



**Board of Governors' Meeting**  
**West Plains Civic Center, Magnolia Room**  
**Friday, 6/23/2017**  
**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 18, 2017 - Page 4*

**III. Consent Agenda**

**A. President**

*III.A.1. Approval of Resolution of Reappointment of H. Wes Pratt as Assistant to the President and Chief Diversity Officer - Page 11*

*III.A.2. Approval of Resolution of Reappointment of Frank Einhellig as Provost of Missouri State University and Chancellor of the Mountain Grove Campus - Page 14*

**B. West Plains Campus**

*III.B.1. Approval of Activity Report - Page 17*

*III.B.2. Approval of Actions Concerning Academic Employees - Page 19*

*III.B.3. Approval of Actions Concerning Non-academic Employees - Page 25*

**C. Procurement and Financial**

*III.C.1. Approval of Procurement Activity Report - Page 26*

*III.C.2. Approval of Rental Rates for Space in the Kenneth E. Meyer Alumni Center for Various Departments and University Related Offices - Page 36*

**D. Facilities and Equipment**

*III.D.1. Approval of Activity Report for the Month of April 2017 - Page 55*

*III.D.2. Approval of Activity Report for the Month of May 2017 - Page 61*

*III.D.3. Approval of Bids and Award of a Contract to Replace the Boilers at Kentwood Hall - Page 68*

*III.D.4. Approval of Bids and Award of a Contract to Construct an Outdoor Seating Plaza at the Hammons Fountains on the Springfield Campus - Page 70*

*III.D.5. Approval of a Resolution Granting a License Agreement to Install Flooring at the John Q. Hammons Arena - Page 72*

*III.D.6. Approval of Third Lease Addendum to Lease Agreement with Ozarks Technical Community College in Lebanon, Missouri - Page 125*

**E. Human Resources**

*III.E.1. Approval of Actions Concerning Academic Employees - Page 129*

*III.E.2. Approval of Actions Concerning Non-academic Employees - Page 147*

*III.E.3. Approval of Actions Concerning Non-academic Employee Salary Adjustments - Page 154*

*III.E.4. Approval of FY18 Additional Fringe Benefits to be Funded by Missouri State University or the Missouri State University Foundation - Page 157*

**IV. Committee Reports**

**A. Risk Management and Audit Committee**

**B. Programs and Planning Committee**

**C. Finance and Facilities Committee**

**V. President's Report**

**A. President Clif Smart will present the FY18 budget**

*Presidents Report - Page 161*

**1. Approval of the Fiscal Year 2018 Internal Operating Budget**

*FY18 Budget Book - Page 162*

**VI. West Plains Campus**

**A. Chancellor's Report – Chancellor Drew Bennett will provide a report to the Board of Governors regarding activities at the West Plains Campus**

*Chancellors Report - Page 199*

- 1. Making Our Missouri Statement Moment – Rosemary Driscoll, Brandsville, Missouri**
- 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**
- 5. Approval of Memorandum of Understanding Between Missouri State University-West Plains, the City of West Plains, and the West Plains R-7 School District Concerning the use of a Facility Owned by the City of West Plains and Housing the GOCAT Facility**

*Approval of Memorandum of Understanding - Page 200*

**VII. Academic Affairs**

**A. Faculty Senate Report**

*Faculty Senate Report - Page 206*

**B. Report from the Provost – Provost Frank Einhellig's report will include updates and comments regarding Academic Affairs**

*Provost Report - Page 207*

- 1. Approval of Proposed Faculty Handbook Revisions, Handbook Sections 3.3.1; 3.10; 3.11; 6.6.6; 6.6.7.1; 6.6.7.2; 6.6.7.3; 6.6.7.4; 6.6.7.5; 8.1 and 11.5**

*Faculty Handbook Revisions - Page 208*

- 2. Approval of Amendments to the Employee Handbook for Administrative, Professional and Support Staff employees and Related Policies**

*Amendments to the Employee Handbook - Page 213*

- 3. Approval of Resolution for New Program – Master of Athletic Training**

*Master of Athletic Training - Page 246*

- 4. Student Research Forums**

**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 248*

**IX. Facilities and Equipment**

*IX.A. Approval of Consultant and Authority to Enter into an Agreement for Professional Services in Conjunction with the Renovation of Woods House - Page 252*

**X. 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 253*

**XI. Student Affairs**

**A. Report from the Student Body President**

*Report from the Student Body President - Page 259*

**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 260*

**XII. 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 262*

**XIII. Staff Senate**

**A. Staff Senate Report**

*Staff Senate Report - Page 263*

**B. Offer of Commendation to Ryan Wilson for Service as Staff Senate Chair**

**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 265*

**XV. 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 267*

**XVI. Adjournment**

**XVII. Date of Next Meeting: Thursday, August 3, 2017, 9 a.m., Jordan Valley Innovation Center (JVIC)**

MINUTES OF THE BOARD OF GOVERNORS  
MISSOURI STATE UNIVERSITY  
MAY 18, 2017 1:00 P.M.

**1. Roll Call**

Present- Ms. Virginia Fry, Chair  
Mr. Tyree Davis IV, Student Governor  
Ms. Craig Frazier, Governor  
Mr. Gabriel Gore, Governor  
Mr. Stephen B. Hoven, Governor (by conference call)  
Ms. Beverly Miller, Governor  
Mr. Kendall Seal, Governor  
Ms. Carol Silvey, Governor  
Mr. Gregory Spears, Governor  
Ms. Carrie Tergin, Vice Chair

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  
Gloria Galanes, Dean, College of Arts and Letters  
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. Virginia Fry, 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. Fry welcomed the two new Board members, Mr. Craig Frazier and Ms. Carol Silvey, and our new Board appointee, Ms. Amy Counts. She also congratulated Mr. Tyree Davis IV, Student Governor, on his graduation.

3. **Approval of Board of Governors' Meeting Minutes** – Ms. Fry then requested the approval of the minutes for the open and closed meetings of March 24, 2017. Mr. Gabriel Gore so moved, receiving the second of Mr. Kendall Seal.

Motion passed 9-0.

4. **Consent Agenda** – Ms. Fry 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:

West Plains Campus

Approval of Activity Report (West Plains Activity Report No. 120-17).

Approval of Purchasing Activity Report (West Plains Purchasing Activity Report No. 35-17).

Approval of Actions Concerning Academic Employees (West Plains Campus Personnel No. 405-17).

Approval of Actions Concerning West Plains Campus Non-academic employees (West Plains Campus Personnel No. 406-17).

Approval of Addition of Designated Signatory to the Safe Deposit Box and the Removal of a Current Signatory to the Safe Deposit Box of Missouri State University-West Plains (West Plains Finance No. 33-17).

Approval of Fiscal Year 2018 Salary and Benefits Overview for Missouri State University-West Plains Coaches (West Plains Personnel No. 407-17).

Approval of Expenditures to Implement Student-Approved Capital Projects (West Plains Student Policies No. 13-17).

Student Affairs

Approval of the Revised Student Government Association (SGA) Constitution (Student Policies No. 111-17).

Procurement and Financial

Approval of Procurement Activity Report (Procurement Activity Report No. 453-17).

Facilities and Equipment

Approval of Activity Report for the month of March 2017 (Activity Report No. 292-17).

Approval of Bids and Award of a Contract to Remove Asbestos in Preparation for the Renovation of Hill Hall (Bids & Quotations No. 1545-17).

Approval of a Resolution Granting a Utility Easement to the Board of Public Utilities of the City of Springfield, Missouri to Allow for a Water Line Renewal at 661 E. Harrison Street (Agreement No. 386-17).

Human Resources Items

Approval of Actions Concerning Academic Employees (Human Resources No. 1550-17).

Approval of Actions Concerning Non-academic Employees (Human Resources No. 1551-17)

Ms. Carrie Tergin made a motion to approve the Consent Agenda, receiving a second from Ms. Carol Silvey.

Motion passed 9-0.

**5. Committee Reports:**

- A. Mr. Gregory Spears highlighted the Risk Management and Audit Committee meeting discussion, which included an overview of campus compliance requirements, an update on the emergency preparedness and public perception actions items and an overview of the recent internal risk assessment conducted.
- B. Mr. Seal provided a summary of the Programs and Planning Committee meeting. The meeting began with a discussion on the University's key performance indicators, which are the metrics that correspond to the long-range plan goals, and are tied to both our state performance measures and accreditation. Discussion then moved to accreditation and it being an indicator of the quality of our educational programs.
- C. Mr. Gore then gave an overview of the Finance and Facilities Committee meeting. The meeting included a year-to-date financial review showing enrollment growth. President Clif Smart updated the Board on appropriations news from Jefferson City and the final budget passed by the legislature, which includes a 6.58% budget reduction. The University's fiscal year 2018 budget for Springfield and West Plains campus were summarized. Discussion then moved to the new residence hall, of which draft design plans were shown and a decision on whether to move forward will be made in the next several months.

**6. 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 2,651 students on the Springfield campus, including 1,995 undergraduate degrees and 656 graduate degrees, 93 which are doctorates. On Saturday, 257 student will graduate with associate degrees on the West Plains campus.

As part of the Making Our Missouri Statement Moment, President Smart asked Dr. Rachelle Darabi, Associate Provost for Student Development & Public Affairs, to read the resolution for approval to acknowledge the excellence in public affairs for faculty and staff award recipients (Awards No. 74-17). Faculty award winners were Catherine English, Paula Rector

and Adena Young-Jones. Staff award winners were Alex Johnson, Dandan Liu and Patrick Parnell. Moved and seconded, respectively, by Mr. Seal and Ms. Tergin

Motion passed 9-0.

President Smart gave a report on the Association of Governing Board's (AGB) Annual Conference, which he attended with Governors Fry, Miller, Seal, Spears, and Tergin, and Kristan Gochenauer. He highlighted four areas of discussion from the conference 1.) The value and risks associated with International students; 2.) Workshop on enterprise risk management; 3.) Several sessions on unbundling degrees; and 4.) Updates on federal policy issues. There was a concession that what was discussed at the conference is what we are doing at Missouri State University, demonstrating our pro-activeness and innovation.

President Smart then presented a resolution recognizing the extraordinary service of Mr. Joe Carmichael while serving on the Board of Governors for Missouri State University. Moved and seconded, respectively, by Ms. Tergin and Mr. Spears.

Motion passed 9-0.

Mr. Carmichael thanked the Board sharing that he enjoyed serving alongside a great group of individuals who are working together to improve the University.

7. **West Plains** – Dr. Drew Bennett, Chancellor of the West Plains Campus, updated the Board on the impact of the April 29, 2017 flooding in West Plains. According to the Emergency Manager in West Plains, West Plains received 9.2 inches of rain in a six-hour period causing damage to homes and businesses as well as the Grizzly Lofts and the building that houses the GOCAT program. The campus did close for two days and classes were cancelled for the week to allow for cleanup and students to make it back to campus amidst the wide spread flooding.
8. **Academic Affairs:**
  - A. **Faculty Senate Report** – Mr. Micheal Foster, Chairperson of the Faculty Senate, first offered congratulations on the election of Ms. Fry as Chair and Ms. Tergin as the Vice Chair of the Board. He reported that during this past academic year, Faculty Senate passed five resolutions, twenty curricular changes and numerous bylaws amendments. Faculty Senate has agreed upon new language to be included in the Faculty Handbook, with a formal resolution to be presented for approval at the June Board meeting. Mr. Foster then introduced Dr. Cynthia MacGregor, the new Faculty Senate Chair, and thanked the Board and President Smart for their leadership, vision and trust.
  - B. **Report from the Provost** – Dr. Frank Einhellig, Provost, recommended approval of the resolution for a new program – Bachelor of Science in Agriculture Communications (Curriculum No. 381-17) and approval of a resolution for new program – Bachelor of Science in English/Creative Writing and Literature (Curriculum No. 382-17). A motion was made by Mr. Spears and seconded by Ms. Beverly Miller.

Motion passed 9-0.

He then presented a resolution of appreciation for Mr. Micheal Foster's exemplary service as Chair of the Faculty Senate for the 2016-2017 academic year. Moved and seconded, respectively, by Ms. Tergin and Mr. Gore.

Motion passed 9-0.

Dr. Einhellig then named the recipients of the Missouri State University Foundation Awards for Excellence in Teaching, Research, and Service for 2017, some of whom were present:

- Service – Amy Blansit (Kinesiology) and Dr. Carol Maples (Theatre & Dance)
- Research – Keith Ekstam (Art & Design) and Dr. Wafaa Kaf (Communication Sciences & Disorders)
- Teaching – Dr. Paul Durham (Biology) and Dr. Kurt Heinlein (Theatre & Dance)
- Governor's Award for Excellent in Teaching – Dr. Paul Durham (Biology)

Dr. Kevin Pybas, Chair of the thirteenth annual Public Affairs Conference, reported on the success of this year's conference, *Life, Liberty, and the Pursuit of Happiness: Perspectives on Self-Government*, noting that it was well attended and crediting the committee members for their hard work.

**9. Facilities and Equipment:**

- A. Mr. Matt Morris, Vice President for Administrative Services, recommended approval of a bid and award of a contract for the renovation of the third floor of the Professional Building (Bids & Quotations No. 1546-17). A low bid in the amount of \$785,200 was received by DeWitt & Associates for the base bid plus alternates 1, 2, and 3 for the renovation. Total project budget is \$1,100,000. Ms. Miller so moved, receiving the second of Mr. Gore.

Motion passed 9-0.

**10. Diversity and Inclusion:**

- A. Mr. Wes Pratt, Assistant to the President/Chief Diversity Officer, reported on the 2017 Collaborative Diversity Conference titled *Practice what you preach in diversity and inclusion*. 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. Adam Coffman, Student Body President, thanked Brianna Duda, Student Body Vice President for her hard work behind the scenes. He thanked President Smart and the Board for their support this past year. Mr. Coffman then introduced the 2017-2018 Student Body President, Brandon McCoy, a



senior majoring in Economics, and the 2017-2018 Student Body Vice President, Caitlin Schaefer, a senior majoring in Management.

- B. Student Affairs Report** – Dr. Dee Siscoe, Vice President for Student Affairs, requested approval of revision and renaming of G5.04 Residence Policy to G5.04 Determination of Residence for Tuition and Fee Purposes (Student Policy No. 112-17). A motion was made by Mr. Seal and seconded by Mr. Spears.

Motion passed 9-0.

She then asked for approval of the Wyrick Expenditures Proposal passed by student vote April 2017 to construct an outdoor seating plaza at Hammons Foundation, which will be implemented in FY2018 (Finance No. 1059-17). Mr. Gore so moved, receiving the second of Mr. Spears.

Motion passed 9-0.

Dr. Siscoe then offered a commendation to Adam Coffman for service as Student Body President and a commendation to Brianna Duda for service as Student Body Vice President. A motion was made by Ms. Silvey and seconded by Ms. Miller.

Motion passed 9-0.

Dr. Siscoe asked for approval of the 2017 Wall of Fame Inductees (Awards No. 75-17) approving former Missouri State University employees to be added to the Wall of Fame. The 2017 recommended inductees are – Dr. John Bowdidge; Dr. John Catau; Ms. Marilyn Chana; Mr. Bruce Johnson; Mr. Mike McElhaney and Ms. Sally Rowe. Moved and seconded, respectively, by Ms. Silvey and Mr. Craig Frazier.

Motion passed 9-0.

**12. New Business:**

**A. Presentation and Discussion of Status of International Programs and Recruitment**

– Dr. Jim Baker, Vice President for Research and Economic Development & International Program, and Brad Bodenhausen, Associate Vice President for International Education & Training, did a presentation on the status of International Programs, correlation to our long-range plan, current enrollment and the current and on-going challenges the program faces. Key to continued success is adapting to meet international needs through specific outreach and partnerships and customized programs.

- 13. 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. Fry 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 18, 2017 meeting of the Board of Governors to consider items of business 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...”; and
- C. R.S. Mo. 610.021(11) and (12). “Specifications for competitive bidding...;” and “Sealed bids and related documents...”

Mr. Gore moved the approval of the resolution and Mr. Spears seconded the motion.

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

Ms. Fry declared the resolution passed unanimously. The open meeting recessed at 3:44 p.m. to go into closed session.

The open meeting was reconvened at 5:27 p.m.

**Date of Next Meeting** – The date of the next regularly scheduled meeting was set for Friday, June 23, 2017, at 1:00 p.m. in West Plains, Missouri.

- 14. Adjournment** – Ms. Fry adjourned the meeting at 5:28 p.m., on the motion of Ms. Miller, the second of Mr. Gore, and the unanimous vote of the Board.



Kristan Gochenauer  
Secretary to the Board

III.A.1.

