,916.00)	(147,516.00)
Grants and contracts	-	-	-
Sales and services of educational services	(24,299.00)	-	(24,299.00)
Sales and services - auxiliaries	4,324,184.00	3,815,678.00	508,506.00
Other revenues	-	-	-
Total Operating Revenue	<u>(178,147.00)</u>	<u>(514,838.00)</u>	<u>336,691.00</u>
Operating Expenses			
Faculty and Staff Salaries	4,503,421.25	4,461,480.00	41,941.25
Part-time help	283,991.00	295,915.00	(11,924.00)
Student help	94,755.00	164,067.00	(69,312.00)
Overtime	15,304.00	12,000.00	3,304.00
Graduate Assistants	193,873.00	114,051.00	79,822.00
Other personnel	587,923.00	586,033.00	1,890.00
Benefits	1,674,480.95	1,635,908.68	38,572.27
Utilities	-	-	-
Capital outlay	35,000.00	35,000.00	-
Travel	1,779,645.00	1,702,701.00	76,944.00
Supplies and services	1,797,905.00	1,689,623.32	108,281.68
Other	1,315,871.00	1,284,937.00	30,934.00
Bad debt expense	-	-	-
Supplies and services	4,928,421.00	4,712,261.32	216,159.68
Total Operating Expenses	<u>11,694,246.20</u>	<u>11,395,683.00</u>	<u>298,563.20</u>
Operating Income (Loss)	<u>(11,872,393.20)</u>	<u>(11,910,521.00)</u>	<u>38,127.80</u>
Other Non-operating Revenues (Expenses)			
State appropriations	-	-	-
Gifts	1,297,555.00	1,179,683.00	117,872.00
Investment income	-	-	-
Other non-operating revenue (expense)	-	-	-
Debt Service Transfers	-	-	-
Operating Transfers, net	10,574,838.00	10,730,838.00	(156,000.00)
Net Non-operating Revenues	<u>11,872,393.00</u>	<u>11,910,521.00</u>	<u>(38,128.00)</u>
Increase (Decrease) in Net Position	<u>\$ (0.20)</u>	<u>\$ -</u>	<u>\$ (0.20)</u>

Missouri State University
Operating Budget
Athletic Facilities
For the Year Ending June 30, 2019

	Plaster Sports Complex	Hammons Student Center	JQH Arena	FY19	FY18	Change	
Operating Revenue							Operating Revenue
Tuition and fees	\$ 335,000.00	\$ 1,640,000.00	\$ 475,500.00	\$ 2,450,500.00	\$ 2,450,500.00	\$ -	Tuition and fees
Scholarships and fellowships	-	-	-	-	-	-	Scholarships and fellowships
Grants and contracts	-	-	-	-	-	-	Grants and contracts
Sales and services of educational services	-	-	-	-	-	-	Sales and services of educational services
Sales and services - auxiliaries	37,000.00	21,000.00	502,405.00	560,405.00	557,305.00	3,100.00	Sales and services - auxiliaries
Other revenues	-	-	14,000.00	14,000.00	14,000.00	-	Other revenues
Total Operating Revenue	372,000.00	1,661,000.00	991,905.00	3,024,905.00	3,021,805.00	3,100.00	Total Operating Revenue
Operating Expenses							Operating Expenses
Faculty and Staff Salaries	26,520.00	377,220.00	253,445.30	657,185.30	655,414.30	1,771.00	Faculty and Staff Salaries
Part-time help	1,900.00	19,000.00	10,000.00	30,900.00	30,900.00	-	Part-time help
Student help	53,367.00	133,000.00	15,000.00	201,367.00	201,367.00	-	Student help
Overtime	1,000.00	8,000.00	8,000.00	17,000.00	17,000.00	-	Overtime
Graduate Assistants	-	10,258.00	10,514.00	20,772.00	20,772.00	-	Graduate Assistants
Other personnel	56,267.00	170,258.00	43,514.00	270,039.00	270,039.00	-	Other personnel
Benefits	9,878.19	139,893.24	93,779.43	243,550.86	239,361.65	4,189.21	Benefits
Utilities	-	-	-	-	-	-	Utilities
Capital outlay	-	18,000.00	-	18,000.00	18,000.00	-	Capital outlay
Travel	-	2,700.00	-	2,700.00	2,700.00	-	Travel
Supplies and services	60,356.00	144,202.00	97,251.00	301,809.00	303,309.00	(1,500.00)	Supplies and services
Other	18,000.00	19,903.00	26,000.00	63,903.00	63,903.00	-	Other
Bad debt expense	-	-	-	-	-	-	Bad debt expense
Supplies and services	78,356.00	184,805.00	123,251.00	386,412.00	387,912.00	(1,500.00)	Supplies and services
Total Operating Expenses	171,021.19	872,176.24	513,989.73	1,557,187.16	1,552,726.95	4,460.21	Total Operating Expenses
Operating Income (Loss)	200,978.81	788,823.76	477,915.27	1,467,717.84	1,469,078.05	(1,360.21)	Operating Income (Loss)
Other Non-operating Revenues (Expenses)							Other Non-operating Revenues (Expenses)
State appropriations	-	-	-	-	-	-	State appropriations
Gifts	-	-	2,811,301.00	2,811,301.00	2,811,301.00	-	Gifts
Investment income	-	-	-	-	-	-	Investment income
Other non-operating revenue (expense)	-	-	-	-	-	-	Other non-operating revenue (expense)
Debt Service Transfers	(148,574.14)	(427,598.86)	(3,861,131.26)	(4,437,304.26)	(4,436,504.26)	(800.00)	Debt Service Transfers
Operating Transfers, net	(52,000.00)	(361,218.00)	572,000.00	158,782.00	158,782.00	-	Operating Transfers, net
Net Non-operating Revenues	(200,574.14)	(788,816.86)	(477,830.26)	(1,467,221.26)	(1,466,421.26)	(800.00)	Net Non-operating Revenues
Increase (Decrease) in Net Position	\$ 404.67	\$ 6.90	\$ 85.01	\$ 496.58	\$ 2,656.79	\$ (2,160.21)	Increase (Decrease) in Net Position

Missouri State University
Operating Budget
Athletic Facilities-Plaster Sports Complex
For the Year Ending June 30, 2019

	<u>FY19</u>	<u>FY18</u>	<u>Change</u>
Operating Revenue			
Tuition and fees	\$ 335,000.00	\$ 335,000.00	\$ -
Scholarships and fellowships	-	-	-
Grants and contracts	-	-	-
Sales and services of educational services	-	-	-
Sales and services - auxiliaries	37,000.00	37,000.00	-
Other revenues	-	-	-
Total Operating Revenue	<u>372,000.00</u>	<u>372,000.00</u>	<u>-</u>
Operating Expenses			
Faculty and Staff Salaries	<u>26,520.00</u>	<u>26,520.00</u>	<u>-</u>
Part-time help	1,900.00	1,900.00	-
Student help	53,367.00	53,367.00	-
Overtime	1,000.00	1,000.00	-
Graduate Assistants	-	-	-
Other personnel	<u>56,267.00</u>	<u>56,267.00</u>	<u>-</u>
Benefits	<u>9,878.19</u>	<u>9,734.98</u>	<u>143.21</u>
Utilities	-	-	-
Capital outlay	-	-	-
Travel	-	-	-
Supplies and services	60,356.00	60,356.00	-
Other	18,000.00	18,000.00	-
Bad debt expense	-	-	-
Supplies and services	<u>78,356.00</u>	<u>78,356.00</u>	<u>-</u>
Total Operating Expenses	<u>171,021.19</u>	<u>170,877.98</u>	<u>143.21</u>
Operating Income (Loss)	<u>200,978.81</u>	<u>201,122.02</u>	<u>(143.21)</u>
Other Non-operating Revenues (Expenses)			
State appropriations	-	-	-
Gifts	-	-	-
Investment income	-	-	-
Other non-operating revenue (expense)	-	-	-
Debt Service Transfers	(148,574.14)	(148,574.14)	-
Operating Transfers, net	<u>(52,000.00)</u>	<u>(52,000.00)</u>	<u>-</u>
Net Non-operating Revenues	<u>(200,574.14)</u>	<u>(200,574.14)</u>	<u>-</u>
Increase (Decrease) in Net Position	<u>\$ 404.67</u>	<u>\$ 547.88</u>	<u>\$ (143.21)</u>

Missouri State University
 Operating Budget
 Athletic Facilities-Hammons Student Center
 For the Year Ending June 30, 2019

	<u>FY19</u>	<u>FY18</u>	<u>Change</u>
Operating Revenue			
Tuition and fees	\$ 1,640,000.00	\$ 1,640,000.00	\$ -
Scholarships and fellowships	-	-	-
Grants and contracts	-	-	-
Sales and services of educational services	-	-	-
Sales and services - auxiliaries	21,000.00	21,000.00	-
Other revenues	-	-	-
Total Operating Revenue	<u>1,661,000.00</u>	<u>1,661,000.00</u>	<u>-</u>
Operating Expenses			
Faculty and Staff Salaries	<u>377,220.00</u>	<u>376,132.88</u>	<u>1,087.12</u>
Part-time help	19,000.00	19,000.00	-
Student help	133,000.00	133,000.00	-
Overtime	8,000.00	8,000.00	-
Graduate Assistants	<u>10,258.00</u>	<u>10,258.00</u>	<u>-</u>
Other personnel	<u>170,258.00</u>	<u>170,258.00</u>	<u>-</u>
Benefits	<u>139,893.24</u>	<u>137,463.15</u>	<u>2,430.09</u>
Utilities	<u>-</u>	<u>-</u>	<u>-</u>
Capital outlay	18,000.00	18,000.00	-
Travel	2,700.00	2,700.00	-
Supplies and services	144,202.00	145,702.00	(1,500.00)
Other	19,903.00	19,903.00	-
Bad debt expense	<u>-</u>	<u>-</u>	<u>-</u>
Supplies and services	<u>184,805.00</u>	<u>186,305.00</u>	<u>(1,500.00)</u>
Total Operating Expenses	<u>872,176.24</u>	<u>870,159.03</u>	<u>2,017.21</u>
Operating Income (Loss)	<u>788,823.76</u>	<u>790,840.97</u>	<u>(2,017.21)</u>
Other Non-operating Revenues (Expenses)			
State appropriations	-	-	-
Gifts	-	-	-
Investment income	-	-	-
Other non-operating revenue (expense)	-	-	-
Debt Service Transfers	(427,598.86)	(427,598.86)	-
Operating Transfers, net	<u>(361,218.00)</u>	<u>(361,218.00)</u>	<u>-</u>
Net Non-operating Revenues	<u>(788,816.86)</u>	<u>(788,816.86)</u>	<u>-</u>
Increase (Decrease) in Net Position	<u>\$ 6.90</u>	<u>\$ 2,024.11</u>	<u>\$ (2,017.21)</u>

Missouri State University
Operating Budget
Athletic Facilities-JQH Arena
For the Year Ending June 30, 2019