MISSOURI STATE UNIVERSITY

BOARD OF GOVERNORS

HUMAN RESOURCES NO.

Approval of Reappointment of H. Wes Pratt as  
Assistant to the President & Chief Diversity  
Officer

**WHEREAS**, the University desires to reappoint H. Wes Pratt as the Assistant to the President & Chief Diversity Officer, and Mr. Pratt desires to accept such employment; and

**WHEREAS**, subject to Board approval, Mr. Pratt's reappointment as the Assistant to the President & Chief Diversity Officer will begin on July 1, 2017 as a full-time, regular, administrative staff position.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Governors of Missouri State University hereby approves the reappointment of H. Wes Pratt as Assistant to the President & Chief Diversity Officer pursuant to the terms outlined in the appointment letter dated June 8, 2017, attached hereto.

---

Virginia Fry  
Chair of the Board

Passed at Meeting of  
June 23, 2017

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Kristan Gochenauer  
Secretary of the Board

**COMMENTS:**  
Exhibit A



**Missouri State**  
UNIVERSITY

June 8, 2017

H. Wes Pratt, JD  
Missouri State University  
901 S. National Avenue  
Springfield, MO 65897

Dear Wes:

I am writing to reappoint you to the position of Assistant to the President & Chief Diversity Officer at Missouri State University. This letter will summarize and commemorate the terms and conditions of the appointment, which is subject to formal approval of the University's Board of Governors.

This appointment will begin July 1, 2017, and may be terminated by either party for any reason on 30 days written notice. Your salary will be subject to annual increases at a level consistent with the overall staff raise pool budgeted for each year.

You will be entitled to benefits and subject to policies applicable to University administrators as set forth in the *Employee Handbook*, <http://www.missouristate.edu/human/staffhandbook/>, as these documents may be revised from time to time. Included in these benefits are 1) retirement benefits; 2) twenty days of annual vacation leave; 3) medical and dental benefits under the University's health care plan; and 4) other benefits included by the University for its employees.

As Assistant to the President & Chief Diversity Officer, you will manage the office of Diversity and Inclusion, including all initiatives and programs which it is responsible for, actively promote diversity within our community and state, and other duties as assigned by me.

In order to confirm your understanding and acceptance of this offer, I request that you sign at the space indicated, note the date of your signature, and return the original document to me prior to June 16, 2017.

I am looking forward to working with you on our administrative team. Please do not hesitate to contact me if you have any questions.

Yours very truly,

Clifton M. Smart III  
President

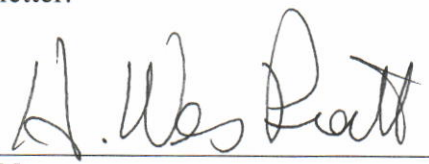
**OFFICE OF THE PRESIDENT**

901 South National Avenue • Springfield, Missouri 65897 • 417-836-8500 • Fax 417-836-7669

H. Wes Pratt, JD  
Page 2  
June 8, 2017

rs  
cc: Virginia Fry  
Chair, Board of Governors

I wish to be recommended for  
reappointment as Assistant to the President  
& Chief Diversity Officer of Missouri State  
University on the terms as set forth in this  
letter.

  
Name \_\_\_\_\_ Date 6/8/2017

III.A.2.

MISSOURI STATE UNIVERSITY

BOARD OF GOVERNORS

HUMAN RESOURCES NO.

Approval of Reappointment of Frank Einhellig  
as Provost of Missouri State University and  
Chancellor of the Mountain Grove Campus

**WHEREAS**, the University desires to reappoint Frank Einhellig as Provost of Missouri State University and Chancellor of the Mountain Grove Campus, and Dr. Einhellig desires to accept such employment; and

**WHEREAS**, subject to Board approval, Dr. Einhellig's reappointment as Provost of Missouri State University and Chancellor of the Mountain Grove Campus will begin on July 1, 2017 as a full-time, regular, administrative staff position.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Governors of Missouri State University hereby approves the reappointment of Frank Einhellig as Provost of Missouri State University and Chancellor of the Mountain Grove Campus pursuant to the terms outlined in the appointment letter dated June 8, 2017, attached hereto.

---

Virginia Fry  
Chair of the Board

Passed at Meeting of  
June 23, 2017

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Kristan Gochenauer  
Secretary of the Board

**COMMENTS:**  
Exhibit A



**Missouri State**  
UNIVERSITY

June 8, 2017

Frank Einhellig, Ph.D.  
Missouri State University  
901 S. National Avenue  
Springfield, MO 65897

RE: Reappointment

Dear Frank:

I am writing to reappoint you to the position of Provost of Missouri State University and Chancellor of the Mountain Grove Campus. This letter will summarize and commemorate the terms and conditions of the appointment, which is subject to formal approval of the University's Board of Governors.

This appointment will begin July 1, 2017, and may be terminated by either party for any reason on 30 days written notice. Your salary will be subject to annual increases at a level consistent with the overall faculty raise pool budgeted for each year.

Professional development, entertainment expenses, and travel expenses are budgeted in your office, and are available to you consistent with University policy to conduct University business. Tickets for University events and venues will be made available to you for entertainment and hosting including JQH Arena, Hammons Student Center, Plaster Sports Complex, Cogger Theatre, Tent Theatre, and Juanita K. Hammons Hall for the Performing Arts.

Should you step down from this administrative position, to another administrative position, your salary shall be \$135,000. Should you return to faculty, your salary will be \$98,000 plus any percentage salary increases that occurred at the University during the interviewing time since this appointment.

You will be entitled to benefits and subject to policies applicable to University administrators as set forth in the *Employee Handbook*, and with regard to your role as a faculty member as set forth in the *Faculty Handbook*, as those documents may be revised from time to time. Included in these benefits are 1) retirement benefits; 2) twenty days of annual vacation leave; 3) medical and dental benefits under the University's health care plan; and 4) other benefits included by the University for its employees.

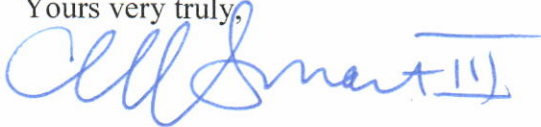
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Frank Einhellig, Ph.D.  
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June 8, 2017

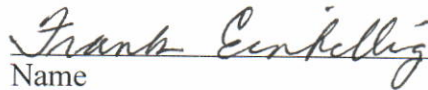
In summary, I speak for the University when I say how much we look forward to continuing to work with you in this critical position, and I look forward to accomplishing many goals of the University in partnership with you. In order to confirm your understanding and acceptance of this offer, I request that you sign below at the space indicated, note the date of your signature, and return the original document to me prior to June 16, 2017.

Yours very truly,  


Clifton M. Smart III  
President

rs  
cc: Virginia Fry  
Chair, Board of Governors

I wish to be recommended for reappointment as Provost of Missouri State University and Chancellor of the Mountain Grove campus on the terms as set forth in this letter.

 6/9/17  
Name Date



III.B.1.

**RECOMMENDED ACTION** - Approval of 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 dated June 23, 2017, as presented by Business and Support Services, be accepted and approved.

**VOTE:**      **AYE** \_\_\_\_\_

**NAY** \_\_\_\_\_

**COMMENTS:**

This report lists all activities of Business and Support Services with respect to bids received, notices to proceed, change orders, and provides the current status of projects.

It is recommended that the attached report be approved.



III.B.2.

**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.

**(See Addendum A for Supplemental Payments for the summer 2017 session)**

**(See Addendum B for Per Course Faculty for the summer 2017 session)**

**(See Addendum C for Per Course Faculty for the fall 2016 semester)**

**(See Addendum D for Per Course Faculty for the Spring 2017 semester)**

**(See Addendum E for Supplemental Payments for the Spring 2017 semester)**

**VOTE:**        **AYE** \_\_\_\_\_

**NAY** \_\_\_\_\_

**ADDENDUM A****Supplemental payments for the summer 2017 session:**

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Leigh Adams	ENG	\$3,270
Edward Birdyshaw	ECO	\$4,011
Cathy Boys	AGR/CIS/IDS/QBA/Div. Chair duties	\$11,949
Judy Carr	PSY/SOC/Division Chair duties	\$8,629
Anita Cavitt	EDU	\$600
Melinda Denton	MTH	\$2,120
Alexandra Graham	ENG	\$2,903
James Hart	CIS/TEC	\$9,065
Lindsay Hill	NUR	\$2,453
Carla Huddleston	NUR	\$3,943
Renee Keith	CFD	\$6,805
Seongchun (Michelle) Kwon	MTH	\$3,137
Jason McCollom	HST	\$6,181
Carla Neff	HIT	\$4,000
Michael Orf	HST	\$5,725
Alex Pinnon	PHI	\$1,590
Jacob Poulette	CGP	\$795
Frank Priest	ENG	\$8,295
Joseph Rugutt	CHM	\$11,404
Dasha Russell	Internship	\$500
Brenda Smith	CFD	\$700
Deanna Smith	ECO	\$1,800
Rajiv Thakur	GRY	\$7,349
Jay Towell	MTH/Division Chair duties	\$6,580
Jerry Trick	MTH/PSY/IDS Coordinator duties	\$6,020
Laurie Wall	CFD	\$700
V. Jane Ward	EDU	\$2,100
Ben Wheeler	BIO/ENV	\$8,052
David White	BUS/MGT/Internships/Dist. Learning duties	\$7,621
Linda Wulff-Risner	AGR/Internships	\$5,273

**ADDENDUM B**

**The following have been appointed as Per Course Faculty for the summer 2017 session:**

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Teresa Brame	IDS	\$2,000
Krystal Colvin	ALH	\$1,800
Lillard Davis	GRY	\$1,500
Barbara Dykes	CHM	\$1,340
Dennis Emslie-Drummond	VIN	\$1,800
Paula England	CFD	\$1,800
Stephen Fugitt	REL	\$2,100
Stephen Mark Fugitt	REL	\$3,600
Joseph Geller	VIN	\$1,800
Sherry Harper-McAfee	COM	\$3,600
Billie Hutchings	SOC	\$1,800
Bob Kitt	ART	\$1,800
RA Pendergrass	PLS	\$2,100
Shelia Priest	REL	\$1,800
Randy Story	COM	\$1,800
Holly Tucker	CFD	\$2,790
Julie Williams	IMT	\$2,100

**ADDENDUM C**

**The following have been appointed as Per Course Faculty for the fall 2016 semester:**

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Sherry Harper-McAfee	COM	\$600

**ADDENDUM D**

**The following have been appointed as Per Course Faculty for the spring 2017 semester:**

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Sherry Harper-McAfee	Dual Credit Liaison duties	\$200

**ADDENDUM E**

**Supplemental payments for the spring 2017 session:**

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Melinda Denton	Dual Credit Liaison Duties	\$200
James Hart	Dual Credit Liaison Duties	\$200
Phillip Howerton	Dual Credit Liaison Duties	\$300
Jason McCollom	Dual Credit Liaison Duties	\$300
Tera Smith	Dual Credit Liaison Duties	\$200
Benjamin Wheeler	Dual Credit Liaison Duties	\$200
David White	Dual Credit Liaison Duties	\$200
Linda Wulff-Risner	Dual Credit Liaison Duties	\$200



III.B.3.

**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.

**TERMINATION:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Robert N. Elliott	Custodian I WP Physical Plant	06/30/2017

**VOTE:**     **AYE** \_\_\_\_\_  
                  **NAY** \_\_\_\_\_

III.C.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 3, 2017 through June 7, 2017 be approved.

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

**FOR APPROVAL ONLY**

**Contract amendments that cause the estimated value of a contract/agreement to be exceeded by 10% or \$25,000 whichever is greater**

**Course Management System \$189,139.70  
Office of the Provost**

Recommend approval to extend Contract C6873-1 with Blackboard Incorporated. Payment is to be made to cover Blackboard Learn Expansion Package, Bb Collaborate Web Conferencing, and Bb Collaborate Enterprise IM, covering the period July 1, 2017 through June 30, 2018.

Blackboard is a virtual learning environment and course management system that adds online elements to courses traditionally delivered face-to-face, and that offers completely online courses with few or no face-to-face meetings.

The University has been using the Blackboard system since its selection in 1999 by a committee of representatives from the faculty, Academic Affairs, Computer Services, and Continuing Education. Various course management systems were evaluated based on the security of system software, ease of use, and required functionality, and it was determined that the Blackboard system would best meet the needs of the University.

Four modules were included in the original Course Management System acquired from Blackboard in 1999:

- Course Delivery
- Mobile Learn
- Community Engagement
- Content Management

The University did not activate the Community Engagement and Content Management modules until 2014. In 2015, the University purchased a software package called Blackboard Collaborate in order to increase the overall efficiency and effectiveness of the existing modules and to take advantage of the latest technologies.

**Note: Funding to be from the FY18 operational budget.**

May 3, 2017 through June 7, 2017

**ACTIVITY REPORT  
PAGE TWO**

**Revenue contract estimated > \$100,000**

**Depository Services** **\$445,800.00**  
**West Plains Campus** **(Estimated Four-Year Revenue)**

Proposals were requested for bank depository services from nine financial institutions in the West Plains area to replace the expiring four-year contract with Community First Banking Company in West Plains. Responses were received from Arvest Bank, Community First Banking Company, Landmark Bank, and Southern Bank, all in West Plains.

Analysis showed institutions to be comparable in experience and performance, with Southern Bank offering the most favorable financial considerations.

Recommend approval to enter into a contract with Southern Bank, West Plains, for Depository Services for the period of July 1, 2017 through June 30, 2019, with two optional one-year renewals.

**Note: Revenue Contract – Funding source does not apply.**

**Contract for the purchase of goods and services estimated > \$100,000 that was competitively bid**

**Video Surveillance Upgrade for Springfield Campus Facilities** **\$500,000.00**  
**Information Services** **(Estimated)**

Approval is recommended to utilize existing Contract C5227-2 through Kenton Brothers Locksmiths, Incorporated to obtain S2 Security Magic Monitor software and equipment for video surveillance upgrades in fiscal year 2018.

The current video surveillance system is out of date and needs to be replaced. This upgrade will provide a state-of-the-art video recording and processing system with more storage capacity, better recording techniques, faster processing power for video recording and retrieval, and superior tools for searching and processing live and recorded video.

University Safety and Transportation, in collaboration with University Networking and Telecommunications, identified the need for a new system. If approved, installation of the new system will occur during July and August 2017, with plans to have the system fully operational by the fall semester.

May 3, 2017 through June 7, 2017

**ACTIVITY REPORT  
PAGE THREE**

**Note: Funding to be from the FY18 operational budget, utilizing carryforward funds.**

**Revenue contract estimated > \$100,000.00 that was competitively bid**

**University Trademark Licensing** **\$640,000.00**  
**Marketing and Communications** **(Estimated Five-Year Revenue)**

A solicitation was issued for the University's trademark licensing program, and responses were received from the incumbent, IMG, formerly Collegiate Licensing Company (CLC), and Learfield Licensing Partners. Learfield is the current source for University multi-media rights relating to broadcast and publication rights, and the right to use and license the use of University trademarks relating to Athletics.

Learfield Licensing Partners is proposing a five-year contract with the University. During the term of the partnership, Learfield will remit 80 percent of every dollar collected up to \$300,000.00 back to the University, and retain 20 percent. Current annual revenue is \$120,000.00 at the existing contract rate of 75%. The new contract would provide \$128,000.00, or \$640,000.00 over the five-year period.

Additionally, on every gross royalty revenue dollar collected after \$300,000.00 Learfield Licensing Partners will remit 90 percent of every dollar collected to the University, and will retain 10 percent.

Learfield Licensing Partners will provide the University's licensing program an annual marketing fund of \$5,000.00, or \$25,000.00 for the full five-year period. The University and Learfield Licensing are to work collaboratively to identify and select marketing and advertising initiatives that will benefit the University's licensing and branding objectives.

An annual contribution of \$15,000.00 in media rights assets will be allocated by Learfield Licensing Partners to promote the University's licensing program and the sale of licensed products.

Included is a one-time fee of \$70,000.00, which covers a \$30,000.00 one-time payment for compensation contractually owed to IMG for the year following the termination of their contract. Compensation is based on royalties for fiscal year 2018.

Other than the marketing fund, and the IMG portion of the sign-on bonus, all revenues received are applied to Athletics scholarships.

May 3, 2017 through June 7, 2017

**ACTIVITY REPORT  
PAGE FOUR**

Learfield Licensing Partners is to remit royalty settlements to the University on a quarterly basis. All royalties are to be disbursed to the University within 30 days following the end of each quarter.

Recommend approval to award a contract to Learfield Licensing Partners for one five-year period, July 1, 2017 through June 30, 2022.