	<u>FY19</u>	<u>FY18</u>	<u>Change</u>
Operating Revenue			
Tuition and fees	\$ 475,500.00	\$ 475,500.00	\$ -
Scholarships and fellowships	-	-	-
Grants and contracts	-	-	-
Sales and services of educational services	-	-	-
Sales and services - auxiliaries	502,405.00	499,305.00	3,100.00
Other revenues	14,000.00	14,000.00	-
Total Operating Revenue	<u>991,905.00</u>	<u>988,805.00</u>	<u>3,100.00</u>
Operating Expenses			
Faculty and Staff Salaries	<u>253,445.30</u>	<u>252,761.42</u>	<u>683.88</u>
Part-time help	10,000.00	10,000.00	-
Student help	15,000.00	15,000.00	-
Overtime	8,000.00	8,000.00	-
Graduate Assistants	<u>10,514.00</u>	<u>10,514.00</u>	<u>-</u>
Other personnel	<u>43,514.00</u>	<u>43,514.00</u>	<u>-</u>
Benefits	<u>93,779.43</u>	<u>92,163.52</u>	<u>1,615.91</u>
Utilities	<u>-</u>	<u>-</u>	<u>-</u>
Capital outlay	-	-	-
Travel	-	-	-
Supplies and services	97,251.00	97,251.00	-
Other	26,000.00	26,000.00	-
Bad debt expense	<u>-</u>	<u>-</u>	<u>-</u>
Supplies and services	<u>123,251.00</u>	<u>123,251.00</u>	<u>-</u>
Total Operating Expenses	<u>513,989.73</u>	<u>511,689.94</u>	<u>2,299.79</u>
Operating Income (Loss)	<u>477,915.27</u>	<u>477,115.06</u>	<u>800.21</u>
Other Non-operating Revenues (Expenses)			
State appropriations	-	-	-
Gifts	2,811,301.00	2,811,301.00	-
Investment income	-	-	-
Other non-operating revenue (expense)	-	-	-
Debt Service Transfers	(3,861,131.26)	(3,860,331.26)	(800.00)
Operating Transfers, net	<u>572,000.00</u>	<u>572,000.00</u>	<u>-</u>
Net Non-operating Revenues	<u>(477,830.26)</u>	<u>(477,030.26)</u>	<u>(800.00)</u>
Increase (Decrease) in Net Position	<u>\$ 85.01</u>	<u>\$ 84.80</u>	<u>\$ 0.21</u>

Missouri State University
Operating Budget
Transit
For the Year Ending June 30, 2019

	<u>FY19</u>	<u>FY18</u>	<u>Change</u>
Operating Revenue			
Tuition and fees	\$ 1,205,000.00	\$ 1,205,000.00	\$ -
Scholarships and fellowships	-	-	-
Grants and contracts	-	-	-
Sales and services of educational services	-	-	-
Sales and services - auxiliaries	2,441,000.00	2,367,000.00	74,000.00
Other revenues	16,000.00	16,000.00	-
Total Operating Revenue	<u>3,662,000.00</u>	<u>3,588,000.00</u>	<u>74,000.00</u>
Operating Expenses			
Faculty and Staff Salaries	982,704.86	969,076.86	13,628.00
Part-time help	53,576.00	53,576.00	-
Student help	19,250.00	19,250.00	-
Overtime	27,000.00	27,000.00	-
Graduate Assistants	-	-	-
Other personnel	99,826.00	99,826.00	-
Benefits	360,820.71	350,644.03	10,176.68
Utilities	177,168.00	177,168.00	-
Capital outlay	6,500.00	6,500.00	-
Travel	33,200.00	33,200.00	-
Supplies and services	1,613,103.00	1,348,561.00	264,542.00
Other	5,000.00	5,000.00	-
Bad debt expense	-	-	-
Supplies and services	1,657,803.00	1,393,261.00	264,542.00
Total Operating Expenses	<u>3,278,322.57</u>	<u>2,989,975.89</u>	<u>288,346.68</u>
Operating Income (Loss)	<u>383,677.43</u>	<u>598,024.11</u>	<u>(214,346.68)</u>
Other Non-operating Revenues (Expenses)			
State appropriations	-	-	-
Gifts	-	-	-
Investment income	2,500.00	2,500.00	-
Other non-operating revenue (expense)	-	-	-
Debt Service Transfers	(356,997.20)	(356,997.20)	-
Operating Transfers, net	18,183.00	28,386.00	(10,203.00)
Net Non-operating Revenues	<u>(336,314.20)</u>	<u>(326,111.20)</u>	<u>(10,203.00)</u>
Increase (Decrease) in Net Position	<u>\$ 47,363.23</u>	<u>\$ 271,912.91</u>	<u>\$ (224,549.68)</u>

Missouri State University
Operating Budget
Bill R Foster and Family Recreation Center
For the Year Ending June 30, 2019

	<u>FY19</u>	<u>FY18</u>	<u>Change</u>
Operating Revenue			
Tuition and fees	\$ 2,819,313.00	\$ 2,844,000.00	\$ (24,687.00)
Scholarships and fellowships	-	-	-
Grants and contracts	-	-	-
Sales and services of educational services	-	-	-
Sales and services - auxiliaries	241,500.00	239,500.00	2,000.00
Other revenues	241,375.00	248,686.00	(7,311.00)
Total Operating Revenue	<u>3,302,188.00</u>	<u>3,332,186.00</u>	<u>(29,998.00)</u>
Operating Expenses			
Faculty and Staff Salaries	532,345.00	534,772.00	(2,427.00)
Part-time help	22,000.00	22,000.00	-
Student help	455,500.00	462,200.00	(6,700.00)
Overtime	1,000.00	1,000.00	-
Graduate Assistants	102,881.00	96,876.00	6,005.00
Other personnel	581,381.00	582,076.00	(695.00)
Benefits	241,930.07	233,442.20	8,487.87
Utilities	157,048.00	173,005.00	(15,957.00)
Capital outlay	100,000.00	100,000.00	-
Travel	16,200.00	26,600.00	(10,400.00)
Supplies and services	301,211.00	283,151.00	18,060.00
Other	58,300.00	54,300.00	4,000.00
Bad debt expense	-	-	-
Supplies and services	475,711.00	464,051.00	11,660.00
Total Operating Expenses	<u>1,988,415.07</u>	<u>1,987,346.20</u>	<u>1,068.87</u>
Operating Income (Loss)	<u>1,313,772.93</u>	<u>1,344,839.80</u>	<u>(31,066.87)</u>
Other Non-operating Revenues (Expenses)			
State appropriations	-	-	-
Gifts	247,500.00	247,500.00	-
Investment income	-	-	-
Other non-operating revenue (expense)	-	-	-
Debt Service Transfers	(1,146,360.00)	(1,144,599.00)	(1,761.00)
Operating Transfers, net	-	-	-
Net Non-operating Revenues	<u>(898,860.00)</u>	<u>(897,099.00)</u>	<u>(1,761.00)</u>
Increase (Decrease) in Net Position	<u>\$ 414,912.93</u>	<u>\$ 447,740.80</u>	<u>\$ (32,827.87)</u>



**Missouri
State**TM

U N I V E R S I T Y

**WEST PLAINS CAMPUS
OPERATING & AUXILIARY**

YEAR ENDING JUNE 30, 2019

Missouri State University
 Operating Budget
 West Plains Funds
 For the Year Ending June 30, 2019

	West Plains Operating	West Plains Designated	West Plains Auxiliary	FY19	FY18	Change	FY19 General Assembly	
Operating Revenue								Operating Revenue
Tuition and fees	\$ 4,485,689.00	\$ -	\$ 75,250.00	\$ 4,560,939.00	\$ 4,696,939.00	\$ (136,000.00)	\$ 4,394,272.00	Tuition and fees
Scholarships and fellowships	(443,600.00)	-	(46,700.00)	(490,300.00)	(489,100.00)	(1,200.00)	(490,300.00)	Scholarships and fellowships
Grants and contracts	-	-	-	-	-	-	-	Grants and contracts
Sales and services of educational services	141,000.00	-	-	141,000.00	141,000.00	-	141,000.00	Sales and services of educational services
Sales and services - auxiliaries	-	-	1,487,374.00	1,487,374.00	1,326,374.00	161,000.00	1,487,374.00	Sales and services - auxiliaries
Other revenues	15,291.00	-	50,338.00	65,629.00	79,579.00	(13,950.00)	65,629.00	Other revenues
Total Operating Revenue	4,198,380.00	-	1,566,262.00	5,764,642.00	5,754,792.00	9,850.00	5,597,975.00	Total Operating Revenue
Operating Expenses								Operating Expenses
Faculty and Staff Salaries	5,605,163.50	272,565.25	279,236.00	6,156,964.75	6,317,739.75	(160,775.00)	6,156,964.75	Faculty and Staff Salaries
Part-time help	292,731.00	25,000.00	14,280.00	332,011.00	336,890.00	(4,879.00)	332,011.00	Part-time help
Student help	100,981.00	-	57,305.00	158,286.00	175,286.00	(17,000.00)	158,286.00	Student help
Overtime	4,541.00	-	-	4,541.00	4,541.00	-	4,541.00	Overtime
Graduate Assistants	-	-	-	-	-	-	-	Graduate Assistants
Other personnel	398,253.00	25,000.00	71,585.00	494,838.00	516,717.00	(21,879.00)	494,838.00	Other personnel
Benefits	1,950,437.13	99,038.93	103,411.61	2,152,887.67	2,180,586.43	(27,698.76)	2,152,887.67	Benefits
Utilities	272,704.00	-	47,280.00	319,984.00	308,984.00	11,000.00	319,984.00	Utilities
Capital outlay	66,915.00	-	-	66,915.00	66,915.00	-	66,915.00	Capital outlay
Travel	76,454.00	-	3,700.00	80,154.00	81,904.00	(1,750.00)	80,154.00	Travel
Supplies and services	597,037.00	33,599.00	194,093.30	824,729.30	830,429.30	(5,700.00)	824,729.30	Supplies and services
Other	612,525.00	12,090.00	658,510.00	1,283,125.00	1,118,514.00	164,611.00	1,283,125.00	Other
Bad debt expense	30,000.00	-	-	30,000.00	30,000.00	-	30,000.00	Bad debt expense
Supplies and services	1,382,931.00	45,689.00	856,303.30	2,284,923.30	2,127,762.30	157,161.00	2,284,923.30	Supplies and services
Total Operating Expenses	9,609,488.63	442,293.18	1,357,815.91	11,409,597.72	11,451,789.48	(42,191.76)	11,409,597.72	Total Operating Expenses
Operating Income (Loss)	(5,411,108.63)	(442,293.18)	208,446.09	(5,644,955.72)	(5,696,997.48)	52,041.76	(5,811,622.72)	Operating Income (Loss)
Other Non-operating Revenues (Expenses)								Other Non-operating Revenues (Expenses)
State appropriations	4,881,351.00	485,000.00	-	5,366,351.00	5,826,207.00	(459,856.00)	5,826,207.00	State appropriations
Gifts	45,000.00	-	-	45,000.00	45,000.00	-	45,000.00	Gifts
Investment income	85,000.00	-	5,150.00	90,150.00	35,150.00	55,000.00	90,150.00	Investment income
Other non-operating revenue (expense)	-	-	-	-	-	-	-	Other non-operating revenue (expense)
Debt Service Transfers	(39,043.75)	-	(72,660.54)	(111,704.29)	(111,704.29)	-	(111,704.29)	Debt Service Transfers
Operating Transfers, net	158,872.00	(21,266.00)	(137,606.00)	-	-	-	-	Operating Transfers, net
Net Non-operating Revenues	5,131,179.25	463,734.00	(205,116.54)	5,389,796.71	5,794,652.71	(404,856.00)	5,849,652.71	Net Non-operating Revenues
Increase (Decrease) in Net Position	(279,929.38)	21,440.82	3,329.55	(255,159.01)	97,655.23	(352,814.24)	38,029.99	Increase (Decrease) in Net Position
Non-Recurring Allocations included in FY19 Budget	-	-	-	-	-	-	-	Non-Recurring Allocations included in FY19 Budget
Increase (Decrease) in Net Position excluding non-recurring	\$ (279,929.38)	\$ 21,440.82	\$ 3,329.55	\$ (255,159.01)	\$ 97,655.23	\$ (352,814.24)	\$ 38,029.99	Increase (Decrease) in Net Position excluding non-recurring

Missouri State University
 Operating Budget
 West Plains Operating
 For the Year Ending June 30, 2019

	<u>FY19</u>	<u>FY18</u>	<u>Change</u>	<u>FY19 General Assembly</u>
Operating Revenue				
Tuition and fees	\$ 4,485,689.00	\$4,621,689.00	\$ (136,000.00)	\$ 4,319,022.00
Scholarships and fellowships	(443,600.00)	(443,600.00)	-	(443,600.00)
Grants and contracts	-	-	-	-
Sales and services of educational services	141,000.00	141,000.00	-	141,000.00
Sales and services - auxiliaries	-	-	-	-
Other revenues	15,291.00	29,241.00	(13,950.00)	15,291.00
Total Operating Revenue	<u>4,198,380.00</u>	<u>4,348,330.00</u>	<u>(149,950.00)</u>	<u>4,031,713.00</u>
Operating Expenses				
Faculty and Staff Salaries	5,605,163.50	5,733,636.25	(128,472.75)	5,605,163.50
Part-time help	292,731.00	297,610.00	(4,879.00)	292,731.00
Student help	100,981.00	117,981.00	(17,000.00)	100,981.00
Overtime	4,541.00	4,541.00	-	4,541.00
Graduate Assistants	-	-	-	-
Other personnel	398,253.00	420,132.00	(21,879.00)	398,253.00
Benefits	1,950,437.13	1,969,519.91	(19,082.78)	1,950,437.13
Utilities	272,704.00	261,704.00	11,000.00	272,704.00
Capital outlay	66,915.00	66,915.00	-	66,915.00
Travel	76,454.00	78,204.00	(1,750.00)	76,454.00
Supplies and services	597,037.00	602,737.00	(5,700.00)	597,037.00
Other	612,525.00	637,914.00	(25,389.00)	612,525.00
Bad debt expense	30,000.00	30,000.00	-	30,000.00
Supplies and services	1,382,931.00	1,415,770.00	(32,839.00)	1,382,931.00
Total Operating Expenses	<u>9,609,488.63</u>	<u>9,800,762.16</u>	<u>(191,273.53)</u>	<u>9,609,488.63</u>
Operating Income (Loss)	<u>(5,411,108.63)</u>	<u>(5,452,432.16)</u>	<u>41,323.53</u>	<u>(5,577,775.63)</u>
Other Non-operating Revenues (Expenses)				
State appropriations	4,881,351.00	5,341,207.00	(459,856.00)	5,341,207.00
Gifts	45,000.00	45,000.00	-	45,000.00
Investment income	85,000.00	30,000.00	55,000.00	85,000.00
Other non-operating revenue (expense)	-	-	-	-
Debt Service Transfers	(39,043.75)	(39,043.75)	-	(39,043.75)
Operating Transfers, net	158,872.00	137,606.00	21,266.00	158,872.00
Net Non-operating Revenues	<u>5,131,179.25</u>	<u>5,514,769.25</u>	<u>(383,590.00)</u>	<u>5,591,035.25</u>
Increase (Decrease) in Net Position	<u>(279,929.38)</u>	<u>62,337.09</u>	<u>(342,266.47)</u>	<u>13,259.62</u>
Non-Recurring Allocations included in FY19 Budget	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Increase (Decrease) in Net Position excluding non-recurring	<u>\$ (279,929.38)</u>	<u>\$ 62,337.09</u>	<u>\$ (342,266.47)</u>	<u>\$ 13,259.62</u>

Missouri State University
 Operating Budget
 West Plains Auxiliary Funds
 For the Year Ending June 30, 2019

	Bookstore	Food Service	Residence Life	Recreation Center	FY19	FY18	Change	
Operating Revenue								Operating Revenue
Tuition and fees	\$ -	\$ -	\$ -	\$ 75,250.00	\$ 75,250.00	\$ 75,250.00	\$ -	Tuition and fees
Scholarships and fellowships	-	-	(46,700.00)	-	(46,700.00)	(45,500.00)	(1,200.00)	Scholarships and fellowships
Grants and contracts	-	-	-	-	-	-	-	Grants and contracts
Sales and services of educational services	-	-	-	-	-	-	-	Sales and services of educational services
Sales and services - auxiliaries	292,901.00	189,840.00	1,002,633.00	2,000.00	1,487,374.00	1,326,374.00	161,000.00	Sales and services - auxiliaries
Other revenues	900.00	200.00	35,000.00	14,238.00	50,338.00	50,338.00	-	Other revenues
Total Operating Revenue	293,801.00	190,040.00	990,933.00	91,488.00	1,566,262.00	1,406,462.00	159,800.00	Total Operating Revenue
Operating Expenses								Operating Expenses
Faculty and Staff Salaries	108,462.25	60,677.25	110,096.50	-	279,236.00	279,132.00	104.00	Faculty and Staff Salaries
Part-time help	-	4,000.00	10,280.00	-	14,280.00	14,280.00	-	Part-time help
Student help	14,000.00	16,055.00	-	27,250.00	57,305.00	57,305.00	-	Student help
Overtime	-	-	-	-	-	-	-	Overtime
Graduate Assistants	-	-	-	-	-	-	-	Graduate Assistants
Other personnel	14,000.00	20,055.00	10,280.00	27,250.00	71,585.00	71,585.00	-	Other personnel
Benefits	39,805.64	23,200.55	40,405.42	-	103,411.61	101,727.32	1,684.29	Benefits
Utilities	4,100.00	5,740.00	31,200.00	6,240.00	47,280.00	47,280.00	-	Utilities
Capital outlay	-	-	-	-	-	-	-	Capital outlay
Travel	3,100.00	600.00	-	-	3,700.00	3,700.00	-	Travel
Supplies and services	21,260.00	74,518.30	96,315.00	2,000.00	194,093.30	194,093.30	-	Supplies and services
Other	7,600.00	2,000.00	648,660.00	250.00	658,510.00	468,510.00	190,000.00	Other
Bad debt expense	-	-	-	-	-	-	-	Bad debt expense
Supplies and services	31,960.00	77,118.30	744,975.00	2,250.00	856,303.30	666,303.30	190,000.00	Supplies and services
Total Operating Expenses	198,327.89	186,791.10	936,956.92	35,740.00	1,357,815.91	1,166,027.62	191,788.29	Total Operating Expenses
Operating Income (Loss)	95,473.11	3,248.90	53,976.08	55,748.00	208,446.09	240,434.38	(31,988.29)	Operating Income (Loss)
Other Non-operating Revenues (Expenses)								Other Non-operating Revenues (Expenses)
State appropriations	-	-	-	-	-	-	-	State appropriations
Gifts	-	-	-	-	-	-	-	Gifts
Investment income	4,100.00	550.00	500.00	-	5,150.00	5,150.00	-	Investment income
Other non-operating revenue (expense)	-	-	-	-	-	-	-	Other non-operating revenue (expense)
Debt Service Transfers	-	-	-	(72,660.54)	(72,660.54)	(72,660.54)	-	Debt Service Transfers
Operating Transfers, net	(78,320.00)	-	(59,286.00)	-	(137,606.00)	(137,606.00)	-	Operating Transfers, net
Net Non-operating Revenues	(74,220.00)	550.00	(58,786.00)	(72,660.54)	(205,116.54)	(205,116.54)	-	Net Non-operating Revenues
Increase (Decrease) in Net Position	\$ 21,253.11	\$ 3,798.90	\$ (4,809.92)	\$ (16,912.54)	\$ 3,329.55	\$ 35,317.84	\$ (31,988.29)	Increase (Decrease) in Net Position

Missouri State University
Operating Budget
West Plains Bookstore
For the Year Ending June 30, 2019

	<u>FY19</u>	<u>FY18</u>	<u>Change</u>
Operating Revenue			
Tuition and fees	\$ -	\$ -	\$ -
Scholarships and fellowships	-	-	-
Grants and contracts	-	-	-
Sales and services of educational services	-	-	-
Sales and services - auxiliaries	292,901.00	292,901.00	-
Other revenues	900.00	900.00	-
Total Operating Revenue	<u>293,801.00</u>	<u>293,801.00</u>	<u>-</u>
Operating Expenses			
Faculty and Staff Salaries	<u>108,462.25</u>	<u>108,462.25</u>	<u>-</u>
Part-time help	-	-	-
Student help	14,000.00	14,000.00	-
Overtime	-	-	-
Graduate Assistants	-	-	-
Other personnel	<u>14,000.00</u>	<u>14,000.00</u>	<u>-</u>
Benefits	<u>39,805.64</u>	<u>39,219.94</u>	<u>585.70</u>
Utilities	<u>4,100.00</u>	<u>4,100.00</u>	<u>-</u>
Capital outlay	-	-	-
Travel	3,100.00	3,100.00	-
Supplies and services	21,260.00	21,260.00	-
Other	7,600.00	7,600.00	-
Bad debt expense	-	-	-
Supplies and services	<u>31,960.00</u>	<u>31,960.00</u>	<u>-</u>
Total Operating Expenses	<u>198,327.89</u>	<u>197,742.19</u>	<u>(585.70)</u>
Operating Income (Loss)	<u>95,473.11</u>	<u>96,058.81</u>	<u>585.70</u>
Other Non-operating Revenues (Expenses)			
State appropriations	-	-	-
Gifts	-	-	-
Investment income	4,100.00	4,100.00	-
Other non-operating revenue (expense)	-	-	-
Debt Service Transfers	-	-	-
Operating Transfers, net	<u>(78,320.00)</u>	<u>(78,320.00)</u>	<u>-</u>
Net Non-operating Revenues	<u>(74,220.00)</u>	<u>(74,220.00)</u>	<u>-</u>
Increase (Decrease) in Net Position	<u>\$ 21,253.11</u>	<u>\$ 21,838.81</u>	<u>\$ 585.70</u>

Missouri State University
Operating Budget
West Plains Food Service
For the Year Ending June 30, 2019

	<u>FY19</u>	<u>FY18</u>	<u>Change</u>
Operating Revenue			
Tuition and fees	\$ -	\$ -	\$ -
Scholarships and fellowships	-	-	-
Grants and contracts	-	-	-
Sales and services of educational services	-	-	-
Sales and services - auxiliaries	189,840.00	189,840.00	-
Other revenues	200.00	200.00	-
Total Operating Revenue	<u>190,040.00</u>	<u>190,040.00</u>	<u>-</u>
Operating Expenses			
Faculty and Staff Salaries	60,677.25	60,573.25	104.00
Part-time help	4,000.00	4,000.00	-
Student help	16,055.00	16,055.00	-
Overtime	-	-	-
Graduate Assistants	-	-	-
Other personnel	20,055.00	20,055.00	-
Benefits	23,200.55	22,696.49	504.06
Utilities	5,740.00	5,740.00	-
Capital outlay	-	-	-
Travel	600.00	600.00	-
Supplies and services	74,518.30	74,518.30	-
Other	2,000.00	2,000.00	-
Bad debt expense	-	-	-
Supplies and services	77,118.30	77,118.30	-
Total Operating Expenses	<u>186,791.10</u>	<u>186,183.04</u>	<u>608.06</u>
Operating Income (Loss)	<u>3,248.90</u>	<u>3,856.96</u>	<u>(608.06)</u>
Other Non-operating Revenues (Expenses)			
State appropriations	-	-	-
Gifts	-	-	-
Investment income	550.00	550.00	-
Other non-operating revenue (expense)	-	-	-
Debt Service Transfers	-	-	-
Operating Transfers, net	-	-	-
Net Non-operating Revenues	<u>550.00</u>	<u>550.00</u>	<u>-</u>
Increase (Decrease) in Net Position	<u>\$ 3,798.90</u>	<u>\$ 4,406.96</u>	<u>\$ (608.06)</u>