**Note: Revenue Contract – Funding source does not apply.**

**FOR INFORMATIONAL PURPOSES ONLY**

**Single purchase > \$25,000 < \$100,000 from established cooperative contract**

**Computer Hardware** **\$29,844.98**  
**English**

Pursuant to University policy, which allows for participation in contract agreements established by other public entities, the University has purchased 22 computer workstations utilizing the National Association of Procurement Officers (NASPO) ValuePoint cooperative contract with Dell Marketing.

The 22 new computers, monitors, mice, and keyboards will be used to upgrade the English Professional Writing Lab in Siceluff Hall, Room 331.

**Note: Funding to be from the FY17 operational budget.**

**Single Feasible Source > \$25,000 < \$100,000**

**Curriculum Development and Delivery** **\$30,000.00**  
**Management Development Institute** **(Estimated)**

The CATTAN Services Group provides customized training and consulting solutions for organizations seeking to meet supply chain management goals and logistics objectives.

CATTAN has developed and delivered the purchasing curriculum used for Missouri State University's Management Development Institute (MDI) Purchasing Certificate Program.

May 3, 2017 through June 7, 2017

**ACTIVITY REPORT  
PAGE FIVE**

Since 2007, the CATTAN Services Group has worked with MDI to deliver an annual series of four, two-day sessions that comprise the Purchasing Certificate Program. The courses included in the certificate program are Fundamentals of Purchasing, Strategic Purchasing and Supply Management, Improving Purchasing Negotiation Skills, and Understanding Purchasing and Supply Contracts.

CATTAN Services Group wrote the curriculum and is the sole source for the curriculum, related training, and any directly related intellectual property delivered in the sessions. Usage of the curriculum and training is currently core to the certificate programs continuity at MDI.

A purchase order has been issued to CATTAN Services Group for a one-year period. **Subject to ongoing need and satisfactory performance, future orders will be issued on a continuing basis.**

**Note: Funding to be from the FY18 operational budget.**

**Single purchase > \$25,000 < \$100,000 from established cooperative contract**

<b>Canon Wide Format Printer Printing Services</b>	<b>\$34,000.01</b>
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Pursuant to University policy, which allows for participation in contract agreements established by other public entities, the University is utilizing State of Missouri Contract C211034001 to purchase a wide-format printer for use at Copy This.

A purchase order has been issued to World Wide Technology.

**Note: Funding to be from the FY17 operational budget.**

**Single Feasible Source > \$25,000 < \$100,000**

<b>Ratings and Research Broadcast Services – Ozarks Public Television</b>	<b>\$34,431.25 (Estimated Three Years)</b>
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Pursuant to University policy, which addresses justification for making awards on a single feasible source basis, the University will process a payment to TRAC Media Services for

May 3, 2017 through June 7, 2017

**ACTIVITY REPORT  
PAGE SIX**

ratings and research specific to public television stations. The data is critical in evaluating audience numbers, and in making programming decisions.

A three-year contract beginning July 1, 2017 replaces previous three-year contracts that expired in 2014 and 2017. Fees are to be paid annually upon receipt of yearly invoices.

Services are estimated to be \$11,020.00 for year one of the three-year agreement. All payments reflect a 20% discount per year for committing to a three-year term. Year two and year three price increases are limited to a maximum of four percent, which is included in the estimate.

**Note: Funding to be from the FY18 operational budget.**

**Single Feasible Purchase > \$25,000 < \$100,000**

**Basketball Officiating Fee for Missouri Valley Conference Intercollegiate Athletics** **\$35,500.00**

Payment processed to the Missouri Valley Conference for the annual men's home game officiating fee for the second half of the regular season for \$35,500.00.

Fees for Intercollegiate Athletics are considered single feasible source purchases per University policy.

**Note: Funding to be from the FY17 operational budget.**

**Single purchase > \$25,000 < \$100,000 that was competitively bid**

**Thin-Film Mapping System** **\$46,438.00**  
**Research and Economic Development**

Only one bid was received for the purchase of a thin-film mapping system for Research and Economic Development.

The tool will measure the thickness of materials, and will enhance the University's ability to characterize thin films for materials and device development.

May 3, 2017 through June 7, 2017



**ACTIVITY REPORT  
PAGE SEVEN**

A purchase order has been issued to AFP Technology for a Filmetrics, Incorporated F50-UVX measurement system.

**Note: Funding to be from the FY17 operational budget.**

**Single Feasible Source > \$25,000 < \$100,000**

**Tables and Chairs for Exterior** **\$53,577.30**  
**College of Business**

Pursuant to University policy, which addresses making awards on a single feasible source basis, a purchase order has been issued to Landscape Forms for furniture.

Exterior tables and chairs for use throughout campus have previously been specified by Planning, Design and Construction. The furniture is custom and only available from the manufacturer, Landscape Forms. It matches existing furniture on campus. Substitutions were not an option.

The University has approved the project budget for the renovation and addition to Glass Hall. The purchase is part of the \$3,000,000.00 furniture, fixtures, and equipment (FF&E) budget approved for Glass Hall via the blanket resolution approved at the May, 2017 Board of Governors meeting.

**Note: Funding to be from the furniture, fixtures, and equipment renovation and addition budget for Glass Hall.**

**Single purchase > \$25,000 < \$100,000 from established cooperative contract**

**Computer Hardware** **\$66,634.80**  
**College of Health and Human Services**

Pursuant to University policy, which allows for participation in contract agreements established by other public entities, the University has purchased 60 all-in-one computers utilizing the National Association of State Procurement Officers (NASPO) ValuePoint cooperative contract with Dell Marketing.

May 3, 2017 through June 7, 2017

**ACTIVITY REPORT  
PAGE EIGHT**

The 60 new all-in-one computers, including mice and keyboards, will be used to replace full-time faculty and staff computers that are five (5) or more years old, as part of the College's annual upgrade cycle, and also for new hires throughout fiscal year 2018.

**Note: Funding to be from the FY17 operational budget.**

**Single purchase > \$25,000 < \$100,000 from established cooperative contract**

**Juniper Networking Equipment** **\$89,386.05**  
**Networking and Telecommunications**

Pursuant to University policy, which allows for participation in contract agreements established by other public entities, the University utilized the Educational and Institutional (E&I) Cooperative Services purchasing Contract CNR01278 with Juniper Networks to obtain Juniper equipment and maintenance for upgrading the Glass Hall, Strong Hall and Craig Hall networks.

A purchase order has been issued to JMA Information Technology Incorporated.

**Note: Funding to be from the FY17 operational budget.**

**Single Feasible Source > \$100,000**

**Tables and Lectern for Conference Room** **\$110,496.00**  
**College of Business**

Pursuant to University policy, which addresses making awards on a single feasible source basis, a purchase order has been issued to Paul Downs Cabinetmakers, Bridgeport, Pennsylvania for furniture.

Several manufacturers were researched by Planning, Design and Construction, and it was stated that this manufacturer is the only one that will accommodate the requested custom finish, and all of the other required functions for these tables, such as mobility, power, traditional style, inlaid wood, and reconfiguration capability. Substitutions were not an option.

The University has approved the project budget for the renovation and addition to Glass Hall. The purchase is part of the \$3,000,000.00 furniture, fixtures, and equipment

May 3, 2017 through June 7, 2017

**ACTIVITY REPORT  
PAGE NINE**

(FF&E) budget approved for Glass Hall via the blanket resolution approved at the May, 2017 Board of Governors meeting.

**Note: Funding to be from furniture, fixtures, and equipment renovation and addition budget for Glass Hall.**

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

<b>Video Wall</b>	<b>\$552,038.87</b>
<b>College of Business</b>	

Pursuant to University policy, which allows for participation in contract agreements established by other public entities, the University has purchased audio and visual equipment for a video wall for Glass Hall utilizing the Educational and Institutional (E&I) Cooperative Services purchasing Contract CNR01317 with SKC Communications.

The University has approved the project budget for the renovation and addition to Glass Hall. The purchase is part of the \$3,000,000.00 furniture, fixtures, and equipment (FF&E) budget approved for Glass Hall via the blanket resolution approved at the May, 2017 Board of Governors meeting.

**Note: Funding to be from the furniture, fixtures, and equipment renovation and addition budget for Glass Hall.**

III.C.2.

**MISSOURI STATE UNIVERSITY**

BOARD RESOLUTION

AGREEMENT NO. \_\_\_\_\_  
Approval of Rental Rates for Space  
in the Kenneth E. Meyer Alumni  
Center for Various Departments and  
University Related Offices.

**BE IT RESOLVED** by the Board of Governors for Missouri State University that space not to exceed 51,458 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 2017-2018 fiscal year.

**BE IT RESOLVED** by the Board of Governors for Missouri State University that the 2017-2018 lease for Meyer Alumni Center be formally approved via this resolution at the \$9.50 - \$15.00 per square foot rental rate for the 51,458 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, 2017 - June 30, 2018 with the owner of this building, the Missouri State University Foundation.

\_\_\_\_\_  
Virginia Fry  
Chair of the Board

Passed at Meeting of  
June 23, 2017

\_\_\_\_\_  
Kristan Gochenauer  
Secretary

Development and Alumni Relations	20,372 sq. ft.	\$ 9.50
Development and Alumni Relations	5,439	\$11.00
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	51,458 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	250	<u>3,750.00</u>
		51,458	\$ 512,619.50

Notes:

- 1) Missouri State University does a monthly budget transfer for the following areas:  
Development and Alumni Relations, 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: 42,579
- 2) The Office of Access and Outreach does a monthly budget transfer for their space.  
Total square feet: 8,879

*June 23, 2017*

## LEASE AGREEMENT

This Lease made this 23<sup>rd</sup> day of June, 2017, 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, 2017 (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, 2018 ("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 one thousand four hundred fifty eight (51,458) square feet, located in the Meyer Alumni Center, shall be used for the offices of Development and Alumni Relations, 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 250 square feet; and a total sum not to exceed five hundred twelve thousand six hundred nineteen dollars and fifty cents (\$512,619.50), commencing July 1, 2017.

**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 time 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: \_\_\_\_\_  
Virginia Fry  
Chair of the Board



## EXHIBIT A

### Description of Premises

Premises shall consist of 51,458 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	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

51,458

## 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.D.1.

**RECOMMENDED ACTION** - Approval of Activity Report for the month of April 2017.

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 month of April 2017, 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 2017**

This report documents activities managed by Planning, Design & Construction for the month of April 2017. 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 5, 2017**

**Renovation of the Dietetics Kitchen  
Professional Building**

**Project Budget  
\$410,000.00**

A change order was signed with Mechanical Services, Inc. for extension of the contract completion date by one hundred fifty-nine calendar days. This is the first change order on this project. This change order revises the completion date due to University scheduling conflicts. The contract amount will remain unchanged at \$334,000.00. This project is being funded by the Kitchen Renovation Professional Building budget.

**Replace Exhaust Fan, Room 119  
Kemper Hall**

**Project Budget  
\$80,000.00**

A change order was signed with Kenmar Construction, Inc. for extension of the contract completion date by eleven calendar days. This is the first change order on this project. This change order revises the completion date due to delays with the supplier. The contract amount will remain unchanged at \$40,244.25. This project is being funded by the Kemper Fan budget.

**April 6, 2017**

**Materials Testing and Special Inspections, Hass-Darr Hall  
West Plains Campus**

**Project Budget  
\$5,220,000.00**

A contract was signed with Palmerton & Parrish, Inc. for services in conjunction with material testing and special inspections required for the renovation of Hass-Darr Hall. The hourly not-to-exceed fee for the consultant's work is \$23,263.00. This project is being funded by the Hass-Darr Hall Renovation budget.

**April 7, 2017**

**South Wall Exterior Repairs  
Jim D. Morris Center**

**Project Budget  
\$690,000.00**

A change order was signed with Weatherproofing Technologies, Inc. for extension of the contract completion date by two calendar days. This is the fourth change order on this project. This change order revises the completion date due to final inspection scheduling conflicts. The contract amount will remain unchanged at \$649, 219.75. This project is being funded by the Morris Center South Wall budget.



**April 10, 2017**

**Renovation and Addition  
Glass Hall**

**Project Budget  
\$33,840,165.00**

Additional services were approved with Perkins + Will for services in conjunction with the renovation and addition of Glass Hall. The University requested a review of the specifications for the owner provided video wall proposal. The additional services amount is \$1,500.00. The new contract amount is \$2,202,043.00. This project is being funded by the Glass Hall Renovation and Addition budget and does not increase the overall approved project budget.

**April 11, 2017**

**Materials Testing and Special Inspections, Plaza Addition to the  
Davis-Harrington Welcome Center**

**Project Budget  
\$267,350.00**

A contract was signed with Palmerton & Parrish, Inc. for services in conjunction with material testing and special inspections required for the landscaped plaza at the Davis-Harrington Welcome Center. The hourly not-to-exceed fee for the consultant's work is \$2,907.40. This project is being funded by the Welcome Center Plaza budget.

**Install Feed Bins  
Shealy Farm**

A contract was signed with J&M Engineering, LLC for engineering services in conjunction with the installation of a concrete base for upright feed bins. The hourly not-to-exceed fee for the consultant's work is \$2,300.00. This project is being funded by the Agriculture Feeding Facility at Shealy Farm Fund.

**FY17 Chiller Repairs  
Campus Utilities**

**Project Budget  
\$75,000.00**

A change order was signed with Trane U.S. Inc. for extension of the contract completion date by thirty calendar days. This is the first change order on this project. This change order revises the completion date to accommodate unforeseen paperwork delays experienced by the contractor. The contract amount will remain unchanged at \$26,872.00. This project is being funded by the Chilled Water Maintenance budget.

**April 17, 2017**

**Renovation  
Ellis Hall**

**Project Budget  
\$14,328,230.00**

A change order was signed with Carson-Mitchell, Inc. in the amount of \$81,423.26. This is the third change order on this project. This change order repairs the roofing material. The contract amount will be increased to \$12,066,493.63. This project is being funded by the Ellis Hall Renovation budget.

**Renovation  
Ellis Hall**

**Project Budget  
\$14,328,230.00**

A change order was signed with Carson-Mitchell, Inc. in the amount of \$106,354.01. This is the fourth change order on this project. This change order upgrades the materials for the junior recital hall. The contract amount will be increased to \$12,172,847.64. This project is being funded by the Ellis Hall Renovation budget.

**April 18, 2017**

**ROTC Entry Door Signage  
Freudenberger House**

**Project Budget  
\$650.00**

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$511.52. This project was issued under the FY17 job order contracting services agreement. This change order installs signage at the ROTC entrance.

The project budget has been established as follows:

<b>Project Budget</b>	
Consulting Fees	\$ 0.00
Construction Contracts	511.52
Project Administration	51.15
Construction Contingency	87.33
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
<b>Total Project Budget</b>	<b>\$650.00</b>

This project is being funded by the Military Science budget.

**April 19, 2017**

**Expansion of Parking Lot 39  
Springfield Campus**

**Project Budget  
\$700,000.00**

Bids were received on April 4, 2017 for the expansion of parking lot 39 on the Springfield campus. Following the April Board of Governors' Executive Committee meeting, a notice to proceed was issued to Base Construction & Management, LLC in the amount of \$571,500.00. This project is being funded by the Parking – South Kentwood / Lot 39 budget.

**Synthetic Grass Field Replacement  
Betty and Bobby Allison Recreation Fields**

**Project Budget  
\$355,000.00**

A proposal was received on April 6, 2017 utilizing The Interlocal Purchasing System Contract to replace the existing synthetic grass surface on two adjacent fields. Following the April Board of Governors' Executive Committee meeting, a notice to proceed was issued to Shaw Sports Turf in the amount of \$296,974.00. This project is being funded by the Intramural Field Replacement, Allison Recreation budget.

**Renovate Computer Labs  
Cheek Hall**

**Project Budget  
\$860,000.00**

Bids were received on April 6, 2017 for the renovation of the computer labs. Following the April Board of Governors' Executive Committee meeting, a notice to proceed was issued to Nesbitt Construction, Inc. in the amount of \$583,000.00. This project is being funded by the Renovation Cheek Hall Computer Labs budget.

**Asbestos Removal, Computer Lab 150  
Cheek Hall**

**Project Budget  
\$16,500.00**

Bids were received for the removal of asbestos required for the renovation of the computer labs. A notice to proceed was issued to Gerken Environmental Enterprises, Inc. in the amount of \$13,137.00.

The bids received on this project are as follows:

<b>Contractor</b>	<b>Base Bid</b>
Gerken Environmental Enterprises, Inc.	\$13,137.00
Mid-America Environmental Solutions	\$19,505.00
Sunbelt Environmental Services	\$18,282.00

The project budget has been established as follows:

<b>Project Budget</b>	
Consulting Fees	\$ 0.00
Construction Contracts	13,137.00
Project Administration	363.00
Construction Contingency	3,000.00
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
<b>Total Project Budget</b>	<b>\$16,500.00</b>

This project is being funded by the Renovation Cheek Hall Computer Labs budget.