Missouri State University
Operating Budget
West Plains Residence Life
For the Year Ending June 30, 2019

	<u>FY19</u>	<u>FY18</u>	<u>Change</u>
Operating Revenue			
Tuition and fees	\$ -	\$ -	\$ -
Scholarships and fellowships	(46,700.00)	(45,500.00)	(1,200.00)
Grants and contracts	-	-	-
Sales and services of educational services	-	-	-
Sales and services - auxiliaries	1,002,633.00	841,633.00	161,000.00
Other revenues	35,000.00	35,000.00	-
Total Operating Revenue	<u>990,933.00</u>	<u>831,133.00</u>	<u>159,800.00</u>
Operating Expenses			
Faculty and Staff Salaries	110,096.50	110,096.50	-
Part-time help	10,280.00	10,280.00	-
Student help	-	-	-
Overtime	-	-	-
Graduate Assistants	-	-	-
Other personnel	10,280.00	10,280.00	-
Benefits	40,405.42	39,810.89	594.53
Utilities	31,200.00	31,200.00	-
Capital outlay	-	-	-
Travel	-	-	-
Supplies and services	96,315.00	96,315.00	-
Other	648,660.00	458,660.00	190,000.00
Bad debt expense	-	-	-
Supplies and services	744,975.00	554,975.00	190,000.00
Total Operating Expenses	<u>936,956.92</u>	<u>746,362.39</u>	<u>190,594.53</u>
Operating Income (Loss)	<u>53,976.08</u>	<u>84,770.61</u>	<u>(30,794.53)</u>
Other Non-operating Revenues (Expenses)			
State appropriations	-	-	-
Gifts	-	-	-
Investment income	500.00	500.00	-
Other non-operating revenue (expense)	-	-	-
Debt Service Transfers	-	-	-
Operating Transfers, net	(59,286.00)	(59,286.00)	-
Net Non-operating Revenues	<u>(58,786.00)</u>	<u>(58,786.00)</u>	<u>-</u>
Increase (Decrease) in Net Position	<u>\$ (4,809.92)</u>	<u>\$ 25,984.61</u>	<u>\$ (30,794.53)</u>

Missouri State University
Operating Budget
West Plains Recreation Center
For the Year Ending June 30, 2019

	<u>FY19</u>	<u>FY18</u>	<u>Change</u>
Operating Revenue			
Tuition and fees	\$ 75,250.00	\$ 75,250.00	\$ -
Scholarships and fellowships	-	-	-
Grants and contracts	-	-	-
Sales and services of educational services	-	-	-
Sales and services - auxiliaries	2,000.00	2,000.00	-
Other revenues	14,238.00	14,238.00	-
Total Operating Revenue	<u>91,488.00</u>	<u>91,488.00</u>	<u>-</u>
Operating Expenses			
Faculty and Staff Salaries	-	-	-
Part-time help	-	-	-
Student help	27,250.00	27,250.00	-
Overtime	-	-	-
Graduate Assistants	-	-	-
Other personnel	27,250.00	27,250.00	-
Benefits	-	-	-
Utilities	6,240.00	6,240.00	-
Capital outlay	-	-	-
Travel	-	-	-
Supplies and services	2,000.00	2,000.00	-
Other	250.00	250.00	-
Bad debt expense	-	-	-
Supplies and services	2,250.00	2,250.00	-
Total Operating Expenses	<u>35,740.00</u>	<u>35,740.00</u>	<u>-</u>
Operating Income (Loss)	<u>55,748.00</u>	<u>55,748.00</u>	<u>-</u>
Other Non-operating Revenues (Expenses)			
State appropriations	-	-	-
Gifts	-	-	-
Investment income	-	-	-
Other non-operating revenue (expense)	-	-	-
Debt Service Transfers	(72,660.54)	(72,660.54)	-
Operating Transfers, net	-	-	-
Net Non-operating Revenues	<u>(72,660.54)</u>	<u>(72,660.54)</u>	<u>-</u>
Increase (Decrease) in Net Position	<u>\$ (16,912.54)</u>	<u>\$ (16,912.54)</u>	<u>\$ -</u>

V.A.2.

RECOMMENDED ACTION – Approval of Fiscal Year 2020 Capital Improvements Priorities.

The following resolution was moved by _____ and seconded by _____.

BE IT RESOLVED by the Board of Governors for Missouri State University that the FY20 Capital Improvements Priorities and Application for Matching Funds from the Higher Education Capital Fund are approved for submission to the Coordinating Board for Higher Education, the Office of Administration's Division of Budget & Planning, and the Office of Administration's Division of Facilities Management, Design & Construction.

VOTE: **AYE** _____

NAY _____

COMMENTS:

The Capital Improvements Priorities and Application for Matching Funds from the Higher Education Capital Fund will be prepared in conformance with guidelines furnished by State agencies. This document provides information upon which these agencies and the Missouri General Assembly will base consideration for potential new construction and major renovation and rehabilitation projects to be funded by capital appropriations during the 2019 legislative session. As you will note, the fiscal year for the request is always one year beyond the fiscal year of the legislative session that considers its funding.

Based upon discussions within Administrative Council, the Capital Improvements Priorities and Application for Matching Funds from the Higher Education Capital Fund and proposed fiscal years include the following:

Capital Improvements Priorities

Fiscal Year 2020:

- 1) New Construction: Ozarks Science Center (Springfield Campus) and Renovation: Garnett Library (West Plains Campus)

Fiscal Year 2021:

- 2) Renovation: McDonald Hall
- 3) Renovation: Cheek Hall

Fiscal Year 2022:

- 4) Renovation: Meyer Library
- 5) Planning: Science Complex (Two Phases)
- 6) Renovation: Professional Building

Fiscal Year 2023:

- 7) Renovation: Temple Hall Renovation (Science Complex, Phase I)
- 8) New Construction: New Theatre and Dance Building

Fiscal Year 2024:

- 9) Renovation: Broadway Hall (West Plains Campus) and West Plains Campus Infrastructure

- 10) Renovation: Kemper Hall and Kings Street Annex (Science Complex, Phase II)
- 11) Renovation: Carrington Hall

Application for Matching Funds from the Higher Education Capital Fund

Fiscal Year 2020:

- 1) Greenwood Laboratory School Multi-Purpose Addition

Additional guidance on estimated cost will be forthcoming from the Office of Administration of the state of Missouri.

V.A.3.

RECOMMENDED ACTION - Approval of a One-Time Retention Payment from University Funds.

The following resolution was moved by _____
and seconded by _____:

WHEREAS, Missouri State University's workforce is its most vital resource and the compensation plan should demonstrate the high value the University holds for its employees;

WHEREAS, the University's focus is to maintain a total compensation package for faculty and staff that is directed toward retaining a highly qualified, engaged, committed, and diverse workforce;

WHEREAS, with limited salary increases, salary survey data for faculty and staff is falling further behind market; and

WHEREAS, Administration recommends a disbursement of University reserve funds as a one-time payment to full-time faculty and staff as compensation in lieu of an ongoing salary increase due to budgetary constraints.

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors for Missouri State University that a one-time retention payment in the amount of \$700.00 be disbursed as part of the August 2018 paycheck to full-time faculty and staff hired on or before January 1, 2018.

VOTE: AYE ____

NAY ____

COMMENTS:

Faculty and staff satisfaction surveys reveal compensation is a top priority. With limited salary increases, employee morale is negatively impacted and salary survey data is falling further behind market. Faculty: On average, paid 94.2% of market. Staff: On average, paid 93.3% of market.

One-time payment disbursement will encompass the Springfield, Mountain Grove, and West plains campuses, auxiliaries, and service centers. Total expense will be no more than \$1,806,797.

If the Missouri General Assembly places funds back into the University budget, the Executive Budget Committee will revisit across the board raises to include a pool for discretionary raises based on merit at mid-fiscal year (January 1, 2019).

VI.A.

**Missouri State University Board of Governors
June 22, 2018 meeting**

**Report by Dr. Shirley Lawler
Chancellor, West Plains Campus**

- Making Our Missouri Statement Moment – Missouri State University – West Plains
Relationship with the West Plains R-VII School District
- Report from the West Plains Faculty Senate
- Report from the West Plains Staff Senate
- Report from the West Plains Student Government Association

VII.A.

Report from the Provost

Provost Frank Einhellig's report will include updates and comments regarding Academic Affairs:

1. Approval of New Program Master of Science in Nutrition and Dietetics
2. Student Research Forums – Graduate College, College of Health and Human Services and College of Natural and Applied Sciences
3. Update on Hiring of Academic Administrators

VII.A.1.

RECOMMENDED ACTION: New Program Master of Science in Nutrition and Dietetics

The following resolution was moved by _____ and seconded by _____.

WHEREAS, there is a continuing and growing demand for personnel with advanced skills in dietetics and nutrition at the local, regional, state and national levels; and

WHEREAS, there is no graduate level degree program in nutrition and dietetics available at a public institution in either Springfield or Southwest Missouri; and

WHEREAS, the University's Long Range plan has a goal of expanding graduate programs to serve distinct regional, national and international needs; and

WHEREAS, the Department of Biomedical Sciences is prepared to begin offering a Master of Science degree in Nutrition and Dietetics with an emphasis in population health;

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors for Missouri State University that the Master of Science in Nutrition and Dietetics be added to the programs of the Department of Biomedical Sciences.

VOTE: AYE _____

 NAY _____

EXECUTIVE SUMMARY:

Dietetic education's accrediting organization is the Accreditation Council for Education in Nutrition and Dietetics (ACEND). The Commission on Dietetics Registration (CDR) is the credentialing organization for registered dietitian nutritionists (RDN's). Both of these organizations have proposed that by 2024 a graduate degree which includes supervised practice will be the only entry point for eligibility to take the Registration Exam to become a RDN.

With this in mind, the Biomedical Sciences Department wishes to initiate a Master of Science degree designed with two student populations in mind. Such a degree will be a logical extension of the existing Dietetic Internship (DI) Graduate Certificate program. This will allow the DI to be competitive with other dietetic internships that provide a master's option. The new degree will also create an opportunity for RDN's to complete a graduate degree.

Students will be required to complete 42-45 credits depending on whether they complete a thesis project (3-6 credits) or a non-thesis project (3 credits). In addition to the 24-27 hours taken within the department, all students will take 18 hours outside the department in Public Health (15 credits) and Management (3 credits). Those students who already possess the RDN credential will be allowed to transfer in up to 12 hours to fulfill the practicum component of the program.

Based on the fact that many of the potential students are likely to be employed, most of the program will be provided in a blended format which will utilize combinations of online and seated classes. A majority of the seated classes will be offered as evening classes.

The department projects that they will enroll 5 fulltime and 2 part time students during the first year of the program's implementation. By the fifth year they anticipate 12 fulltime and 4 part time students.



**THE OFFICE OF RESEARCH ADMINISTRATION
ACTIVITY REPORT – FISCAL YEAR 2018 THROUGH MAY**

Missouri State University faculty, staff, and students are involved in research, education, and service projects through the support of governmental, business, and philanthropic entities. This report summarizes key aspects of this activity and highlights awards received in FY 2018 through the month of May.

PROJECT HIGHLIGHTS

- **Chin-Feng Hwang**, Interim Department Head of Environmental Plant Science and Natural Resources, received **\$297,847** from the **US Department of Agriculture** for the Non-Land Grant College of Agriculture Program. The Projects purpose is to build a collaborative black walnut breeding program via collaboration between the State Fruit Experiment Station here at Missouri State University and the Southwest Research Center at the University of Missouri. This collaboration will provide students with ample learning opportunities in molecular plant breeding with hands-on experience on orchard management. This initiative will provide a greater number of educated graduates needed to address the shortage of skilled agricultural professionals in the U.S.
- **Amy Blansit**, Instructor of Kinesiology, received **\$260,000** from the **Community Foundation for the Ozarks**, for the Northwest Project. This is the third year of support for the project, with a goal to pilot strategies to help families overcome the challenges that have kept them living in poverty and sustain their long-term success in emerging from those circumstances. This project couples family support with neighborhood development and sustainability. The community-driven development model works to bridge the gaps between people and resources through both case management services and a teamwork approach where program participants will be expected to support each other.
- **Robert Pavlowsky**, Director of the Ozarks Environmental Water Research Institute, received **\$48,139** from the **U.S. Environmental Protection Agency**, through the **James River Basin Partnership**, for the Wilson Creek 319 Project. This project supports water quality improvements in Wilson Creek. OEWRRI will collect water quality samples, analyze results, and evaluate how the results affect riparian buffer improvements and overall efforts to reduce nonpoint pollution.

RESULTS

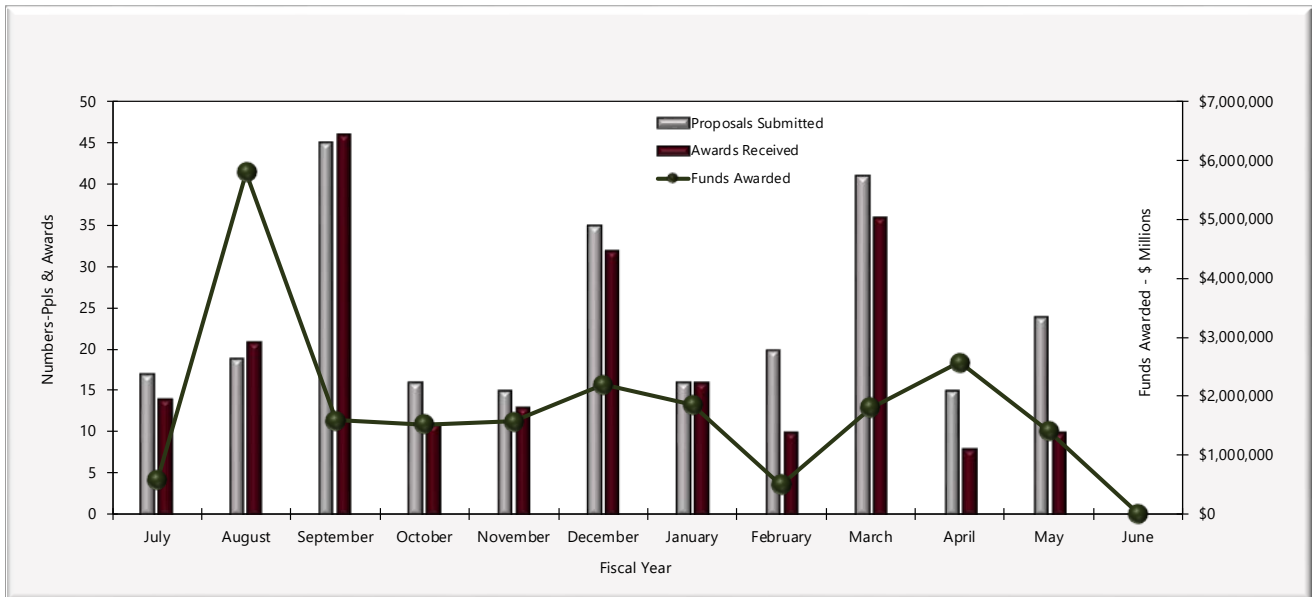
As of the end of May, the University has submitted 263 proposals for support of University-based projects. To date, 217 awards have been received – some of which are from proposals submitted during the previous fiscal year. The commitment of funds in these grants and contracts to date is \$21.3 million. Some of these awards are for projects that extend over more than one year, but the full commitment for funds is allocated to the first year.

Key Indicators	Activity for FY 2018	% Change from FY 2017
Proposals Submitted	263	-18%
Funds Requested	\$51,772,965	8%
Named Investigators	94	-16%
Grants & Contracts Awarded	217	-8%
Funds Awarded	\$21,380,845	18%

External funding activity so far in FY 2018:

Sponsored Program Activity FY 2018

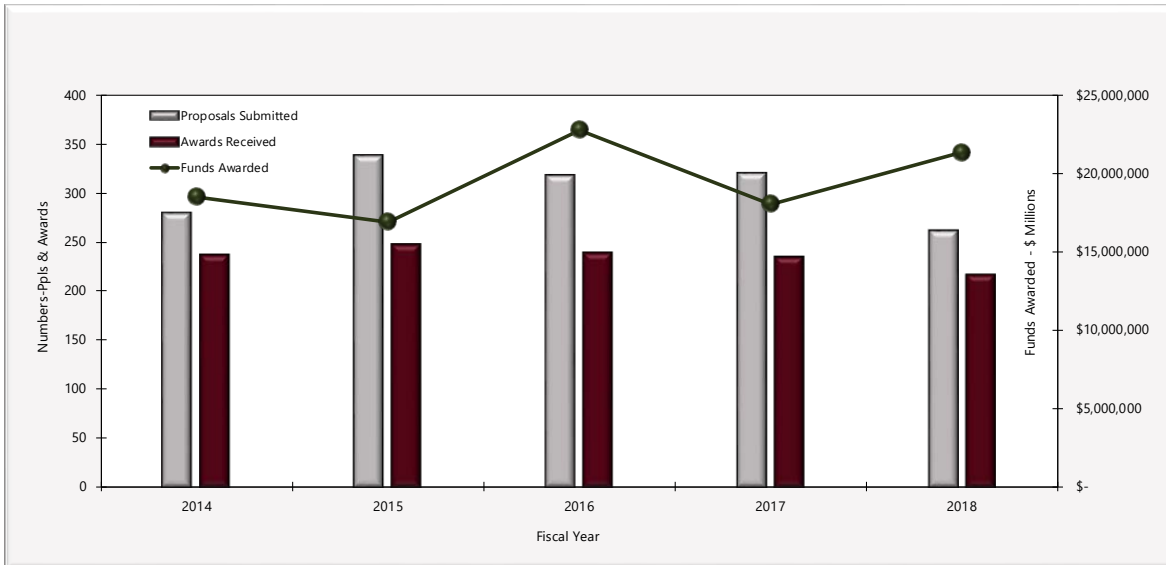
Month	Proposals Submitted	Total Awards	Dollars Awarded
July	17	14	\$577,736
August	19	21	\$5,800,593
September	45	46	\$1,592,408
October	16	11	\$1,519,232
November	15	13	\$1,575,502
December	35	32	\$2,189,949
January	16	16	\$1,857,113
February	20	10	\$491,853
March	41	36	\$1,798,147
April	15	8	\$2,573,441
May	24	10	\$1,404,870
June	0	0	\$0
	263	217	\$21,380,845



A comparison of activity over the last five years:

Cumulative Sponsored Program Activity Through the Month of May (FY 2014 - FY 2018)

Fiscal Year	Proposals Submitted	Number of Awards						\$Millions	
		Education	Equipment	Facilities & Infrastructure	Research	Service	Ttl Awds	Requested	Awarded
2014	281	40	1	8	52	136	237	\$ 31,103,842	\$ 18,525,783
2015	339	57	0	6	39	146	247	\$ 47,491,845	\$ 16,928,182
2016	319	49	2	7	40	141	239	\$ 52,392,994	\$ 22,808,844
2017	321	50	1	3	47	134	235	\$ 47,773,673	\$ 18,046,494
2018	263	47	0	7	39	124	217	\$ 51,772,965	\$ 21,380,845



Grant and contract activity for FY 2018, through May:

**Missouri State University
FY 18 Grant/Contract Activity by Unit**

Unit	# Applying		# Awarded		Credit Share*			Actual**		
	Staff	Faculty	Staff	Faculty	Grants / Contracts		Award	Grants / Contracts		Award
					Submit	Awards	\$	Submit	Awards	\$
Administrative Services	1	0	0	0	1	0	\$ -	1	0	\$ -
College of Agriculture	1	7	1	6	19	18	\$ 229,526	16	14	\$ 229,526
Center for Grapevine Biotechnology	0	1	0	1	3	2	\$ 84,964	2	2	\$ 84,964
Mid-America Viticulture & Enology Center	2	1	2	1	6	7	\$ 431,646	5	6	\$ 431,646
College of Arts & Letters	0	2	0	3	2	3	\$ 582,241	1	3	\$ 582,241
Center for Dispute Resolution	0	1	0	1	4	4	\$ 54,383	4	4	\$ 54,383
Center for Writing in College, Career, & Community	3	1	2	1	13	10	\$ 111,908	8	6	\$ 111,908
College of Business	0	1	0	1	4	4	\$ 1,763,325	4	4	\$ 1,763,325
Center for Project Innovation & Management	0	0	0	1	0	1	\$ 30,000	0	1	\$ 30,000
College of Education	2	8	2	5	15	12	\$ 745,884	14	12	\$ 745,884
Agency for Teaching, Leading and Learning	2	1	0	1	9	6	\$ 1,395,377	7	6	\$ 1,395,377
Institute for Play Therapy	0	0	0	0	0	0	\$ -	0	0	\$ -
Institute for School Improvement	0	0	0	0	0	0	\$ -	0	0	\$ -
College of Health & Human Services	2	20	3	17	41	37	\$ 1,571,433	32	28	\$ 1,514,697
Center for Research & Service	0	0	0	0	0	0	\$ -	0	0	\$ -
College of Humanities & Public Affairs	0	5	0	1	6	2	\$ 421,875	5	2	\$ 421,875
Center for Archaeological Research	2	1	2	1	15	12	\$ 535,074	10	8	\$ 535,074
Center for Community Engagement	0	0	0	0	0	0	\$ -	0	0	\$ -
Center for Economic Research	0	0	0	0	0	0	\$ -	0	0	\$ -
Center for Social Science & Public Policy Research	0	0	0	0	0	0	\$ -	0	0	\$ -
College of Natural & Applied Sciences	2	35	0	12	65	20	\$ 1,456,753	47	19	\$ 1,444,753
Bull Shoals Field Station	0	1	0	1	3	3	\$ 18,992	3	3	\$ 18,992
Center for Resource Planning & Management	3	0	3	0	14	15	\$ 618,530	10	10	\$ 618,530
Ozark Environmental Water Research Institute	1	1	1	1	11	9	\$ 243,152	8	7	\$ 255,152
Diversity & Inclusion	1	0	0	0	1	0	\$ -	2	0	\$ -
Graduate College	0	0	0	0	0	0	\$ -	0	0	\$ -
Information Services	0	0	0	0	0	0	\$ -	0	0	\$ -
Library	1	4	0	2	6	2	\$ 6,555	4	2	\$ 6,555
President	1	0	1	0	2	3	\$ 620,368	2	3	\$ 620,368
Provost	2	2	1	2	8	6	\$ 725,341	8	6	\$ 725,341
Ozarks Public Health Institute	0	1	0	1	9	9	\$ 885,188	9	9	\$ 941,924
Southwest Missouri Area Health Education Center	1	0	1	0	6	6	\$ 200,870	6	6	\$ 200,870
Research & Economic Development	4	0	4	0	20	20	\$ 1,824,136	16	16	\$ 1,824,136
Center for Applied Science & Engineering	4	0	4	0	11	11	\$ 4,146,762	7	7	\$ 4,146,762
Center for Biomedical & Life Sciences	0	1	0	1	7	8	\$ 162,359	7	8	\$ 162,359
International Leadership & Training Center	0	0	0	0	0	0	\$ -	0	0	\$ -
Jordan Valley Innovation Center	1	0	1	0	7	7	\$ 819,416	7	7	\$ 819,416
Small Business Development & Technology Center	1	0	1	0	5	7	\$ 351,381	5	7	\$ 351,381
Student Affairs	1	0	2	0	1	3	\$ 305,373	1	3	\$ 305,373
West Plains	4	4	5	2	13	9	\$ 1,038,034	12	8	\$ 1,038,034
TOTAL	42	98	36	62	327	256	\$ 21,380,845	263	217	\$ 21,380,845

* Credit Share - divides the proposals/awards between the PI's, therefore proposals/awards may be reflected in the totals more than once.