**Renovation of the Third Floor  
Professional Building**

Following approval at the April Board of Governors' Executive Committee meeting, a contract was signed with Hastings + Chivetta Architects for services in conjunction with the renovation of the third floor. The fixed fee for the consultant's work is \$140,000.00 plus reimbursable expenses. This project is being funded by the Renovation Professional Building budget.

**April 20, 2017**

**2017 Biennial Elevator Inspections  
Springfield Campus**

A contract was signed with Kenneth H. Lemp Elevator Consultant, Inc. for the physical inspection of the elevator units located on the Springfield, Mountain Grove, and West Plains campuses. The fixed fee for the consultant's work is \$21,700.00. This project is being funded by the Elevator Inspections budget.

**Television Station Channel Reassignment  
KOZK and KOZJ**

A contract was signed with Marsand, Inc. for services in conjunction with the channel reassignment plan for KOZK and KOZJ television stations as required by the Federal Communications Commission. The fixed fee for the consultant's work is \$18,500.00. This project is being funded by the KOZK Fordland Reassign and KOZJ Joplin Reassign budgets.

**April 28, 2017**

**Improve District Chilled Water System, Phase I  
Campus Utilities**

**Project Budget  
\$1,395,000.00**

A change order was signed with Mechanical Services, Inc. in the amount of \$11,461.58. This is the first change order on this project. This change order revises the mechanical room piping and water heater piping. The contract amount will be increased to \$857,461.58 and twenty-seven calendar days will be added to the contract completion date. This project is being funded by the District Chilled Water Improvements budget.

**Improve District Chilled Water System, Phase I  
Campus Utilities**

**Project Budget  
\$1,395,000.00**

A change order was signed with Mechanical Services, Inc. in the amount of \$20,259.93. This is the second change order on this project. This change order increases the width of the trenches. The contract amount will be increased to \$877,721.51. This project is being funded by the District Chilled Water Improvements budget.

III.D.2.

**RECOMMENDED ACTION** - Approval of Activity Report for the month of May 2017.

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 month of May 2017, 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**

**May 2017**

This report documents activities managed by Planning, Design & Construction for the month of May 2017. 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.

**May 1, 2017**

**New Elevator Installation  
Kentwood Hall**

**Project Budget  
\$2,043,395.00**

A change order was signed with Carson-Mitchell, Inc. in the amount of \$20,257.50. This is the second change order on this project. This change order provides stainless steel interior panels and a wood ceiling in the elevator. The contract amount will be increased to \$1,697,792.39. This project is being funded by the Kentwood Elevator Renovation budget.

**New Elevator Installation  
Kentwood Hall**

**Project Budget  
\$2,043,395.00**

A change order was signed with Carson-Mitchell, Inc. in the amount of \$15,613.20. This is the third change order on this project. This change order modifies the structural steel for the fifth and sixth floor. The contract amount will be increased to \$1,713,405.59. This project is being funded by the Kentwood Elevator Renovation budget.

**Re-Apply Paint Finish  
Craig Hall**

**Project Budget  
\$5,700.00**

A change order was signed with Kenmar Construction, Inc. for a deduct in the amount of \$3,693.37. This is the first change order on this project. This change order reduces the labor hours that were originally anticipated by the contractor, but were ultimately not required. The contract amount will be decreased to \$1,523.00. This project is being funded by the Craig Hall Third Floor Renovation budget.

**Boundary Survey  
Kindrick Family Farm**

A contract was signed with CJW Transportation Consultants, LLC for services in conjunction with a boundary survey for the recently acquired property. The hourly not-to-exceed fee for the consultant's work is \$4,719.00. This project is being funded by the One – Time Funding – Provost budget.

May 3, 2017

**Re-Apply Paint Finish  
Craig Hall**

**Project Budget  
\$98,000.00**

Bids were received for re-applying the paint finish to the third floor corridor. A notice to proceed was issued to Sam Melvin Painting Company in the amount of \$84,000.00.

The bids received on this project are as follows:

<b>Contractor</b>	<b>Base Bid</b>
Sam Melvin Painting Company	\$84,000.00
Rio Architect Builders	\$99,180.00
RF Barratt Enterprises	\$123,000.00
Hovey Homes, LLC	\$149,500.00

The project budget has been established as follows:

<b>Project Budget</b>	
Consulting Fees	\$ 0.00
Construction Contracts	84,000.00
Other Construction Costs	1,523.00
Project Administration	4,000.00
Construction Contingency	8,477.00
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
<b>Total Project Budget</b>	<b>\$98,000.00</b>

This project is being funded by the Craig Hall Third Floor Renovation budget.

May 4, 2017

**Improve District Chilled Water System, Phase II  
Campus Utilities**

**Project Budget  
\$2,105,000.00**

A change order was signed with DeWitt & Associates, Inc. in the amount of \$18,708.00. This is the second change order on this project. This change order includes additional chilled water fittings. The contract amount will be increased to \$1,953,891.00. This project is being funded by the District Chilled Water Improvement budget.

**FY17 Job Order Contracting Services – Security Systems Installation  
Springfield, Mountain Grove, and West Plains Campuses**

**Project Budget  
\$50,000.00**

A notice of award was issued to NetWatch, Inc. for renewal of the job order contracting services for security systems installation for the Networking and Telecommunications department on the Springfield, Mountain Grove, and West Plains campuses. This contract is to accomplish installation of security cameras, blue light telephones, electronic door access, and alarm security systems, with the maximum expenditure per project not to exceed \$50,000.00. The cumulative total of this contract may not exceed \$50,000.00 during the contract term. The University reduced the annual contract limit of this agreement from \$250,000.00 to \$50,000.00. This is the first renewal of four available renewals for this contract. The renewal period shall remain in force until April 30, 2018. This contract will be administered by Networking and Telecommunications.

**May 5, 2017**

**New Signage  
Meyer Library**

A contract was signed with Cannon Design, Inc. for services in conjunction with wayfinding and signage. The fixed fee for the consultant's work is \$5,450.00. This project is being funded by the Library – Reserve budget.

**May 8, 2017**

**Concrete Base for Upright Feed Bins  
Shealy Farm**

**Project Budget  
\$13,281.00**

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$10,635.72. This project was issued under the FY17 job order contracting services agreement. Work under this project constructs a thick concrete base for the installation of upright feed bins.

The project budget has been established as follows:

<b>Project Budget</b>	
Consulting Fees	\$ 2,300.00
Construction Contracts	10,635.72
Project Administration	0.00
Construction Contingency	345.28
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
<b>Total Project Budget</b>	<b>\$13,281.00</b>

This project is being funded by the Agriculture Feeding Facility at Shealy Farm Fund.

**May 9, 2017**

**Floor Cracking in Weight Room  
Hammons Student Center**

**Project Budget  
\$145,000.00**

A change order was signed with Bales Construction Company, Inc. in the amount of \$3,804.00. This is the second change order on this project. This change order installs additional flooring for the platform insets. The contract amount will be increased to \$107,104.00 and one hundred two calendar days will be added to the contract completion date due to the additional lead time required to acquire the revised flooring. This project is being funded by the Hammons Student Center – Floor Repair budget.

**May 16, 2017**

**Improve District Chilled Water System, Phase II  
Campus Utilities**

**Project Budget  
\$2,105,000.00**

A change order was signed with DeWitt & Associates, Inc. in the amount of \$19,761.00. This is the third change order on this project. This change order includes an additional warranty for the chiller. The contract amount will be increased to \$1,973,652.00. This project is being funded by the District Chilled Water Improvement budget.



May 17, 2017

**Asbestos Removal and Replace Tile  
Greenwood Laboratory School**

**Project Budget  
\$3,700.00**

A work order was issued to Gerken Environmental Enterprise, Inc. in the amount of \$3,058.72. This work order was issued under the FY17 on-call asbestos abatement contract. Work under this project includes asbestos tile and mastic removal in room 301.

The project budget has been established as follows:

<b>Project Budget</b>	
Consulting Fees	\$ 0.00
Construction Contracts	3,058.72
Project Administration	141.28
Construction Contingency	500.00
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
<b>Total Project Budget</b>	<b>\$3,700.00</b>

This project is being funded by the Greenwood Lab School – Non Operating budget.

**Relocate Sewer Line  
Campus Utilities**

A contract was signed with CJW Transportation Consultants, LLC for services in conjunction with the sewer line relocation. The hourly not-to-exceed fee for the consultant's work is \$14,105.93. This project is being funded by the Sewer Line – Karls / Hill budget.

**Install Card Reader  
Central Stores and Maintenance**

**Project Budget  
\$1,400.00**

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$1,191.00. This project was issued under the FY17 job order contracting services agreement. Work under this project prepares the existing door frames for the installation of card readers.

The project budget has been established as follows:

<b>Project Budget</b>	
Consulting Fees	\$ 0.00
Construction Contracts	1,191.00
Project Administration	59.00
Construction Contingency	150.00
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
<b>Total Project Budget</b>	<b>\$1,400.00</b>

This project is being funded by the Custodial budget.

**Renovation and Addition  
Glass Hall**

**Project Budget  
\$35,340,165.00**

A change order was signed with Dewitt & Associates, Inc. in the amount of \$1,198,464.00. This is the eleventh change order on this project. This change order includes electrical demolition and lighting revisions in the existing three large first floor classrooms along with all new finishes within the classrooms, renovations to office complexes, and new carpeting in existing areas. The contract amount will be increased to \$28,107,113.00. This project is being funded by the Glass Hall Renovation and Addition budget.

**May 18, 2017**

**Asbestos Removal  
Hill Hall**

**Project Budget  
\$150,000.00**

Bids were received on April 25, 2017 to remove asbestos material prior to the renovation of Hill Hall. Following the May Board of Governors' meeting, a notice to proceed was issued to Gerken Environmental Enterprises, Inc. in the amount of \$118,934.00. This project is being funded by the Hill Hall Renovation budget.

**Renovation of the Third Floor  
Professional Building**

**Project Budget  
\$1,100,000.00**

Bids were received on May 2, 2017 for the renovation of the third floor. Following the May Board of Governors' meeting, a notice to proceed was issued to DeWitt & Associates, Inc. in the amount of \$785,200.00. This project is being funded by the Renovation Professional Building budget.

**May 22, 2017**

**Renovate South Elevator  
Professional Building**

A contract was signed with Kenneth H. Lemp Elevator Consultant, Inc. for services in conjunction with the south elevator renovation. The fixed fee for the consultant's work is \$10,920.00. This project is being funded by the Elevator Refurbishing, Professional Building budget.

**May 23, 2017**

**Plaza Addition to the  
Davis-Harrington Welcome Center**

**Project Budget  
\$267,350.00**

A change order was signed with Bales Construction Company, Inc. in the amount of \$6,541.00. This is the first change order on this project. This change order revises the underground conduits. The contract amount will be increased to \$200,041.00. This project is being funded by the Welcome Center Plaza budget.

May 25, 2017

**Inside Plant Wiring Contract  
Networking and Telecommunications**

**Project Budget  
\$50,000.00**

A notice of award was issued to TSI Technology Solutions, LLC for renewal of the inside plant wiring contract for the Networking and Telecommunications department on the Springfield, Mountain Grove, and West Plains campuses. This contract provides voice and data wiring, as well as on-site installation services on a unit price basis, with the maximum expenditure per project not to exceed \$50,000.00. The cumulative total of this contract may not exceed \$50,000.00 during the contract term. The University reduced the annual contract limit of this agreement from \$150,000.00 to \$50,000.00. This is the third renewal of five available renewals for this contract. The renewal period shall remain in force until February 28, 2018. This contract will be administered by Networking and Telecommunications.

**Refinish East Basketball Court Floor  
Hammons Student Center**

**Project Budget  
\$17,500.00**

A change order was signed with Kenmar Construction, Inc. in the amount of \$440.00. This is the first change order on this project. This change order revises the line colors on the east basketball floor. The contract amount will be increased to \$14,363.90. This project is being funded by the Hammons Student Center Administration budget.

**FY17 Chiller Repairs  
Campus Utilities**

**Project Budget  
\$75,000.00**

A change order was signed with Trane U.S. Inc. in the amount of \$7,485.00. This is the second change order on this project. This change order includes additional labor required to clean two cooling towers at Hammons Student Center and will accommodate for weather delays. The contract amount will be increased to \$34,357.00 and eight calendar days will be added to the contract completion date. This project is being funded by the Chilled Water Maintenance budget.

III.D.3.

**RECOMMENDED ACTION** – Approval of bids and award of a contract to replace the boilers in Kentwood 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 W.M.C., Inc. in the amount of One Hundred Forty-eight Thousand Five Hundred Four and 00/100ths dollars (\$148,504.00) for the base bid plus alternate 1 to replace the boilers in Kentwood Hall be accepted, approved, and awarded.

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

<b>Project Budget</b>	
Consultant Fees	\$0.00
Construction Costs	\$148,504.00
Project Administration	\$6,496.00
Construction Contingency	\$25,000.00
Furniture, Fixtures, and Equipment	\$0.00
Telecommunications	\$0.00
Relocation Costs	\$0.00
<b>Total Project Budget</b>	<b>\$180,000.00</b>
<b>Funding Source</b>	
Boiler Replacement - Kentwood budget	\$180,000.00
<b>Total Funding Source</b>	<b>\$180,000.00</b>

**BE IT FURTHER RESOLVED** that this be paid from the Boiler Replacement – Kentwood budget funded from the Residence Life Reserve 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:

<b>Contractor</b>	<b>Base Bid</b>	<b>Alternate 1</b>	<b>Total (Base Bid + Alt. 1)</b>
<b>W.M.C., Inc.</b>	\$142,652.00	\$5,852.00	\$148,504.00
<b>Gold Mechancial, Inc.</b>	\$162,400.00	\$9,600.00	\$172,000.00
<b>Connelly Plumbing Company</b>	\$167,800.00	\$9,900.00	\$177,700.00
<b>MSI Constructors</b>	\$180,000.00	\$19,700.00	\$199,700.00
<b>Allen's Mechanical</b>	\$184,992.00	\$14,733.00	\$199,725.00

This project replaces two aging boilers located in the basement mechanical room of Kentwood Hall with new high efficiency condensing boilers. The existing building chimney will no longer be needed and will be capped. The work is scheduled to be completed during the 2017 fall semester.

Alternate 1 relocates the existing primary chilled water pump to a less congested area within the mechanical room. The relocation will aid in maintenance and create a safe work environment for University personnel. It is recommended that this alternate be accepted.

This project will be paid from the Boiler Replacement – Kentwood budget funded from the Residence Life Reserve (\$180,000.00) budget.

III.D.4.

**RECOMMENDED ACTION** – Approval of bids and award of a contract to construct an outdoor seating plaza at the Hammons Fountains on the Springfield campus.

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 Sixty-nine Thousand Eight Hundred and 00/100ths dollars (\$69,800.00) for the base bid to construct an outdoor seating plaza at the Hammons Fountains on the Springfield campus be accepted, approved, and awarded.

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

<b>Project Budget</b>	
Consultant Fees	\$0.00
Construction Costs	\$69,800.00
Other Construction Costs	\$33,000.00
Project Administration	\$15,000.00
Construction Contingency	\$36,231.00
Furniture, Fixtures, and Equipment	\$95,000.00
Telecommunications	\$30,000.00
Relocation Costs	\$0.00
<b>Total Project Budget</b>	<b>\$279,031.00</b>
<b>Funding Source</b>	
Wyrick FY16 – Outdoor Plaza budget	\$279,031.00
<b>Total Funding Source</b>	<b>\$279,031.00</b>

**BE IT FURTHER RESOLVED** that this be paid from the Wyrick FY16 – Outdoor Plaza budget funded by the Wyrick Student Project fund.

**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:

<b>Contractor</b>	<b>Base Bid</b>
<b>Bales Construction Company, Inc.</b>	\$69,800.00
<b>Kenmar Construction, Inc.</b>	\$106,800.00

This project will construct a new landscaped plaza area located east of the fountain on the west mall of the Springfield campus. The work is scheduled to be completed during the fall 2017 semester.

In 2016, the students voted in support of creating an outdoor plaza located near the Hammons Fountains. The area was to provide additional outdoor seating and enhanced landscaping. In 2017, the students continued to support the new outdoor seating area by voting for additional funds to enlarge the project. As the project was being designed, it was designed around phase I with an option to add phase II should the students approve the addition. With student approval, both phase I and phase II were bid together to reduce mobilization costs that would have been connected with two separate construction projects. In addition to the award of the above construction contract, University Grounds Services will install landscaping as part of the project. Outdoor furnishings will also be procured and placed once the construction has been completed.