** Actual - proposals/awards will only be shown in the originating unit.

IX.A.

**REPORT TO BOARD OF GOVERNORS
FROM ASSISTANT TO PRESIDENT/CHIEF DIVERSITY OFFICER
Submitted for Board of Governors Meeting (June 22, 2018)**

Division for Diversity & Inclusion Diversity (DDI) Initiatives & Collaborations

7thAnnual Collaborative Diversity Conference (CDC):

Planning for the 2018-2019 begins June 2018.

Facing Racism Institute (FRI)--The final FRI convened May 31 and June 1 at Missouri State University Alumni Center with sponsorship by the Springfield Area Chamber of Commerce and Springfield Public School District. It was entitled "A CHANGING DYNAMIC: Facing Racism in 2017". The program included understanding origins of racism and engaging in meaningful conversations about its impact while developing strategies to mitigate and eliminate divisive racist attitudes and behaviors. *Dr. Leslie A. Anderson and Professor Lyle Q. Foster, Faculty Diversity Training Coordinator*, facilitated the sessions with 13 participants from the public sector including Springfield Police Department; Springfield Fire Department; Community Foundation of the Ozarks; City of Springfield HR Department; Taney County Partnership; Springfield Regional Chamber of Commerce and Missouri State University.

<https://diversity.missouristate.edu/FacingRacism.htm>

Staff Diversity Composition Initiative (SDCI)--Program administered in Division for Diversity & Inclusion by Chief Diversity Officer. See

https://www.missouristate.edu/policy/Op1_02_10_Staff_Diversity_Composition_Initiative.htm

Giving Voice--Giving Voice (GV) is a student theatrical organization sponsored by a collaboration that includes DDI and the College of Arts and Letters that represents the challenges of underrepresented group students, employees and faculty. Memorandum of Understanding signed with DDI, Office of the President, College of Arts & Letters, and Department of Dance and Theatre.

Faculty Diversity Coordinator--Professor Lyle Q. Foster, Sociology, and Faculty Diversity Coordinator in the Division for Diversity & Inclusion, continued new faculty Cultural Consciousness professional development sessions during 2018 spring semester.

Tough Talks--Tough Talks facilitated by Sociology Professor Lyle Q. Foster for spring 2018 semester concluded May 1, 2018. Topics discussed this semester: Why are we so violent (3/6, 20, 27); Has Hollywood Woke? (3/7, 21, 28); Time Out for the 2nd Amendment (4/17, 24 and

5/1); How Do You Embrace Your Voice: Discussion regarding sexual violence and real meaning of “consent” (4/21/2018)

Faculty Mentoring Program--University-level Faculty Mentoring Program concepts to be discussed with Deans, Academic Leadership, and Faculty Senate Leadership [NO UPDATE]

President Councils on Diversity:

President’s Community Diversity Council, last meeting chaired by CDO on March 28, 2018, at Meyer Alumni Center, Ste. 505, to receive updates on diversity initiatives on campus and within the community. Council interested in focusing on diversity and inclusion best practices that enhance cultural competencies that benefit business, corporate, public, and nonprofit entities throughout the region. [NO UPDATE]

President’s Student Diversity Council, convened by Student Affairs, focuses on enhancing campus and community stakeholders’ capacity to increase student retention and success while ensuring access to campus and community services available for historically underrepresented students. Last meeting held on March 27, 2018, in PSU Union Club.

Scholar 2 Scholar Program (S2S)--S2S is a campus-wide research initiative for undergraduate students awarded work-study funds with interest in helping faculty from all disciplines as research assistants by engaging in faculty research projects. Dr. Adena Young-Jones, DDI Diversity Fellow, facilitates S2S administration. [NO UPDATE]

Springfield 2025: Higher Education Project: Pathway to Educational Success [Talent Hub]

Background: Lumina Foundation and Rockefeller Enterprises Philanthropy Advisors collaborating on development and funding of **Talent Hubs** for next phase of Project 2025 to increase post-secondary attainment of traditional-age targeted underrepresented students ages 18-24 who are currently enrolled in post-secondary education with certifications, 2-year and 4-year degrees who will graduate within 2 years.

Application for funding submitted for collaborative approach to retention and graduation of targeted population that includes African-American, Latinx, Native American and low socio-economic students graduating within 2 years by partnership comprised of MSU, OTC, Prosper 2015, Community Partnership of the Ozarks, and Community Foundation of the Ozarks denied. Coordinator attended technical assistance workshop in Denver, Colorado to discuss proposal and opportunity for future submission. [NO UPDATE]

Interfaith Diversity Taskforce- Taskforce selected temporary site for Interfaith center at Mary Jean Price Annex. Group will be working to equip and provide materials and equipment for space. Task force continues planning for temporary Interfaith Center. CDO following up with IFYC interfaith leadership for collaboration at MSU for student, administrators and interfaith community advocates. IFYC representative presented at 2018 CDC. CDO met with Ekklesia Director Michelle Scott-Huffman Foster on May 24, 2018, regarding collaborative communities approach to promote interfaith understanding and cooperation.

Religious Diversity Climate Survey-- the university and the DDI was awarded the 2018 Values, Interfaith Engagement, and Worldview Survey (VIEWS) scholarship in the amount of \$2000. At a minimum 4,000 student participants were surveyed. Survey completed April 2018. VIEWS data used to develop specific campus outcomes or goals regarding religious diversity on campus. [NO UPDATE]

Brother 2 Brother (B2B)--B2B is local student mentoring program and affiliate of the Student African American Brotherhood (SAAB) <http://saabnational.org/> that has a MSU chapter and an OTC chapter. The CDO is advisor to MSU chapter and the members and mentors/advisors meet monthly. CFO is fiscal agent for National SAAB.

2017-2018 Action Plan--CDO continuing to develop Division for Diversity and Inclusion priorities for fall 2017-spring 2018 with assistance of Offices of the President and Provost, Administrative Council, Academic Leadership Council as well as deans of colleges and department heads.

Diversity MODES-- [Springfield Area Higher Education Diversity Consortium] - monthly meetings chaired by AVDI. MODES charge is to facilitate retention of underrepresented group students on local college campuses.

Assistant to the President/Chief Diversity Officer (CDO) Activity Report:

Missouri Diversity Officers in Higher Education (MODOHE)--CDO participating on Ad Hoc Committee meetings/discussions reorganizing state chapter of National Association of Diversity Officers in Higher Education MODOHE.

VIEWS Survey--CDO collaborating with Interfaith Youth Core (IFC), Senior Director of Academic Initiatives Noah Silverman, and Howard Caver, Campus Minister & Advocate for Students, along with Vice President for Student Affairs, Dee Siscoe, regarding religious climate survey process; and future religious diversity initiatives on campus. Survey completed April 27, 2018.

CDO attended various events during following months:

April 2018

Attended Public Entities Diversity Initiatives Outreach, Recruitment, and Retention Subcommittee meeting

Speaker at Intro to African American Studies Class

Attended University of Missouri "Evening of Music & Poetry" as guest of Vice Chancellor for Diversity, Inclusion and Equity/Chief Diversity Officer.

Attended Interfaith: It's OK to Talk About workshop sponsored by Multicultural Services

Attended AAC & U webinar- A Vision for Equity

Meeting with Heather Hardinger, Taney County Partnership and Branson Chamber of Commerce regarding 2018 Collaborative Diversity Conference workshop on NAACP Travel Advisory

Attended Bias Response Team meeting

Chaired, participated, moderated 2018 Collaborative Diversity Conference.

May 2018

Attended All Faculty Reception in PSU on 5/1/2018

CDO attended SGA End of Year Banquet on 5/1/2018

CDO attended meeting with Springfield-Greene County Park District and MIB, NAACP community representatives re: African-American History Trail/Silver Springs Park project on 5/2/2018.

CDO attended "Who's Who in Diversity of Color" Awards Ceremony on 5/3/2018 with President Smart in St. Louis were President received award for inclusion of diversity leadership.

CDO attended Executive Enrollment Management Committee meeting on 5/4/2018.

CDO attended Springfield Contemporary Theater production of "An Enemy of the People" featuring MSU graduate student Christina Gardner on 5/6/2018.

CDO attended Springfield Convention and Visitors' Bureau press conference regarding "state of local tourism" on 5/7/2018 at Chamber of Commerce.

CDO attended meeting at Mercy Hospital on 5/9/2018 with NAACP, MIB representatives regarding community equal opportunity issues/alleged discrimination complaints.

CDO attended Diversity MODES meeting on 5/10 at MSU Alumni Center.

CDO attended Multicultural Services Spring Graduation Reception at MSU Welcome Center on 5/10/2018.

CDO attended Bridge Springfield:Brother2Brother end of semester reception on 5/12/2018.

CDO attended Springfield Airport Board Disadvantaged Business Enterprise (DBE) meeting on proposed DBE participation goals on 5/15/2018 at Branson-Springfield Airport.

CDO participated in Community Leadership Forum on 5/17/2018 as President of Minorities in Business (MIB).

CDO attended 5/17/2018 Board of Governors Committee and Board meetings.

CDO attended reception at home of Governor Craig Frazier on 5/17/2018.

CDO attended MSU Commencement ceremonies on 5/18/2018.

CDO attended “Stomp out Homelessness” Blues Festival on 5/19/2018.

CDO attended Springfield Symphony Annual Fundraising Dinner on 5/19/2018.

CDO attended Springfield Police Chief’s Advisory Group meeting on 5/21/2018 at Police/Fire Training Center.

CDO attended Prosper Springfield Breakfast on 5/22/2018.

CDO attended CoxHealth Multicultural and Inclusion Day on 5/22/2018.

CDO attended reception for Men’s Basketball Coach Dana Ford and wife, Christina, at President Smart’s home on 5/22/2018.

CDO attended Men’s Basketball Season Ticket holders’ breakfast on 5/23/2018.

CDO participated in Staff Diversity Composition Initiative Committee meeting on 5/23/2018.

CDO attended reception for Director of Ambassador for Children of Springfield Council of Churches, Ms. Keke Rover, on 5/26/2018.

CDO participated in Inclusive Excellence Leadership Scholarship revisions meeting on 5/29/2018.

CDO participated in joint MSU/City of Springfield meeting on 5/30/2018.

CDO attended Facing Racism Workshop at Alumni Center on 5/31/2018.