This project will be paid from the Wyrick FY16 – Outdoor Plaza budget funded by the Wyrick Student Project fund (\$279,031.00).

III.D.5.

**RECOMMENDED ACTION** - Approval of a resolution granting a license agreement to install flooring at the John Q. Hammons Arena.

The following resolution was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_.

**WHEREAS** Missouri State University wishes to contract with a company to install flooring at the John Q. Hammons Arena;

**WHEREAS**, the flooring will be installed on property owned by Missouri State University; and

**WHEREAS**, Missouri State University requests a license agreement to contract with a contractor to install the flooring at the expense of Mourey's Flooring.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Governors of Missouri State University that the license agreement, 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 and directed to execute the license agreement attached hereto.

**VOTE: AYE** \_\_\_\_\_

**NAY** \_\_\_\_\_

**COMMENTS:**

The John Q. Hammons Arena staff would like to replace loose walk-off mats at the primary entrances to the building. In order to do so, permanent carpet designed for this use will be installed in the existing vestibule and at the interior of the locations where no vestibule exists. In addition, this new flooring will be installed at the main employee entrance located near the security office.

This work is a donation to the University. No payment will be made by the University to the contractor for the attached scope of work. A license agreement is used in order to document the work to be performed, insurance requirements, and prevailing wage. This agreement is very similar to other license agreements used in the past for donations of capital improvements made on our campus.



## **LICENSE AGREEMENT**

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This License Agreement, by and between Missouri State University, Springfield Missouri (hereinafter referred to as "Owner"), and Mourey's Flooring, Springfield, Missouri (hereinafter referred to as "Licensee"), on the following terms and conditions.

A. GRANT OF LICENSE. Owner hereby agrees, grants and conveys to Licensee a license to enter upon University property, location at the John Q. Hammons Arena, Missouri State University Campus, Springfield, Missouri, and to construct thereon improvements, which improvements shall be referred to herein as the Installation of Flooring at John Q. Hammons Arena, together with all necessary easements and appurtenances thereto.

B. LICENSEE'S COMMITMENTS. In consideration of the grant of license as set forth herein, Licensee agrees:

(1) The Work: To construct the Installation of Flooring at John Q. Hammons Arena in accordance with Missouri State University, Office of Planning, Design & Construction's design standards, which can be generally described as the following and shall be referred to herein as the Work:

Invision Incognito / Alter Ego flooring manufactured by J&J Flooring Group will be installed at four entrances into the John Q. Hammons Arena. This flooring is designed for entrance applications. The flooring will be installed per the attached drawings.

The work shall be in compliance with the Americans With Disabilities Act, § 504 of the Rehabilitation Act of 1973, the 2006 IBC code, state building standards for accessibility and energy efficiency (ASHRAE Standard 90) as set forth Chapter 8 of the Revised Statute of Missouri and in accord with Missouri State University construction standard acceptable to the Missouri State University Office of Planning, Design & Construction

(2) Licensee's Construction Schedule: To begin construction of the Installation of Flooring at John Q. Hammons Arena by June 26, 2017 or as soon as reasonably possible thereafter. The Work shall continue without unnecessary delay and shall be completed acceptable to Owner by July 5, 2017.

(a) Licensee shall prepare and submit for the Owner's information a Licensee's construction schedule for the Work and shall set forth interim dates for completion of various components of the Work as defined within the License Agreement. The schedule shall not exceed time limits defined within the License Agreement, shall be revised at appropriate intervals as required by the conditions of the Work, and shall provide for expeditious and practicable execution of the Work.

(b) The construction schedule shall be in a detailed format satisfactory to the Owner. If the Owner has a reasonable objection to the schedule submitted by the Licensee,

the construction schedule shall be promptly revised by the Licensee. The Licensee shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. Additionally, the Licensee shall submit a revised schedule at intervals as requested by the Owner.

(3) Completion of the Work:

- (a) Licensee shall commence the Work promptly as provided in License Agreement. Licensee shall prosecute the Work vigorously and diligently so as to cause completion within the time stipulated in the License Agreement.
- (b) If, in the opinion of the Licensee, he or she is delayed by any act or neglect of the Owner, or any representative of the Owner, or by changes in the Work ordered in writing by the Owner, or by strikes, lockouts, fire, tornado, or any other cause beyond the reasonable control of the Licensee, they shall, within ten (10) consecutive days from the start of such delay, enter written claim with the Owner that such delay occurred.
- (c) When the Licensee considers that the Work, or portion thereof which the Owner agrees to accept separately, is substantially complete, the Licensee shall notify the Owner in writing, and shall submit to the Owner together with such notice (1) a list of items to be completed or corrected, and (2) all permits, certificates, and special warranties required by the License Agreement, endorsed by the Licensee and in a form reasonably acceptable to the Owner. Such notice shall be given at least five (5) calendar days prior to the date stated for final inspection. Promptly after receiving such notice, list, permits, certificates, and special warranties, the Owner will conduct a preliminary review to determine whether or not they are generally complete and correct. Failure to include an item on such list does not alter the responsibility of the Licensee to complete all Work in accordance with the License Agreement. If the Owner finds on the basis of this review that the Licensee's notice and supporting documents are not generally complete or correct, the Owner will return them to the Licensee for revision and resubmittal, describing in general the additions and/or corrections required. If the Owner finds on a preliminary review of the Licensee's resubmittal, that the resubmitted notice and supporting documents are still not generally complete and correct, the Licensee shall again correct and resubmit them. When the Owner finds on the basis of a preliminary review that the Licensee's notice and supporting documents are substantially complete and correct, the Owner will proceed to perform a detailed inspection to determine that the requirements of the License Agreement for Substantial Completion of the Work have been met. Upon making such a determination, the Owner will prepare a Certificate of Substantial Completion that shall establish the Date of Substantial Completion of the Work. Warranties required by the License Agreement shall commence upon the Date of

Substantial Completion of the Work unless otherwise provided in the Certificate of Substantial Completion.

(4) Separate Agreements: Owner reserves the right to let other Agreements in connection with this Work. Licensee agrees to afford other contractors reasonable opportunity for the introduction and storage of materials and execution of their work and shall cooperate with such other contractors to properly connect and coordinate their work with theirs. Licensee agrees to do their work per the schedule and in accordance as set forth herein.

(a) If any part of the Licensee's Work depends, for proper execution or results, upon the work of any other contractor, the Licensee shall inspect and promptly report to the Owner any defects in such work that render it unsuitable for such proper execution and results. Their failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work except as to defects which may develop in the other contractor's work after the execution of his work and which were not discoverable at the time of inspection. To insure the proper execution of their subsequent work, the Licensee shall measure work already in place and shall at once report to the Owner any discrepancies between the executed Work and the License Agreement.

(5) Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Participation: Licensee agrees to satisfy all MBE/WBE applicable requirements for all work in excess of one hundred thousand dollars (\$100,000.00).

(a) Licensee shall complete and return the applicable MBE/WBE forms as included in Appendix A.

(6) Employment of Unauthorized Aliens: Licensee agrees to comply with all provisions of Section 285.530, RSMo, for all services in excess of five thousand dollars (\$5,000.00).

(a) Licensee shall complete and return the Affidavit for Compliance with Section 285.530, RSMo., included in Appendix A, **and provide documentation evidencing current enrollment in a federal work authorization program**, e.g., the electronic signature page from the E-Verify program's Memorandum of Understanding.

(7) Occupational Safety and Health Administration (OSHA) Training Mandate: Licensee agrees to comply with all provisions of Section 292.675, RSMo.

(8) Statutory Preference: Licensee agrees to the following provisions:

(a) By virtue Statutory authority a preference will be given to Missouri Labor and to products of mines, forests and quarries of the State of Missouri when they are found in marketable quantities in the state, and all such materials shall be of the best quality and suitable character that can be obtained at reasonable market prices, all

as provided for in Section 8.280, Missouri Revised Statutes, Section 34.359 RSMo., and cumulative supplements, incorporated herein by reference.

- (b) The President of Missouri State University certifies that it is the policy of Missouri State University that no Licensee or vendor providing goods, commodities or services for purchase or lease will knowingly include or supply products manufactured outside the United States. Exceptions to this requirement are where it can be documented that said products are not manufactured in the United States in sufficient quantities to meet the License Agreement requirements within the necessary time, or where obtaining products manufactured or assembled or produced in the United States would increase the cost of the proposal by more than ten percent (10%). Any vendor or Licensee knowingly violating this provision shall be in violation of the terms and conditions of the License Agreement, and subject to termination of the License Agreement.
- (9) 'Anti-Kick Back': Licensee agrees to comply with all provisions of the Copeland 'Anti-Kick Back' Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 C.F.R., Part 3), incorporated herein by reference.
- (10) Transient Employers: Licensee must be registered and bonded with the Department of Revenue and Division of Employment Security. If requested, Licensee must provide proof of compliance with these conditions.
- (11) University Non-Discrimination Statement: Licensee agrees to the following provisions:
- (a) Missouri State University 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 nondiscrimination 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, religion, sex, national origin, ancestry, age, disability, or veteran status 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. In addition, the University does not discriminate on any basis (including, but not limited to, political affiliation and sexual orientation) not related to the applicable educational requirements for students or the applicable job requirements for employees.
- (b) This policy shall not be interpreted in a manner as to violate the legal rights of religious organizations or military organizations associated with the Armed Forces of the United States of America.
- (c) Missouri State University maintains a grievance procedure incorporating due process available to any person who believes he or she has been discriminated against.

Missouri State University is an Equal Opportunity/Affirmative Action/Minority/Female/Veterans/Disability employer. Inquiries concerning the grievance procedure, Affirmative Action Plan, or compliance with federal and state laws and guidelines should be addressed to the Equal Opportunity Officer/Title IX Coordinator, Office for Institutional Equity and Compliance, Park Central Office Building, Suite 111, Springfield, Missouri 65897, [equity@missouristate.edu](mailto:equity@missouristate.edu), 417-836-4252, or to the Office for Civil Rights.

- (d) Licensee and their subcontractors will not discriminate based on affected group status unless with respect to sex, age, or handicapped status such restrictions relate to the bona fide occupational qualifications. Specifically, the Licensee and their subcontractors shall not discriminate:
1. Against recipients of service on the basis of race, color, religion, national origin, sex, handicap or age.
  2. Against any employee or applicant for employment on the basis of race, color, religion, national origin, sex or otherwise qualified handicapped status.
  3. Against any applicant for employment or employee on the basis of age, where such applicant or employee is between ages 40 and 70 and where such Licensee employees at least 20 persons.
  4. Against applicant for employment or employee on the basis of that person's status as a disabled or Vietnam-era veteran.
- (e) Licensee and their subcontractors will take affirmative action to insure applicants are employed and employees are treated during employment without regard to the above considerations. Such action shall include, but not be limited to, the following: employment, upgrading, demotion and transfer; recruitment advertising; and selection for training, including apprenticeship. The Licensee and their subcontractors will give written notice of their commitments under this clause to any labor union with which they have bargaining or other agreements.
- (f) Facilities provided for employees will be provided in such a manner that segregation on the basis of race, color, religion, or natural origin cannot result.
- (g) Licensee will, in all solicitations or advertisements for employees placed by or on behalf of the Licensee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, age, sex or national origin.
- (h) Licensee will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice advising that the labor union or workers' representative of the Licensee's commitments under Section 202 of the Executive Order No. 11246 of September 24,

1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (i) Licensee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of rules, regulations and relevant orders of the Secretary of Labor, and shall also comply with the Missouri Fair Employment and Public Accommodation Practices Act, Chapter 213 RSMo., any applicable provisions of the Americans with Disabilities Act of 1990, Titles VI and VII of the Civil Rights Act of 1964, all incorporated herein by reference, and will hold harmless Missouri State University from any violation or claimed violation of law, ordinance or regulation arising from this License Agreement.
- (j) Licensee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by an appropriate agency of the Federal government and by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (k) Licensee and each subcontractor shall file annually, on or before the 31st day of March, complete and accurate reports on Standard Form 100 (EEO-1) promulgated jointly by the Office of Federal Contract Compliance Programs, the Equal Employment Opportunity Commission and Plans for Progress or such form as may hereafter be promulgated in its place if such Licensee or subcontractor (I) is not exempt from the provisions of the regulations in accordance with 60-1.5; (ii) has 50 or more employees; (iii) is a prime Contractor or first tier Subcontractor; and (iv) has a contract, subcontract or purchase order amounting to \$50,000 or more or serves as a depository of Government funds in any amount, or is a financial institution which is an issuing and paying agent for U.S. savings bonds and savings notes: Provided, that any Subcontractor below the first tier which performs construction work at the site of construction shall be required to file such a report if it meets requirements of paragraphs (I), (ii), and (iv) of this section.
- (l) In the event of the Licensee's noncompliance with the Equal Opportunity conditions of this License Agreement or with any such rules, regulations or orders, this License Agreement may be canceled, terminated or suspended in whole or in part, and the Licensee may be declared ineligible for further government contracts, or federal assisted contracts, in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation or Order of the Secretary of Labor, or as otherwise provided by law.
- (m) Licensee will include this paragraph and the above paragraphs in this article in every subcontract or purchase order unless exempted by rules, regulations or orders of the

Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that provisions will be binding upon each subcontractor or vendor. Licensee will take such action with respect to any subcontractor or vendor as the appropriate agency of the Federal Government may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the Licensee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the appropriate agency of the Federal Government, the Licensee may request the United States to enter into such litigation to protect the interests of the United States.

- (n) Exemptions the requirements of the above Equal Opportunity conditions are contracts and subcontracts not exceeding \$10,000.00, and contract and subcontracts with regard to work performed outside the United States by employees who were not recruited in the United States.
- (o) Licensee and their subcontractor shall develop, implement, maintain and submit in writing to the Owner an affirmative action program if at least fifty (50) persons in the aggregate are to be employed under this License Agreement. If less than fifty (50) persons in the aggregate are to be employed under this License Agreement, the Licensee shall submit, in lieu of the written affirmative action program, a properly executed Certificate for Affirmative Action in the form as included in Appendix A. For the purpose of this section, an "affirmative action program" means positive action to influence all employment practices (including, but not limited to, recruiting, hiring, promotion and training) in providing equal employment opportunity regardless of race, color, sex, national origin, religion, age (where the person affected is between 40 and 70), disabled and Vietnam-era veteran status, and handicapped otherwise qualified status. Such "affirmative action program" shall include:
1. A written policy statement committing the total organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
  2. The identification of a person designated to handle affirmative action;
  3. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to lay-off, recall, discharge, demotion and discipline;
  4. The exclusion of discrimination from all collective bargaining agreements; and
  5. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

- (p) The required Certificate of Affirmative Action shall be submitted prior to commencement of the Work. In the enforcement of this non-discrimination clause, the Owner may use any reasonable procedures available, including, but not limited to: requests, reports, site visits and inspection of relevant documents to the Licensee and their subcontractors.
- (q) In the event of the Licensee's or subcontractor's noncompliance with any provisions of this article, the Owner may cancel this License Agreement in whole or in part or require the Licensee to terminate the contract with their subcontractor.
- (r) The Licensee and their subcontractors shall provide the Owner accurate information for quarterly and final reports of the number and percentage of minority workmen, classified by trade, and a list of all minority subcontractors or, in the case of projects equal to or greater than one hundred thousand dollars (\$100,000.00), MBE/WBE(s) involved on this construction project. The Licensee shall be responsible for obtaining and reporting this information with respect to their firm and for all subcontractors. The reports shall include:
1. The total number of individual minority employees, excluding females, working on the construction project, classified by trade, that were employed during the three months preceding and including the last regular working day of the month of March, June, September or December, as applicable. The final report shall reflect all minority employment, excluding females, occurring since the last quarterly report or the overall minority employment if there was no prior report due.
  2. The percentage of minority workmen classified by trade as reported in 1.
  3. A list of all minority subcontractors including the trade classification and mailing address of each firm working on the project.
  4. An estimate of the dollar-value of work completed by each minority subcontractor during the quarterly reporting period and as a cumulative total through the reporting period. The final report shall include an estimate of the dollar-value of work completed by each minority subcontractor during the last quarterly report or the overall dollar-value for the contract if there was no prior report due.
  5. The total number of female employees working on the project, classified by trade, that were employed during the three months preceding and including the last regular working day of the month of March, June, September or December, as applicable. The final report shall reflect all female employment occurring since the last quarterly report of the overall female employment if there was no prior report due.



(s) Missouri State University abides by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment without regard to race, color, religion, sex, national origin, protected veteran status or disability. The Licensee is responsible for compliance of the above requirements. When requested, the Licensee shall provide documentation of good faith efforts and the necessary proof of compliance.

(12) Debarment: Licensee agrees to the following provisions:

- (a) Owner will consent to the use of subcontractors and award contracts to only responsible Licensees. Debarment is a discretionary action of a serious nature and imposed only in the public interest for the Owner's protection and not as a punitive measure.
- (b) Owner will consider the Licensee's past performance with projects both for Missouri State University and with other owners in determining if the Licensee is responsive. Included in this consideration will be if Licensee has:
  - 1. provided false or misleading information as part of any qualification statement, bid or contract;
  - 2. refused or failed to supply enough properly skilled workers, superintendents, foremen or managers;
  - 3. refused or failed to supply sufficient or proper materials;
  - 4. failed to make payment to subcontractors for materials or labor in accordance with the Work between the Licensee and the subcontractors;
  - 5. disregarded laws, ordinances, rules, or regulations or orders of a public authority having jurisdiction;
  - 6. disregarded the authority of the Owner's Representative;
  - 7. breached any warranty or representations made by the Licensee under or pursuant to the License Agreement;
  - 8. failed to furnish the Owner with assurances satisfactory to the Owner evidencing the Licensee's ability to complete the Work in compliance with all the requirements of the License Agreement;

9. failed after commencement of the Work to proceed continuously with the construction and completion of the Work for more than ten (10) days, except as permitted under the License Agreement;
  10. failed to maintain a satisfactory rate of progress with the Work or fails to comply with approved progress schedules;
  11. violated in any substantial way any provisions of the License Agreement; or
  12. has been debarred from contracting by any other federal or state body.
- (c) Debarment shall be imposed for a specified time not to exceed five (5) years unless reasons for a longer period are stated in the notice of debarment.
- (d) Owner may extend debarment for an additional specified period at any time before a debarment expires upon adequate evidence in addition to that which supported the original debarment in accordance with the procedure for debarment.
- (e) Owner may reduce the period of debarment upon the Licensee's written request supported by adequate evidence;
1. that corrective action will be taken to assure that past performance issues will be prevented;
  2. bona fide change in ownership or management of the Licensee; or
  3. elimination of other causes for which debarment was opposed.
- (f) Owner shall begin debarment proceedings by the Debarment Official giving notice of intent to debar to the Licensee by certified mail, return receipt requested, stating:
1. the intent to debar for a specified period;
  2. the cause for debarment with a summary of the information on which the findings of causes are based; and
  3. the debarment is effective immediately and the decision will become final within twenty-one (21) calendar days unless the Licensee submits a written response to the Debarment Official within that time opposing the debarment, including information raising a genuine dispute as to the facts on which it is based.
- (g) If Licensee timely opposes debarment, the Debarment Official shall;

1. schedule an informal hearing within fifteen (15) days, with written notice to the parties, at which the Owner and the Licensee may present evidence on issues raised by the notice of debarment and the response thereto;
2. issue a written decision within fifteen (15) days of the hearing, either sustaining or over-ruling the debarment, and stating:
  - a. a summary of the evidence presented; and
  - b. conclusions applying these conditions to the facts, serving this decision on the Licensee by certified mail, return receipt requested.
3. The Debarment Official's decision shall be final.
4. Owner may continue to in effect any agreements with debarred persons which have not been fully performed at the time of debarment in accordance with their terms.
5. When a debarred Licensee is proposed as a subcontractor for any subcontract subject to Owners approval, the Owner shall not approve such subcontractor unless the Licensee states in writing the compelling reasons for such approval.
6. The Debarment Official shall maintain records of all persons debarred for the purpose of enforcing these conditions.

(13) Access to Records and Reports: Licensee agrees to provide Owner or any of their duly authorized representatives with access to any books, documents, papers and record of the consultant which are directly pertinent to this License Agreement for the purposes of making audits, examinations, excerpts and transcriptions.

(14) Communications: Licensee agrees that all correspondence, notices, invoices, demands, requests, instructions, approvals and claims must be in writing. All such documents shall include Missouri State University's reference to this License Agreement. All papers required to be delivered to the Owner shall, unless otherwise specified by the Owner in writing to the contrary, be delivered to the Office of Planning, Design & Construction, Missouri State University, Springfield, Missouri. Any such notice shall be deemed to have been given as of the time of actual receipt.

(15) Claims and Disputes: Licensee agrees to the following provisions:

- (a) Claims must be made by written notice. The responsibility to substantiate claims shall rest with the Licensee.

- (b) Claims shall be referred initially to the Owner for action. Each claim shall be submitted for Administrative Review or litigation between the Licensee and the Owner as to all such matters arising, regardless of any of the following:
1. Whether such matters relate to execution and progress of the Work; or
  2. The extent to which the Work has been completed.
- (c) Claims must be made within twenty-one (21) calendar days after occurrence of the event giving rise to such Claim or within twenty-one (21) calendar days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered.
- (d) Pending final resolution of a Claim including administrative review, unless otherwise agreed in writing, the Licensee shall proceed diligently with performance of the License Agreement.
- (e) If concealed or unknown conditions are encountered at the site which are:
1. Subsurface or otherwise concealed physical conditions which differ materially from those indicated in the License Agreement; or
  2. Unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the License Agreement
- then notice by the Licensee shall be given to the Owner promptly before conditions are disturbed and in no event later than twenty-one (21) calendar days after first observance of the condition. The Owner will promptly investigate such conditions and, if they differ materially will recommend an equitable adjustment in the License Agreement. If the Owner determines that the conditions at the site are not materially different from those indicated in the License Agreement and that no change in the terms of the License Agreement is justified, the Owner Licensee in writing, stating the reasons. Claims by the Licensee in opposition to such determination must be made within twenty-one (21) calendar days after the Owner has given notice of the recommendation.
- (f) If the Licensee wishes to make Claim for an increase in the completion date as set forth in the License Agreement, written notice as provided herein shall be given. The Licensee's Claim shall include an estimate of cost and/or probable effect of delay on progress of the Work in the case of a continuing delay only one Claim is necessary.
1. If unusual weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating weather conditions were

abnormal for the period of time and could not have been reasonably anticipated, and weather conditions had an adverse effect on the scheduled construction.

- (16) Prevailing Wage: The Licensee agrees to satisfy all applicable Missouri Prevailing Wage requirements with regard to the construction. A current Annual Wage Order is attached to this Agreement, following Appendix A.
- (17) Performance and Payment Bond: Licensee shall execute the Form of Performance and Payment Bond as prepared by the Owner and included in Appendix A, in an amount equal to one hundred percent (100%) of the License Agreement sum as security for the faithful performance of this License Agreement and as security for the payment of all persons performing labor on the project under this License Agreement and furnishing materials in connection with this License Agreement. This bond shall be in effect through the duration of the one-year warranty period.
- (18) Licensee's Insurance: Licensee shall procure and maintain for the duration of the License Agreement a policy or policies of insurance for the protection of both the Licensee and the Owner and their respective officials. Licensee shall not commence Work under this License Agreement until he or she has obtained and submitted to the Owner a "Certificate of Insurance" for all insurance required under this article and such insurance has been approved by the Owner; nor shall the Licensee allow any subcontractor to commence work on their subcontract until all similar insurance required of the Subcontractor has been obtained and approved. Please carefully review the requirements outlined below.
- (a) Workers' Compensation Insurance: Workers' Compensation Insurance for all of their employees doing work on the project, and, in case any work is sublet, Licensee shall require any and/or all subcontractor(s) similarly to provide Workers' Compensation Insurance for all their employees unless such employees are covered by the protection afforded by Licensee. In case any class or employees engaged in hazardous work under this License Agreement at the site of the project is not covered under the Workers' Compensation Statute, the Licensee shall provide and shall cause each subcontractor to provide Employer's Liability Insurance covering these employees. Licensee shall provide coverage under the "Occupational Disease Act" of the State of Missouri, in addition to the above requirements, if the operations of the Licensee or any subcontractor are applicable thereunder. Workers' Compensation Insurance shall comply in all respects with the requirements and limits of the Statutes of the State of Missouri.
- (b) Commercial General Liability Insurance: Licensee shall obtain one or more occurrence-based policies of Commercial General Liability Insurance which provide coverage for the Work and shall protect the Licensee, the Owner, and any subcontractor performing work covered by this License Agreement from claims for damages for personal injury, bodily injury, including wrongful death, and from claims

for property damage which may arise from the operations under the License Agreement.

1. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Broad Form General Liability, and Contractual Liability, shall apply to Bodily Injury and Property Damage on an "Occurrence Form Basis" with minimum limits of **\$1,000,000** each bodily injury or property damage occurrence, and **\$2,000,000** general aggregate with a per project endorsement.
- (c) Commercial Automobile Liability Insurance: Director shall obtain one or more occurrence-based policies of auto liability insurance, which provide coverage for all vehicles that will be used on Missouri State University property in conjunction with the Work whether they are owned, non-owned or hired vehicles of every type and description.
1. Automobile Liability Insurance covering Bodily Injury and Property Damage on an "Occurrence Form Basis" with minimum limits of **\$1,000,000** combined single limit.
- (d) Umbrella/Excess Liability: Licensees shall provide an Umbrella Policy of Insurance to protect Missouri State University, the Board of Governors for Missouri State University, its members, agents, and employees from the performance of this License Agreement with a minimum limit of coverage of **\$5,000,000** in excess over the CGL policy. Missouri State University shall be named as additional insured on the policy. The policy shall provide for coverage of occurrences from which the University, its officers and employees are not immune under the doctrines of sovereign, official and governmental immunity.
- (e) Additional Insureds: Each policy of commercial liability insurance shall name Missouri State University, the Board of Governors of Missouri State University, its members, agents and employees as additional insureds. The insurance afforded by the Licensee shall be primary insurance.
- (f) All Risk Builder's Risk or Installation Floater Insurance: Licensee shall purchase and maintain, in a company or companies lawfully authorized to do business in the State of Missouri, as an admitted carrier, Builder's Risk or Installation Floater Insurance on the entire Work. Such insurance shall be written on a completed value form for the entire Work. The insurance shall apply on a replacement cost basis.
1. The insurance as required herein shall name as insureds the Owner, Licensee and all subcontractors of any tier. The insurance policy shall contain a provision that the insurance will not be canceled, allowed to expire or materially changed until at least thirty (30) days prior written notice has been given to Owner.

2. The insurance as required herein shall cover the entire Work, including expenses made necessary by an insured loss. Insured property shall include portions of the Work located away from the site but indebted for use at the site, and shall also cover portions of the Work in transit, including ocean transit. The policy shall include as insured property scaffolding, false work, and temporary buildings located at the site. The policy shall cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, ordinance or regulation. The policy shall also contain an endorsement to include permission for partial occupancy.
3. The insurance required herein shall be on an all risk form and shall be written to cover all risks of physical loss or damage to the insured party and shall insure at least against the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, lightening, frost, water damage, windstorm and freezing.
4. If there are any deductibles applicable to the insurance required herein, Licensee shall pay any part of any loss not covered because of the operation of such deductibles.
5. The insurance as required herein shall be maintained in effect until the earliest of the following dates:
  - a. The date which all persons and organizations who are insured under the policy agree in writing that it shall be terminated;
  - b. The date which the insurable interests in the property of all insureds other than the Owner have ceased.
6. The Owner and Licensee waive all rights against (1) each other and any of their subcontracts of any tier, suppliers, agents and employees, each of the other, and (2) separate contractors described in the Separate Contracts article, if any, and any of their Subcontractors of any tier, suppliers, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this article or other insurance applicable to the Work, except such rights as they have to proceeds of such insurance. The Owner or Licensee, as appropriate, shall require of the separate contractors described in the Separate Contracts Article, if any, and the subcontractors of any tier, suppliers, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay

the insurance premium directly or indirectly, was at fault or was negligent in causing the loss and whether or not the person or entity had an interest in the property damaged.

7. A loss insured under Licensee's property insurance shall be adjusted by the Owner in good faith and made payable to the Owner for the insureds, subject to the requirements of the License Agreement. At its option, Owner may instead allow the proceeds to be placed in escrow or with an independent adjuster. The Licensee shall pay subcontractors of any tier their just shares of insurance proceeds received by the Licensee, any appropriate agreements, written where legally required for validity, shall require subcontractors of any tier to make payments to their sub-subcontracts in similar manner.
- (g) Insurance Covering Special Hazards: If applicable, the Commercial General Liability Insurance policy or policies of the Licensee shall provide coverage for special hazards such as, but not limited to, operation of material hoists, blasting or other use of explosives, earthquake, flood, pollution, PCB transformers and damage to underground property.
- (h) Satisfactory Coverage: Such insurance coverage shall be written by a company authorized to do business in the State of Missouri and the form and content of the policies and the companies issuing the same shall be subject to the approval of the Owner. In the event that the form of any policy or certificates or the amount of the insurance or the companies writing same are not satisfactory to the Owner, the Licensee shall secure other policies or certificates in form and amount and with companies satisfactory to the Owner. The Licensee shall not cause any policies to be cancelled or permit them to lapse and all insurance policies shall include a clause to the effect that the policy shall not be cancelled or changed until thirty (30) days after the Owner has received written notice.
1. It is understood and agreed that the insurance required by the provisions of this article is required in the public interest and that the Owner does not assume any liability for acts of the Owner, any Subcontractor or their employees in the performance of the License Agreement.
  2. If Owner is damaged by delay or failure of Licensee to maintain insurance as required in this article, then Licensee shall bear all reasonable costs properly attributable to that delay or failure.
- (i) Proof of Insurance Coverage: Certificates of Insurance shall be provided, authenticated by the proper officer of the insurer, evidencing in particular those insured, the extent of the insurance, the exclusions and endorsements, the location and operations to which the insurance applies, the effective date and expiration date



and the notice of cancellation clause mentioned herein before. Owner shall have a right to see the entire policy upon request.

- (j) Notwithstanding any other provision of this License Agreement to the contrary, no insurance procured by Licensee shall be construed to constitute a waiver of any sovereign immunity as set forth in § 537.600 *et seq.*, MO.REV. STAT., or any other governmental or official immunity, nor provide coverage for any liability or suit for damages which is barred under said doctrines of sovereign, governmental, or official immunity available to Owner, its officers or employees, nor constitute waiver of any available defense; and neither shall such insurance provide coverage for any sums other than those which Owner, its officers or employees, may be obligated to pay as damages. The Licensee shall cause all policies of insurance procured pursuant to this Article to be endorsed in accord with this paragraph. Licensee shall further require the upper limits of such policies to be adjusted on an annual basis to be at least equal to the limits of liability set forth in §§ 537.610.2 and 537.610.5., MO. REV. STAT., as may be amended from time to time.

(19) Indemnification: The Licensee agrees to the following provisions:

- (a) To the extent that the following does not void or make voidable any insurance coverage nor waive any monetary limits, sovereign, governmental, or official immunity or any other rights, immunities and protections provided by the United States or the State of Missouri, Licensee agrees to defend, indemnify and hold harmless to the fullest extent possible the Owner, its agents, servants and employees, representatives (hereinafter "Owner") from and against any and all liability for claims, damages, punitive damages, penalties and civil fines unless expressly prohibited by law, losses and expenses, including, but not limited to, attorneys' fees, arising out of or in any manner connected with this License Agreement, to the extent the foregoing is caused or claimed to be caused in whole or in part by the act, omission, error, professional error, mistake, negligence or willful act of Licensee, any subcontractor of the Licensee, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by the negligent acts or omissions or other fault of a party indemnified hereunder. The Licensee's obligations hereunder are in addition to and shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that the Owner may possess. The Licensee agrees to investigate, handle, respond to, and provide defense for and defend against, any such liability, claims, and demands at the sole expense of the Licensee, or at the option of Owner agrees to pay to or reimburse Owner for the defense costs incurred by Owner in connection with any such liability claims, or demands. The defense and indemnity required herein shall be a binding obligation upon Licensee whether or not Owner has made such demand. Even if a defense is successful to a claim or demand for which Licensee is obligated to

indemnify the Owner under this paragraph, Licensee shall remain liable for all costs of defense.

- (b) The indemnity obligations of Licensee under this article shall survive termination of this License Agreement or final payment thereunder. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the Owner may in its sole discretion reserve, return or apply any monies due or to become due the Licensee under the License Agreement for the purpose of resolving such claims; provided, however, that the Owner may release such funds if the Licensee provides the Owner with reasonable assurance of protection of the Owner's interests. The Owner shall in its sole discretion determine if such assurances are reasonable. Owner reserves the right to control the defense and settlement of any claim, action or proceeding which Licensee has an obligation to indemnify Owner against under this article.
- (c) In claims against any person or entity indemnified under this article by an employee of the Licensee, a subcontractor of any tier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this article shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Licensee or a subcontractor of any tier under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

(20) Taxes: The Licensee acknowledges and agrees that the Owner is exempt from payment of State of Missouri, County, and City sales or use taxes on the purchase of all building materials and equipment made on behalf of Missouri State University. Therefore, unless otherwise stipulated, the Licensee shall not include sales taxes in the proposal.