June 2018

CDO and Deputy Provost Chris Craig meeting on 6/5/2018 regarding collaborative academic diversity initiatives.

CDO participation in joint Minorities in Business (MIB) and Commerce Bank Networking Mixer with special guest men’s basketball coach Dana Ford.

CDO participated in telephone conference call regarding co-sponsorship of Missouri Human Rights Commission Conference at Missouri State University to be held in November 2018.

CDO attended State of the City Address at Evangel University on 6/7/2018.

CDO attended Missouri State University USA Graduation Ceremony on 6/8/2018.

CDO attended Missouri State University MaroonNation Ball in Springfield on 6/8/2018.

CDO attended College Bound Cap and Gown Ball in St. Louis on 6/9/2018.

Assistant Vice President for Diversity & Inclusion Activity Report [Juan Meraz]:

April 2018

April 23-28 Collaborative Diversity Conference – Preparation and Sessions
April 30 BEARS LEAD meeting
Sponsor contacts – Contacted new sponsors for 2019 conference.
Facing Racism Institute – Recruit Participants and Sponsors.
Reviewing Submissions for Franklin Publishing

May 2018

May 1 Met with Student – Graduate School
May 1 BEARS LEAD Task Force Meeting
May 2 Met with People Centric – Culture & Diversity in Workplace
May 7 Conference Call – Diversity Executive Leadership Academy (DELA) Advisory Council.
May 7 Met with Judith Martinez - Mentee
May 9 Assessment Council Meeting
May 9 Cultural Consciousness Session Planning – Student Affairs
May 10 Diversity 101 – HR Training Session (25)
May 10 MODES Meeting
May 11 BIAS Response Team Meeting
May 14 Diversity Conference Debrief
May 17 Board of Governors Meeting – Public Affairs Award, Ana Estrella
May 18 People Centric - Diversity Presentation.
May 18 Commencement – 10:00 a.m., 1:30p.m., and 5:00 p.m.
May 22-24 Assessment Workshop – General Education Goals and SLO’s
May 25 Diversity Initiatives – Human Resources
May 31 Facing Racism Training
June 2018
June 1 Facing Racism Institute

June 5	Minorities in Business Meeting – Commerce Bank
June 7	Climate Assessment Meeting
June 12	Diversity Training with Health and Wellness Staff
June 12	Leadership Springfield Reunion
June 13	Work Study Supervisor Training
June 14	Supervisor Training Session – Human Resources
June 15	Meeting with 417 Magazine – Logan Aguirre, President
June 19	Springfield Convention and Visitors Bureau Session
June 22	Lumina Project Update
June 22	Cultural Consciousness Session – HR

DDI Faculty Diversity Training Coordinator Activity Report- [Professor Lyle Q. Foster]

Participated in Collaborative Diversity Training Conference Committee meetings for planning.

Conducted one day Facing Racism Training at the CDC conference with Dr. Leslie Anderson.

Presented Implicit Bias Workshop with Dr. Leslie Anderson at the CDC conference.

Facilitated the next round of Tough Talks on campus with the conversation thread....A New Look at the Second Amendment.....and Learning to Give Voice in collaboration with the Green Dot program. All sessions were very well attended.

Collaborated with the Faculty Center for Teaching and Learning and the International Program Office on three listening sessions to better understand and support international faculty and staff on campus.....action steps to follow.

Attended and participated in Bears Lead advisory meetings and activities

Attended a number of campus initiatives from diverse student organizations.

Continue to work on proposal for the Springfield-Greene County African-American Heritage Trail.

DDI Diversity Fellow Activity Report-[Dr. Adena Young-Jones]

Core Responsibilities:

Book Talk 1: Blind Spot—12 attendees

Book Talk 2: Blind Spot—11 attendees
Book Talk 3: Blind Spot—7 attendees
S2S Orientation Session 2—canceled (conference call—1 faculty, 1 student)
S2S Informational Session 1—1 attendee
S2S Informational Session 2—0 attendees
Shattering the Silences: One Drop of Love—full PSU including floor seating
Shattering the Silences: Define American—full PSU
Mini-Diversity Workshop 2: Critical Perspectives: Micro-Aggressions in Academia—9 (first session) and 5 (second session)
Mini-Diversity Workshop 3: Critical Perspectives: Assumptions on Campus—3 (first session) and 5 (second session)

Extra Activities:

- Planned and revised materials for the book talk events
- Organized the S2S orientation, informational, and conclusion sessions
- Prepared and updated the Mini-Diversity Workshop materials
- Updated S2S promotional materials
- Created a S2S survey to document impact and effectiveness from students' perspectives
- Met individually with students interested in the S2S program
- Coordinated two Shattering the Silences events (Jose Antonio Vargas-Define American; Franshen Cox DiGiovanni-One Drop of Love)
- Engaged in a luncheon and discussion with the Shattering the Silences speaker (Jose Antonio Vargas)
- Met with Nancy Gordon and Kelly Cabrera Hurtado regarding cultural awareness in the classroom for International Programs
- Emailed Michelle Smith, Yvania Garcia-Pusateri, and Mariah Greer to promote S2S
- Met with Justin Lozano, Matt Banks, Shannon Wooden, and Kristeena Laroue to discuss disability awareness programming
- Panelist for a discussion after a documentary (*An Ordinary Hero: The True Story of Joan Trumpauer Mulholland*) presented by the Childhood Education and Family Studies Department
- Supported Dr. Hornsby-Gutting with the African & African-American Studies event (Giving Voice to Archival Silences)
- Assisted with VIEWS survey (i.e., IRB approval, dissemination, etc.)
- Served on the CDC planning committee
- Hosted a Diversity Lunch and Learn Event 1 with Lyle Foster (Sharing Privilege)—2 attendees
- Hosted a Diversity Lunch and Learn Event 2 with Lyle Foster (Inclusive Classrooms)—9 attendees
- Participated on the FCTL Advisory Council and attended committee meetings
- Attended the Multicultural Services 2018 Graduation Reception
- Revised S2S materials with Ashley Raines
- Distributed a S2S survey to document the effectiveness and impact of the program
- Dispersed a survey to mini-diversity workshop attendees to assess value and gain insight
- Met with Justin Lozano, Hannah Harris, Matt Banks, Shannon Wooden, and Kristeena Laroue

to discuss disability awareness programming

-Hosted a Diversity Lunch and Learn Event 4 with Lyle Foster (Mentorship)—19 attendees

-Convened with Yvania Garcia-Pusateri and Tracey Glaessgen to determine appropriate dates for fall schedule of events based on major religious holidays

-Met with Nancy Gordon to coordinate scheduling and use of FCTL facilities for the fall semester

-Contacted Bart Tibbs to email transfer students for recruitment to S2S

Submitted: June 6, 2018

X.A.

STUDENT BODY PRESIDENT REPORT

Mr. Isaiah Villarreal, President of the Student Body, will make a report to the Board of Governors.

Student Affairs Report
Missouri State University Board of Governors
June 22, 2018

The Division of Student Affairs' mission is to support student success, foster student engagement, inspire a commitment to public affairs, and instill pride and tradition. Highlights since the May Board Meeting include:

Enrollment Management & Services:

- Financial Aid is including Pell grants in its summer awards to qualified undergraduates. As you may know, the summer Pell option was recently restored by the Department of Education and should be an advantage to some students seeking to graduate on a timely basis or even perhaps graduate early.
- The Admissions Office, in cooperation with Academic Advisement and Academic Outreach, is preparing for a Transfer Student Advisement and Registration day on Friday, June 22. This program represents a new approach to assisting transfer students who want a more structured advisement and registration opportunity.
(<https://www.missouristate.edu/transfer/TransferStudentAdvisementRegistrationDay.htm>)
- The Admissions Office is also planning for its Summer Visit Day on Friday, July 27. This program is primarily for students who will be high school seniors this coming year.
- **Spring 2018 grading-** As of the grade submission deadline (May 21, 2pm):
 - 80,377 grades were submitted, for 4,449 different class sections, By 1,326 different instructors.
- **Spring 2018 graduations**
 - 1,955 undergraduate degrees awarded, 689 graduate degrees awarded, approx. 240 more candidates under review (e.g., waiting for a transcript, incomplete to be finished, etc.)
- **Spring 2018 commencement participation by ceremony and academic college**
 - Colleges of Business: 735, Agriculture: 105, Interdisciplinary/Academic prg: 63
 - *First ceremony:* 904 + 45 (Walk-in's without name card) = 949
 - Colleges of Humanities and Public Affairs: 160, Health and Human Services: 656
 - *Second ceremony:* 816+10= 826
 - Colleges of Arts and Letters: 328, Education: 236, Natural and Applied Sciences: 225
 - *Third ceremony:* 789+10= 799
 - **Total number 2,574**

Dean of Students:

- Spring Academic and Programming Report for Fraternity and Sorority Life (FSL):
 - 3.20 FSL GPA (above the campus GPA of 3.12)
 - \$48,504.10 donated to philanthropic initiatives
 - 28,940 community service hours
 - 87 educational programs
 - 2,930 fraternity and sorority members
- SOAR began on June 8th with summer students and the program for fall admits began on June 11th. SOAR Reservations as of Friday, June 1st: 2,706 students and 2,471 family members and current Ursa Experience reservations: 84 students for camp, which will be held August 13-15.
- Events and Meeting Services- 2700 reservations were made with the new online reservation system, this academic year.

Health and Wellness Center:

- The Bill and Lucille Magers Family Health and Wellness Center Pharmacy has initiated drive-through service. The Pharmacy drive-through service is working well and has proved to be quite popular, with employees and with students.

Campus Recreation:

- A new Director for Campus Recreation was hired, Ashleigh Lewellen. Ashleigh begins her new role with us on July 1, 2018. Cindy Barnett retired after 31 years of exceptional service.
- Campus Recreation student staff completed the first *Student Recreation Leadership Team (SRLT) seminar* course. This course provided students with foundational understanding of skills needed to facilitate and supervise recreation programs, facilities, and people.
- Campus Recreation will be rolling out a new online app this summer.

Multicultural Services

- Dungey Leadership Institute (DLI). DLI is held annually on various university campuses and offers 32 select Fellows the unique opportunity to network with their peers and student affairs administrators serving as institute faculty representing the scope of NASPA's membership. The DLI not only provides an in-depth leadership development experience, but it also prepares Fellows for graduate work in student affairs/higher education. Summer 2018 two institutions have been selected to host DLI. Missouri State University June 21 – 27 and University of Illinois at Chicago June 08 –13, 2018.
- Access Programs: Visits this summer from Wyman, Kaufman, College Bound, & KIPP
- TRIO Programs: Upward Bound Summer Program June 11-July 13 ends with summer trip to NE
- Multicultural Programs held 134 events with an attendance of 8,305. They increased programming & events by 75%, which gave us a 150% increase in attendance with an average of 62 people at each event.
- Multicultural Services hosted the 2nd Spring Graduation Ceremony and Reception on May 10th recognizing over 50 students who received their degrees from MSU this spring.

Health and Wellness Center:

- The Bill and Lucille Magers Family Health and Wellness Center Pharmacy has initiated drive-through service. The Pharmacy drive-through service is working well and has proved to be quite popular, with employees and with students.

Respectfully submitted by,

Dr. Dee Siscoe, Vice President for Student Affairs

XI.A.

Marketing and Communications Report
Missouri State University Board of Governors
June 22, 2018

MarCom updates since the May 17, 2018 meeting

All groups continued their day-to-day support of the university including the following events and activities:

- Commencement
- MVC athletic tournaments and NCAA post-season competition
- SOAR

Web and New Media and MarCom played a critical role in the development and sponsorship of the first ever Web Accessibility Summit held on May 30 on the Mizzou campus. With a capacity of 100 attendees, participants came from around the state and regional states.