- (a) Owner shall furnish the Licensee an exemption certificate authorizing purchases of tangible personal property and materials to be incorporated into or consumed in the construction of the project. Such certificate is renewable for a given project at the option of the Owner only for the purpose of revising the certificate expiration date as necessary to complete the project.
- (b) Licensee shall furnish the exemption certificate to all subcontractors, and any contractor purchasing materials shall present such certificate to all material suppliers as authorization to purchase, on behalf of the Owner, all tangible personal property and materials to be incorporated into or consumed in the construction of this project and no other on a tax-exempt basis. Such suppliers shall execute to the purchasing contractor invoices bearing the name of the exempt entity and the project identification number. Nothing in this article shall be deemed to exempt the purchase of any construction machinery, equipment or tools used in constructing, repairing or remodeling facilities for the Owner. All invoices for all personal property and materials purchased under a project exemption certificate shall be retained by

the purchasing contractor for a period of five years and shall be subject to audit by the director of revenue.

(c) Any excess resalable tangible personal property or materials which were purchased for the project by a contractor under a project exemption certificate but which were not incorporated into or consumed in the construction of the project shall either be returned to the supplier for credit or the appropriate sales or use tax on such excess property or materials shall be reported on a return and paid by such contractor not later than the due date of the contractor's Missouri sales or use tax return following the month in which it was determined that the materials were not to be used in the project.

(21) Superintendence: Licensee shall keep on this Work during its progress, a competent superintendent satisfactory to the Owner. The Licensee shall not change the superintendent during the course of the project without written request and approval. The superintendent shall represent the Licensee. The superintendent shall give efficient supervision to the Work, using their best skill and attention. The superintendent shall carefully study and compare all drawings, specifications and other instruction and shall, at once, report to the Owner any error, inconsistency or omission which he or she may discover.

(22) Measurements: Before ordering any material or doing any work the Licensee or subcontractors shall verify all measurements at the project and shall be responsible for the correctness of same. No extra charge shall be allowed on account of the difference between actual dimensions and the dimensions indicated on the drawings; any differences that may be found shall be reported to the Owner for consideration before proceeding with the Work.

(23) Materials and Workmanship: Licensee agrees to the following provisions:

(a) Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. If required by the Owner, satisfactory evidence shall be furnished as to the kind and quality of the materials, and workmanship.

(b) All materials and workmanship used in the Work shall be subject to the inspection of the Owner, and the decision of its representatives as to what conforms to the specifications shall be final and conclusive on all parties, and any work which they shall decide to be defective shall be removed, rebuilt or made good, the cost of such correction to be borne by the Licensee. All condemned materials shall be immediately removed from the vicinity of the Work.

(c) Failure to neglect on the part of the Owner to condemn or reject bad or inferior materials or workmanship shall not be construed to imply an acceptance of any work.

The Work herein specified to be done is not to be considered as finally accepted until it is so stated in writing by the Owner.

- (24) Materials, Equipment, and Labor: Unless otherwise stipulated, the Licensee shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation services, taxes, insurance and use taxes and other facilities necessary for the execution and completion of the Work. See the article on Taxes for an explanation of the taxes to be included.
- (25) University Regulations: Licensee shall acknowledge the following rules and recommendations regarding the Licensee's employees while performing work at Missouri State University:
- (a) No intoxicating beverages shall be carried or consumed on University property.
  - (b) No narcotics shall be carried or used on University property.
  - (c) No firearms shall be allowed on University property.
  - (d) The use of vulgar or obscene language on University property is prohibited.
  - (e) Smoking or use of tobacco products (including cigarettes, smokeless tobacco, cigars, pipes, and other tobacco products) is prohibited on University property. Refer to the tobacco free website at [www.missouristate.edu/tobacco](http://www.missouristate.edu/tobacco) for more information and for designated smoking areas around the perimeter of campus.
  - (f) Licensee's storage and work areas shall be tightly secured during non-working hours.
  - (g) The University will not be responsible for the Licensee's tools, equipment, or materials.
  - (h) The use of campus waste receptacles and dumpsters is prohibited. In case of dispute, the Owner may cause the removal of any rubbish and charge the cost the Licensee or their subcontractors.
  - (i) Licensee shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.
  - (j) Licensee shall, at all times, enforce strict discipline and good order among their employees, and shall not employ on the Work any unfit person or anyone not skilled in the Work assigned to him.
  - (k) All areas within the limits of the construction site shall be maintained in a clean and orderly manner.

(26) Key Policy: Keys will be provided to Licensee through the Office of Planning, Design & Construction. Licensee shall be responsible for the cost of any lost keys in accordance with University policies.

(27) Parking Policy: Parking in or on campus parking lots requires a parking permit. These permits will be provided to the Licensee at no cost. Application for the required parking permits shall be by use of the Construction Parking Permit Application form included in Appendix A. Failure to display a proper parking permit may lead to the issuance of a parking ticket. These tickets will be the Licensee's responsibility to pay. No vehicles will be allowed on campus sidewalks or grass areas.

(28) Project Site Maintenance: Licensee agrees to the following provisions:

(a) Licensee shall confine their apparatus, the storage of materials, and the operations of their workmen, to limits indicated by law, ordinance, permits or direction of the Owner and shall not unreasonably encumber the premises with their material.

(b) Licensee shall enforce the Owner's instructions regarding signs, advertisements, fires, and smoking.

(c) Licensee shall at all times keep the premises free from accumulations of waste material or rubbish caused by their employees or work, and at the completion of the Work they shall remove all rubbish from and about the building and all tools, scaffolding and surplus materials and shall leave the Work "broom clean" or its equivalent, unless more exactly specified. Rubbish shall be removed in an approved manner. Each contractor is responsible for their waste removal.

(d) It is the responsibility of the Licensee to maintain the construction area in a neat and orderly appearance. No grass or ground cover shall be allowed to grow in excess of 12". Should the Licensee fail to maintain the construction area in accordance with the requirements, the Owner may cause the maintenance of the area to occur and charge the cost to the contractor(s).

(29) Protection of Work and Property: Licensee agrees to the following provisions:

(a) Licensee shall continuously maintain adequate protection for all the Work from damage and shall protect the Owner's property from injury or loss arising in connection with this Agreement. The Licensee shall make good any such damage, injury or loss.

(b) Licensee shall take all necessary precautions for the safety of employees on the Work, and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. The Licensee shall

erect and properly maintain at all times, as required by the conditions an progress of the Work, all necessary safeguards for the protection of workmen and the public and shall post danger signs warning against the hazards created by such features of construction as protruding nails, hod hoists, well holes, elevator hatchways, scaffolding, window openings, stairways and falling materials; and whose duty shall be the prevention of accidents.

(30) Cutting, Patching, and Digging: Licensee shall do all cutting, fitting or patching that may be required to make its several parts come together properly and for it to receive or be received by work or other contractors shown upon, or reasonably implied by, the License Agreement for the completed structure, and they shall make good after them as the Owner may direct. Any cost caused by defective or ill-timed work shall be borne by the Licensee responsible therefore. Licensee shall not endanger any work by cutting, digging, or otherwise, and shall not cut or alter the work of any other contractor except with the consent of the Owner.

(31) Utilities: Licensee agrees to the following provisions:

- (a) Licensee shall take every precaution to protect existing utilities on the campus. In order to assist the Licensee in the location of utilities, a Request for Utility Locate form is included in Appendix A. The Licensee shall fill out this form in order to request a utility location. This form shall be used for requesting only private Missouri State University utilities such as underground electrical and or fiber optics. Once it is filled out, the request shall be sent to the Office of Planning, Design & Construction so formal notification can be made to the departments involved with this request. A minimum of 5 working days' notice must be given prior to the need for the request. The Licensee is responsible for contacting the proper authorities for locating public utilities.
- (b) Licensee shall not interrupt any utility service to the University without prior written approval. Should the project dictate the need for temporary utility interruption, the Licensee shall complete the Request for Utility Interruption form included in Appendix A. Licensee shall fill out this form in order to request a utility interruption. Once it is filled out, the request shall be sent to the Office of Planning, Design & Construction so arrangements can be made for the interruption of services. A minimum of 5 working days must be given prior to the need for the request.
- (c) Depending upon the extent or complexity of the request, additional time may be needed to fulfill the request. The Licensee shall take this into account when making the request and shall allow ample time for the Work to be completed.

(32) Inspection of Work: Licensee agrees to the following provisions:

- (a) Request for inspections shall be made in writing by use of the Request for Inspection form included in Appendix A. The Licensee shall fill out this form in order to request an inspection. This form shall be used for inspections such as general, rough-in, or final inspections. Once it is filled out, the request shall be sent to the Office of Planning, Design & Construction in order to schedule an inspection. By requesting this inspection, the Licensee is certifying that the project is ready for inspection. If at the time of inspection it is found that the Work is not ready for inspection, the Owner may charge the Licensee for all expenses related to the inspection and subsequent inspections. A minimum of 5 working days' notice must be given prior to the need for the request.
- (b) Should it be considered necessary or advisable by the Owner any time before final acceptance of the entire Work to make an examination of the Work already completed, by removing or tearing out same, the Licensee shall, on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any material respect, due to fault of the Licensee or their Subcontractor, they shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the License Agreement, the actual cost of labor and material necessarily involved in the examination and replacement plus 10 percent shall be allowed the Licensee.
- (c) All materials and workmanship (if not otherwise designated by the License Agreement) shall be subject to inspection, examination and test by the Owner at any and all times during manufacture or construction and at any and all places where such manufacture or construction are carried on. The Owner shall have the right to reject defective material and workmanship or require its correction. Rejected workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the premises, and satisfactorily replaced with proper material without charge therefor. If the Licensee fails to proceed at once with the correction of rejected defective materials or workmanship, the Owner may by agreement or otherwise have the defects remedied or rejected materials removed from the site and charge the cost of the same against any monies which may be due the Licensee without prejudice to any other rights or remedies of the Owner on the premises.
- (d) In response to request by interested citizens for legitimate reasons, as determined by Owner, the Owner and the Licensee will permit limited access to construction sites. Access by concerned citizens will be to assist the University in its stewardship responsibility of assuring taxpayer dollars and student fee monies are being expended in accordance with the intent of the Board of Governors. In no case will any such access permit interference with the Work, or create additional work, unless permitted by the Owner. The Licensee's employees and subcontractors will not be interrupted, without the consent of the Licensee's project supervisor. Any access will require permission from the Owner, and will be accompanied by the supervisor

and/or their designee, as well as a representative of the Licensee if the Licensee so desires. Any such access will be scheduled by Owner with the Licensee's job supervisor.

(33) Correction of Work: Licensee shall promptly remove from the premises all materials condemned by the Owner as failing to conform to the License Agreement, whether incorporated in the Work or not. The Licensee shall promptly replace and re-execute their own work in accordance with the License Agreement, without expense to the Owner and shall bear the expense of making good all work of other Licensee destroyed or damaged by such removal or replacement. Neither the final certificate nor any provision in the License Agreement shall relieve the Licensee and the Surety of responsibility for faulty materials or workmanship, and, unless otherwise specified, the Licensee or their sureties shall remedy any defects due thereto and pay for any damage to their work resulting there from, which shall appear within a period of one year from the date of Substantial Completion and acceptance of the Work. The Owner shall give notice of observed defects with reasonable promptness.

(34) Shop Drawings, Product Data, and Samples: Licensee agrees to and acknowledges the following provisions:

(a) Shop Drawings, Product Data, Samples, and similar submittals (collectively referred to as "Submittals") are not contract documents. Their purpose is to demonstrate the way in which the Licensee proposes to conform to the information given and the design concept set forth by the License Agreement for those portions of the Work for which submittals are required. Informational submittals that do not require response by the Owner may be identified as such. Submittals that are not required by the License Agreement may be returned to the Licensee without action.

(b) Licensee shall include the cost of providing Shop Drawings, Product Data, Samples, and similar submittals in their proposal, including the cost of shipping and delivery to the appropriate location as required by the License Agreement.

(c) Submittals shall be provided on a schedule and conveyed to the necessary parties in a manner as agreed upon between the Owner and Licensee. The Licensee shall provide a schedule for submittals within thirty (30) days after the issuance of the Notice to Proceed. Submittals shall be provided in a timely fashion and sequenced during the project so as to avoid delays to the Work of this Agreement as well the activities of the Owner and any separate contractors.

(d) Licensee shall review all Submittals required by the License Agreement for compliance with the License Agreement and shall mark submittals with their approval prior to providing submittals to the Owner. Each Submittal shall be provided with a cover sheet and shall bear a stamp or specific indication that the Submittal has been reviewed by the Licensee and complies with the License Agreement. Such stamp



shall represent that the Licensee has satisfied its obligations under the License Agreement with respect to Licensee's review and has approved that Submittal. The stamp shall include the Licensee's company name as well as the signature of the representative of Licensee who approved the Submittal. In addition to the above stamp, the cover sheet for each Submittal shall bear the following:

1. Owner's name listed simply as "Missouri State University" for this purpose.
  2. Owner's project title as indicated in the License Agreement.
  3. The company name, address, and contact information of the responsible subcontractor, if applicable.
  4. The company name, address, and contact information for the manufacturer, supplier, distributor, or fabricator for the submitted item(s), if applicable.
  5. Any additional information as required by the License Agreement.
- (e) By providing Shop Drawings, Product Data, Samples, and similar submittals, the Licensee represents to the Owner the following:
1. Licensee has determined and verified field measurements and field construction criteria related to the submitted item(s).
  2. Licensee is responsible for the correctness and accuracy of the dimensions, measurements, and other information contained within the Submittals.
  3. The submitted items are fit for their intended use.
  4. The fabrication, shipping, handling, storage, assembly, and installation of all materials, systems and equipment are in accordance with best practices in the industry and are in strict compliance with any applicable requirements of the License Agreement.
  5. Licensee is responsible for coordination of each Submittal with other Submittals and has checked and coordinated the information contained in such Submittals with all Work required by the License Agreement.
- (f) Licensee shall not perform any portion of the Work for which the License Agreements require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Owner.
- (g) The Work shall be in accordance with the approved submittals except that the Licensee shall not be relieved of responsibility for deviations from the requirements

of the License Agreement by the Owner's approval of Shop Drawings, Product Data, Samples, or similar submittals unless the Licensee has specifically informed the Owner in writing of such deviations at the time of the submittal and the Owner provided one of the following:

1. Provided written approval to the specific deviation as a minor change in the Work.
  2. Issued a Change Order authorizing the deviation.
- (h) Licensee shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Owner on previous Submittals. In the absence of such written notice, the Owner's approval of a resubmission shall not apply to such revisions.
- (i) Licensee represents and warrants that all Shop Drawings shall be prepared by persons and entities possessing expertise and experience in the trade for which the Shop Drawing is prepared and, if required by the License Agreement or applicable Laws, by an appropriately licensed architect, engineer, or other licensed design professional.
- (j) There shall be no limitations on reproduction placed on any submittal provided to the Owner. The Owner retains the right to copy and distribute submittals as necessary. Any such limiting statement placed on a submittal shall not be recognized by the Owner and shall be found to be void. The Licensee shall require the same to any level tier Subcontractor or supplier.

(35) Operating and Maintenance Manuals: Licensee agrees to the following provisions:

- (a) Assemble operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual specification sections and including, but not necessarily limited to, the following:
1. Operating Data:
    - a. Emergency instructions and procedures.
    - b. System, subsystem, and equipment descriptions, including operating standards.
    - c. Operating procedures, including startup, shutdown, seasonal change over, and weekend operations. Operating procedures shall include a step-by-step

write up for safe and efficient operation of all equipment and shall include trouble shooting guides.

d. Description of controls and sequence of operations.

e. Piping and wiring diagrams.

2. Maintenance Data:

a. Provide an equipment list of all major equipment as installed. Include information on all lighting fixtures incorporated into the Work. Information shall include manufacturer name, model number, name plate data, capacities, flow rates, electric characteristics, filter size(s), belt size(s), other recommended spare parts (including model numbers), recommended tools for service, etc.

b. Provide maintenance data for all finish materials used in the Work. Information shall include manufacturer name; model number, name or make; recommended cleaning intervals, cleaning methods, methods for spot cleaning or repairing damage, etc.

c. Name, address, and telephone number of installer and supplier.

d. Maintenance procedures.

e. Maintenance and service schedules for preventative and routine maintenance.

f. Maintenance record forms.

g. Parts catalogs and sources of spare parts and maintenance manuals. Parts catalogs shall include components identified by number for replacement ordering.

h. Copies of maintenance service agreements.

i. Copies of manufacturer's certificates of warranties and bonds. Provide warranties as required by the License Agreement.