XII.A.

STAFF SENATE REPORT

Mr. Robert Moore, Chair of the Staff Senate, will make a report to the Board of Governors.

XIII.A.

RECOMMENDED ACTION – Approval of proposal and award of a contract for the FY19 job order contracting services.

The following resolution was moved by _____ and seconded by _____:

BE IT RESOLVED by the Board of Governors for Missouri State University that the proposal received from Kenmar Construction, Inc. for the FY19 job order contracting services be accepted, approved, and awarded.

BE IT RESOLVED that the total expenditure for projects completed under this contract shall not exceed Two Million and 00/100ths Dollars (\$2,000,000.00) during the first fiscal year. Included in this contract is the option to increase the contract value at the time of each renewal by a maximum of Two Hundred Thousand and 00/100ths Dollars (\$200,000.00).

BE IT FURTHER RESOLVED that each project completed under this contract will have its own financial plan and paid by the department requesting the services.

BE IT FURTHER RESOLVED that the Vice President for Administrative Services or the University Architect and Director of Planning, Design & Construction be authorized to sign the agreement with the selected contractor, incorporated herein by reference, and perform those acts necessary to carry out and perform the terms of the agreement. Subject to continued satisfactory performance, the University will continue to exercise the remaining available renewable options.

VOTE: AYE _____

NAY _____

COMMENTS:

The University sought proposals from general contractors for an on-call service contract. The intent of this contract is to expeditiously accomplish construction projects that are minor in nature. This contract allows the University to award multiple work plans under this contract, not to exceed \$200,000 per work plan. The total expenditure for all individual work plans awarded under this contract may not exceed \$2,000,000.00 during the first fiscal year. No additional work will be awarded in the first fiscal year if the limit of \$2,000,000.00 is reached. Included in the contract is the option to increase the contract value at the time of each renewal by a maximum of \$200,000.00. Work under this contract may be done on University properties located in Camden, Douglas, Greene, Howell, Jasper, Laclede, Newton, Polk, Taney, Webster, and Wright counties.

Proposals were received at the University's request. The proposals submitted included cost multipliers for wages, materials, equipment, overhead and profit, as well as a lump sum for bond costs. The review of the proposals included an evaluation of the contractor's qualifications as well as costs. It was found that Kenmar Construction, Inc. provided the lowest and best submission, and it is in the University's best interest to award it to this company.

This contract shall be valid for one fiscal year or until June 30, 2019. Included in the contract is the option to renew the contract for four additional consecutive fiscal years. If all options for renewal are exercised, the contract will expire on June 30, 2023.

XIV.A.

**Report of Gifts
to the
Missouri State University Foundation
Monthly and Year-to-Date**

	Year	MONTHLY						YEAR-TO-DATE		
		Designations under \$1,000		Designations \$1,000 and over		Totals for April		Running Totals		Year
		No.	Amount	No.	Amount	No.	Amount	No.	Amount	
Annual Gifts	FY 17	4,503	\$165,892	52	\$179,664	4,555	\$345,556	44,667	\$6,013,768	FY 17
	FY 18	5,064	\$154,115	52	\$105,476	5,116	\$259,591	51,748	\$5,619,102	FY 18
Special Campaigns	FY 17	299	\$24,208	6	\$51,200	305	\$75,408	1,324	\$5,145,231	FY 17
	FY 18	140	\$10,943	15	\$155,591	155	\$166,534	1,571	\$3,102,469	FY 18
One Time Gifts	FY 17	0	\$0	6	\$26,684	6	\$26,684	93	\$6,029,676	FY 17
	FY 18	0	\$0	15	\$157,927	15	\$157,927	145	\$8,254,335	FY 18
TOTALS	FY 17	4,802	\$190,100	64	\$257,548	4,866	\$447,648	46,084	\$17,188,675	FY 17
	FY 18	5,204	\$165,058	82	\$418,994	5,286	\$584,052	53,464	\$16,975,906	FY 18

MISSOURI STATE UNIVERSITY FOUNDATION
 INCOME SUMMARY TOTALS BY TYPE AND SOURCE
 07/01/2017 TO 04/30/2018

SOURCE	UNRESTRICTED CURRENT	RESTRICTED CURRENT	ENDOWMENT	GIFTS OF PROPERTY	TOTAL 7/1/2017 TO 04/30/2018	TOTAL 7/1/2016 TO 04/30/2017
G I F T S						
ALUMNI	\$81,620	\$2,562,984	\$987,909	\$518,021	\$4,150,534	\$3,960,922
FRIENDS	24,884	1,971,468	332,011	162,079	\$2,490,442	3,340,680
PARENTS	3,368	191,971	15,195	540	\$211,074	166,873
FOUNDATIONS	6,042	856,380	12,600	0	\$875,022	956,976
ORGANIZATIONS	3,177	360,785	2,023,024	2,540,572	\$4,927,558	1,394,288
BUSINESSES	13,081	2,005,858	172,311	2,130,026	\$4,321,277	7,368,936
GIFT TOTAL	<u>\$132,172</u>	<u>\$7,949,446</u>	<u>\$3,543,050</u>	<u>\$5,351,238</u>	<u>\$16,975,906</u>	<u>\$17,188,675</u>

	NUMBER OF DONORS 7/1/2017 TO 04/30/2018	NUMBER OF DONORS 7/1/2016 TO 04/30/2017
ALUMNI	5,653	6,091
FRIENDS	11,099	10,757
PARENTS	1,381	1,448
FOUNDATIONS	44	47
ORGANIZATIONS	196	149
BUSINESSES	904	843
TOTAL	<u>19,277</u>	<u>19,335</u>

**Report of Gifts
to the
Missouri State University Foundation
Monthly and Year-to-Date**

	Year	MONTHLY						YEAR-TO-DATE		
		Designations under \$1,000		Designations \$1,000 and over		Totals for May		Running Totals		Year
		No.	Amount	No.	Amount	No.	Amount	No.	Amount	
Annual Gifts	FY 17	4,462	\$179,519	92	\$212,279	4,554	\$391,798	49,221	\$6,405,566	FY 17
	FY 18	4,846	\$156,083	106	\$301,739	4,952	\$457,822	56,700	\$6,076,874	FY 18
Special Campaigns	FY 17	67	\$16,915	22	\$232,740	89	\$249,655	1,413	\$5,394,886	FY 17
	FY 18	57	\$14,847	22	\$2,110,971	79	\$2,125,818	1,865	\$5,308,936	FY 18
One Time Gifts	FY 17	0	\$0	9	\$214,004	9	\$214,004	102	\$6,243,680	FY 17
	FY 18	0	\$0	9	\$715,997	9	\$715,997	154	\$8,970,332	FY 18
TOTALS	FY 17	4,529	\$196,434	123	\$659,023	4,652	\$855,457	50,736	\$18,044,132	FY 17
	FY 18	4,903	\$170,930	137	\$3,128,707	5,040	\$3,299,637	58,719	\$20,356,142	FY 18

MISSOURI STATE UNIVERSITY FOUNDATION
 INCOME SUMMARY TOTALS BY TYPE AND SOURCE
 07/01/2017 TO 05/31/2018

SOURCE	UNRESTRICTED CURRENT	RESTRICTED CURRENT	ENDOWMENT	GIFTS OF PROPERTY	TOTAL 7/1/2017 TO 05/31/2018	TOTAL 7/1/2016 TO 05/31/2017
G I F T S						
ALUMNI	\$25,957	\$2,236,879	\$439,725	\$162,191	\$2,864,752	\$3,547,573
FRIENDS	83,032	2,682,656	1,007,941	520,017	\$4,293,646	4,168,830
PARENTS	3,368	260,471	15,585	615	\$280,039	182,161
FOUNDATIONS	18,386	3,938,739	190,156	2,156,195	\$6,303,476	7,467,612
ORGANIZATIONS	3,664	402,707	2,657,977	2,540,659	\$5,605,007	1,593,869
BUSINESSES	6,042	990,480	12,700	0	\$1,009,222	1,084,087
GIFT TOTAL	<u>\$140,449</u>	<u>\$10,511,932</u>	<u>\$4,324,084</u>	<u>\$5,379,677</u>	<u>\$20,356,142</u>	<u>\$18,044,132</u>

	NUMBER OF DONORS 7/1/2017 TO 05/31/2018	NUMBER OF DONORS 7/1/2016 TO 05/31/2017
ALUMNI	5,860	6,467
FRIENDS	11,486	11,137
PARENTS	1,439	1,504
FOUNDATIONS	49	50
ORGANIZATIONS	211	161
BUSINESSES	1,003	899
TOTAL	<u>20,048</u>	<u>20,218</u>

XV.A.

RECOMMENDED ACTION --- Adoption of 2019 Meeting Schedule of Missouri State University Board of Governors

The following resolution was moved by _____ and seconded by _____.

WHEREAS, the Bylaws of the Board of Governors provide that the Board may establish a regular meeting schedule as it deems appropriate; and

WHEREAS, the Board of Governors has requested a schedule, when possible, of having the Board Committees meet in the morning prior to a 1:00 p.m. Board meeting.

THEREFORE BE IT RESOLVED that the Board of Governors for Missouri State University approve the attached schedule of meetings for calendar year 2019.

VOTE: **AYE** _____
 NAY _____

**MISSOURI STATE UNIVERSITY
BOARD OF GOVERNORS
2019 MEETING SCHEDULE**

Friday, February 22, 2019, 1:00 p.m. Springfield
(Board Committee Meetings the morning of February 22)

Thursday, May 16, 2019, 1:00 p.m. Springfield
(Board Committee Meetings the morning of May 16 and Commencement ceremonies on May 17 in Springfield and May 18 in West Plains)

Friday, June 21, 2019, 1:00 p.m. West Plains
(Board Committee Meetings the morning of June 21)

Thursday and Friday, August 8 - 9, 2019, 8:00 a.m. TBD
(2-day retreat)

Friday, October 25, 2019, 1:00 p.m. Springfield
(Board Committee Meetings the morning of October 25 with Homecoming festivities to be held this weekend)

Thursday, December 12, 2019, 1:00 p.m. Springfield
(Board Committee Meetings the morning of December 12 and Commencement ceremonies on December 13)

XVI.

RECOMMENDED ACTION - Resolution authorizing closed meeting

The following resolution was moved by _____ and seconded
by _____:

BE IT RESOLVED by the Board of Governors for the Missouri State University that a closed meeting, with closed records and closed vote, be held during a recess of this regular meeting of the Board of Governors to consider items pursuant to

- A. R.S.Mo. 610.021(1). "Legal actions, causes of action, or litigation involving a public governmental body..."
- B. R.S.Mo. 610.021(2). "Leasing, purchase or sale of real estate by a public governmental body..."
- C. R.S.Mo. 610.021(3). "Hiring, firing, disciplining or promoting of particular employees by a public governmental body..."
- D. R.S.Mo. 610.021(6). "Scholastic probation, expulsion, or graduation of identifiable individuals..."
- E. R.S.Mo. 610.021(9). "Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups;"
- F. R.S. Mo. 610.021(11) and (12). "Specifications for competitive bidding..." and "Sealed bids and related documents..."
- G. R.S.Mo. 610.021(13). "Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment..."
- H. R.S.Mo. 610.021(14). "Records which are protected from disclosure by law;" and
- I. R.S.Mo. 610.021(17). "Confidential or privileged communications between a public governmental body and its auditor,..."

VOTE: ___ AYE

___ NAY