(b) Provide one (1) printed copy of Operation and Maintenance Manuals and one (1) electronic copy in PDF format. All materials contained in the Operation and Maintenance Manuals shall be manufacturer's standard, professionally printed or electronically produced material. "Xerox" copies of printed material or scanned copies electronic documents shall not be acceptable.

1. Printed copies shall be bound and indexed into heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Organize hard copies of Operation and Maintenance Manuals into suitable sets of a manageable size. Provide tabs to divide sections within each manual and include a table of contents to reference each sections by tab number. Identify each binder on the spine with the printed title "OPERATION AND MAINTENANCE MANUAL"; Project location and title as listed on the License Agreement; and if more than one volume is provided, the volume number of the manual. On the front of each volume of the Operation and Maintenance manual provide a coversheet that includes the information listed below.
  2. Electronic copies shall include a table of contents that matches the printed copy. Each item in the table of contents shall be linked to the appropriate material within the body of the manual.
  3. A coversheet shall be provided for both the electronic copy and any printed copies of the Operating and Maintenance manuals and shall include the following information:
    - a. The printed titled "Operation and Maintenance Manual"
    - b. The project title and location as listed on the License Agreement.
    - c. The name of the Licensee and their contact information.
    - d. For printed copies, if multiple volumes are required the following additional information shall be provided:
      - (i) The volume number.
      - (ii) The subject matter included in the volume (e.g. Architectural, Plumbing, Fire Protection, Mechanical, Electrical, etc. A more detailed breakdown of the subject matter may be provided as appropriate. For example; Finishes, Doors, and Hardware, Elevator, Audio/Visual Systems, Lighting, Control, etc.).
- (c) Upon eight percent (80%) completion of the License Agreement, the Licensee shall deliver the Operation and Maintenance Manuals to the Owner for review and approval.

(36) Record Drawings: Licensee agrees to and acknowledges the following provisions:

- (a) Licensee shall maintain one set of black-line white prints of Record Drawings. Record Drawings shall be kept on site in good condition and shall use colored pencils to markup said set with "record information" in a legible manner. Do not use Project Record Drawings for construction purposes. Protect Record Drawings from deterioration and loss. Provide access to Project Record Drawings for Owner's reference during normal working hours.
1. Record changes to existing conditions.
  2. Information indicated on Record Drawings shall include, but not necessarily be limited to, the actual installed position of equipment, piping, conduit, light switches, electric fixtures, ducts, dampers, access panels, control valves, drains, openings, and stub outs.
  3. Indicate actual circuiting of lighting fixtures, receptacles, and other electrical devices and equipment.
  4. Upgrade the project finish schedule to include detailed information of actual finishes selected and installed including, but not necessarily limited to, paint colors, plastic laminate selections, floor coverings, wall coverings, ceiling systems, etc.
  5. Include other information as reasonably requested by the Owner.
  6. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
  7. Accurately record information in an understandable drawing technique.
  8. Provide photo documentation where it might provide a better understanding of as-built conditions.
  9. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
- (b) Mark record sets with erasable colored pencil to provide contrast between recorded information and original prints. Use other differing colors as required to distinguish between changes for different categories of the Work at the same location.
- (c) Include changes to the Work incorporated into the project by Construction Change Directive, Change Order, etc.
- (d) Clearly mark alternates that were accepted and incorporated into the Work and indicate alternates not accepted by prominently noting as such.

(e) Identify and date each Record Drawing; include the designation "RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set. Include identification on cover sheets.

(f) Upon Substantial Completion of the Work the Licensee shall deliver the Record Drawings to the Owner for review and approval.

(37) Subcontracts: Licensee agrees to the following provisions:

(a) Licensee shall furnish a complete list of the names of all the subcontractors and major material suppliers proposed for all parts of the Work. In addition, a follow up request may be made for a complete list of subcontractors of subcontractors.

(b) Owner shall, on request, furnish to any subcontractor, whenever practicable, evidence of the amounts certified on his or her account.

(c) Licensee agrees that they are fully responsible to the Owner for the acts and omissions of their subcontracts and of persons either directly or indirectly employed by them.

(d) Nothing contained in the License Agreement shall create any contractual relation between any subcontractor and Owner.

(38) Assignment: Licensee shall not assign the License Agreement or sublet it as a whole without the written consent of the Owner, nor shall the Licensee assign any moneys due or to become due to them hereunder, without the previous written consent of the Owner.

(39) Mutual Responsibility of the Contractors: Should Licensee cause damage to any other contractor on the Work, this Licensee agrees, upon due notice, to settle with such contractor by agreement or arbitration if they will so settle. If such contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Licensee who shall defend such proceedings; and, if any judgment against the Owner arises there from, the Licensee shall pay or satisfy it and pay all costs incurred by the Owner.

(40) Review of Work: Licensee agrees to the following provisions:

(a) Owner shall at all times, have access to the Work, and the Licensee shall provide proper facilities for such access.

(b) Owner's review of the Work is for the purpose of assuring the License Agreement is being properly executed.

- (c) The fact that the Owner, or its representative, has failed to observe faulty work, or work done which is not in accordance with the License Agreement, shall not relieve the Licensee from responsibility for correcting such work.
- (d) If laws, ordinances, any public authority or these License Agreements require any of the Work to be specifically tested or approved, the Licensee shall give the Owner timely notice of date fixed for testing.
- (e) Owner may require project coordination meetings that shall be attended by representatives of the Licensee and appropriate subcontractors. Material suppliers shall attend coordination meetings if required by the Owner.

(41) Releases: Licensee shall deliver to the Owner releases or lien waivers on a standard form from all persons supplying material or services for the Work described in the License Agreement. For the Licensee's convenience, a Final Waiver of Lien form is included in Appendix A. Other forms providing the same information may be used in place of this form.

(42) General Guarantee: Licensee agrees to and acknowledges the following provisions:

- (a) Neither any provision in the License Agreement nor partial use of occupancy of the premises by the Owner shall constitute an acceptance of Work not done in accordance with the License Agreement or relieve the Licensee or his sureties of liability in respect to any express warranties or responsibility for faulty materials or workmanship.
- (b) Warranties required by the License Agreement shall commence upon the Date of Substantial Completion of the Work unless otherwise provided in the Certificate of Substantial Completion. The Licensee or their sureties shall remedy any defects in the Work and pay for any damage to other work resulting there from which shall appear within a period of one year from the date of Substantial Completion unless a longer period is otherwise specified. The Owner will give notice of observed defects with reasonable promptness.

(43) Owner's Right to Terminate License Agreement: Licensee agrees to and acknowledges the following provisions:

- (a) If Licensee shall be adjudged a bankrupt, or if he or she should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or she should persistently or repeatedly refuse or should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instruction of the Owner, or otherwise be guilty of a substantial violation of any provision of the License Agreement, then the Owner, if he or she decides the sufficient cause exists to justify such action, may,

without prejudice to any other right or remedy and after giving the Licensee seven days written notice, terminate the employment of the Licensee and take possession of the premises and of all materials, tools and appliances thereon and finish the Work by whatever method it may deem expedient.

(b) If the Licensee refuses or fails to prosecute the Work or any separate part thereof with such diligence as will insure its completion within the time specified, or fails to terminate his right to proceed with the Work or such parts of the Work as to which there has been delay, in such event the Owner may take over the Work and prosecute the same to completion, by the License Agreement or otherwise, and the Licensee and his sureties shall be liable to the Owner for any excess cost occasioned the Owner thereby. If the Licensee's right to proceed is so terminated, the Owner may take possession of and utilize in completing the Work such materials, appliances and plant as may be on the site of the Work and necessary, therefore.

C. All improvements and fixtures provided as part of the Installation of Flooring at John Q. Hammons Arena will become the property of the Board of Governors, Missouri State University upon installation.

D. Any modification to the License Agreement will be by written agreement of the parties.

**IN WITNESS WHEREOF**, this License Agreement shall be effective upon execution by the parties by the acknowledge signatures of that of their authorized representatives as indicated below.

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EXECUTED IN DUPLICATE THE DATE AND YEAR SIGNED BELOW

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

**MOUREY'S FLOORING**

\_\_\_\_\_  
UNIVERSITY ARCHITECT AND DIRECTOR,  
PLANNING, DESIGN & CONSTRUCTION

\_\_\_\_\_  
LICENSEE Title

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE



## APPENDIX A

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The following forms can be accessed and filled out electronically from our website at <http://design.missouristate.edu/ContractorResources/LicenseAgreements.html>

Copies of these forms may be made, but original information along with **original signatures** need to be on the forms submitted to Planning, Design & Construction unless otherwise noted.

MBE/WBE Compliance Evaluation Form  
For Agreements of \$100,000 or more

MBE/WBE Eligibility Determination Form  
For Agreements of \$100,000 or More

MBE/WBE Eligibility Determination Form for Joint Ventures  
For Agreements of \$100,000 or More

MBE/WBE Application for Waiver Form  
For Agreements of \$100,000 or More

Affidavit for Compliance with Section 285.530, RSMo  
For Agreements over \$5,000

Certificate for Affirmative Action

Affidavit for Compliance with the Prevailing Wage Law

Form of Performance and Payment Bond

Construction Parking Permit Application

Request for Utility Locate

Request for Utility Interruption

Request for Inspection

Final Waiver of Lien

Licensee Closeout Checklist

# Missouri

## Division of Labor Standards

WAGE AND HOUR SECTION



ERIC R. GREITENS, Governor

## Annual Wage Order No. 24

Section 039

**GREENE COUNTY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Tammy Cavender  
Acting Department Director  
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 10, 2017**

Last Date Objections May Be Filed: **April 10, 2017**

**Prepared by Missouri Department of Labor and Industrial Relations**

Building Construction Rates for  
GREENE County

Section 039

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$25.72	56	28	\$11.75
Boilermaker			\$35.93	57	7	\$28.33
Bricklayer and Stone Mason			\$27.73	24	74	\$16.44
Carpenter			\$24.73	61	4	\$15.65
Cement Mason			\$23.64	64	4	\$11.10
Communication Technician			\$37.31	13	72	\$17.77 + 10%
Electrician (Inside Wireman)			\$25.65	21	48	\$11.95 + 10%
Electrician (Outside-Line Construction\Lineman)			\$41.52	125	65	\$5.00 + 34.5%
Lineman Operator			\$38.37	125	65	\$5.00 + 34.5%
Groundman			\$26.76	125	65	\$5.00 + 34.5%
Elevator Constructor		a	\$45.49	26	54	\$33.235
Glazier			\$23.35	36	52	\$6.71
Ironworker			\$29.00	50	4	\$28.45
Laborer (Building):						
General			\$21.28	112	4	\$11.73
First Semi-Skilled			\$23.42	112	4	\$11.73
Second Semi-Skilled			\$21.96	112	4	\$11.73
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter			\$24.63	123	78	\$15.65
Marble Mason			\$22.08	124	74	\$12.86
Marble Finisher			\$14.29	124	74	\$9.09
Millwright			\$24.73	61	4	\$15.65
Operating Engineer						
Group I			\$26.34	84	4	\$12.69
Group II			\$24.60	84	4	\$12.69
Group III			\$23.89	84	4	\$12.69
Group III-A			\$24.60	84	4	\$12.69
Group IV						
Group V			\$15.80	84	4	\$12.69
Painter			\$22.00	7	14	\$12.40
Pile Driver			\$24.73	61	4	\$15.65
Pipe Fitter			\$29.55	19	1	\$14.82
Plasterer			\$23.63	64	4	\$11.30
Plumber			\$29.55	19	1	\$14.82
Roofer \ Waterproofer			\$22.75	10	2	\$10.88
Sheet Metal Worker			\$28.94	4	24	\$14.18
Sprinkler Fitter - Fire Protection			\$34.79	33	19	\$20.17
Terrazzo Worker			\$28.73	124	74	\$14.38
Terrazzo Finisher			\$19.08	124	74	\$14.56
Tile Setter			\$22.08	124	74	\$12.86
Tile Finisher			\$14.29	124	74	\$9.09
Traffic Control Service Driver			\$16.35	48	49	\$2.75
Truck Driver-Teamster						
Group I			\$19.45	98	4	\$4.72
Group II						
Group III			\$19.45	98	4	\$4.72
Group IV			\$19.45	98	4	\$4.72

Fringe Benefit Percentage is of the Basic Hourly Rate

\*\*Annual Incremental Increase

\*SEE FOOTNOTE PAGE

ANNUAL WAGE ORDER NO. 24

3/17



**GREENE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

**NO. 4:** Means the regular working day shall consist of eight (8) hours labor on the job between six (6) a.m. and six-thirty (6:30) p.m. and the work week shall consist of five (5) consecutive eight (8) hour days beginning on Monday and ending with Friday of each week. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. Also, there may be a 40-hour work week which would consist of ten (10) hours each day for Monday, Tuesday, Wednesday, Thursday or Friday. The first two (2) hours performed in excess of an eight (8) hour workday, Monday through Friday, and the first ten (10) hours on Saturday, shall be paid at one and one half (1½) times the regular rate of pay. All work performed on Sundays and Holidays and in excess of ten (10) hours a day on all days shall be paid at two (2) times the regular rate of pay. A make-up day may be scheduled for work missed due to inclement weather. The make-up hours shall be paid at the regular hourly rate of pay.

**NO. 7:** Means work between the hours of 7:00 a.m. and 6:00 p.m. daily, Monday through Saturday, as assigned by the Employer shall be considered regular hours. Weekend work shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay. Weekend begins 12:01 a.m. Saturday. Overtime is time worked over forty (40) hours per pay period, and shall be paid at the rate of one and one-half (1½) times the regular rate of pay. Sunday and Holidays will be paid at the rate of two (2) times the regular rate of pay.

**NO. 10:** Means the regular working day shall be scheduled to consist of at least eight (8) hours but no more than ten (10) consecutive hours, exclusive of the lunch period, unless otherwise provided. Crews shall be scheduled to commence at any time between the hours of 5:00 a.m. and 10:00 a.m. or earlier if agreed on by the majority of any one crew. Except as specifically provided for Saturdays, Sundays and holidays, all work performed by Employees anywhere in excess of forty (40) hours in one (1) work week, or in excess of ten (10) hours in one work day shall be paid at the rate of one and one-half (1½) times the regular hourly wage scale. Any work performed on a Saturday shall be paid at the rate of one and one-half (1½) times the regular hourly wage scale unless such Saturday work falls under the category of Saturday make up day. When this Saturday Make Up Day does occur, the Employee may work on Saturday at straight time; provided, however, if during the period worked by said Employee on Saturday, the Employee's compensable time at the straight time rate exceeds forty (40) hours, all time worked in excess of the forty (40) hours will be paid at the rate of one and one-half (1½) times the regular hourly wage scale. The provision of this Saturday Make up Day shall not apply to any weeks in which a designated holiday is recognized. Any work performed by Employees anywhere on Sunday or holidays shall be paid at the rate of double (2) times the regular wage scale.

**NO. 13:** Means a regular workday shall consist of eight (8) hours between 8:00 a.m. and 4:30 p.m. Forty (40) hours, within five (5) days -- Monday through Friday inclusive -- shall constitute the regular workweek. The Employer may alter the above stated hours by two (2) hours for an early starting and quitting time only, not to exceed eight (8) hours of work in any one day. When job conditions dictate and as required by the customer, the Employer shall be allowed to establish a four (4) day, ten (10) hour per day work week. This work week is defined as Monday through Thursday, with a Friday make-up day. The normal work day under a ten (10) hour four (4) day work week shall be from 7:00 a.m. to 6:00 p.m., with a one hour starting variance. The make-up day of Friday shall be instituted for specific reasons such as loss of production due to weather and/or holidays. All hours worked in excess of ten (10) hours per day or forty (40) hours per week or hours worked outside the normal work week shall be paid at the applicable overtime rate. The first four (4) hours of overtime after the normal workday, each day Monday through Friday and the first ten (10) hours of overtime on Saturdays shall be paid for at one and one-half (1½) times the regular straight time rate of pay. All other work performed outside of the regularly scheduled working hours and outside of the first ten (10) hours worked on Saturdays shall be paid for at double (2) the regular straight time rate of pay. Sundays and the recognized holidays shall be paid for at double (2) the regular straight time rate of pay, if worked. When so elected by the contractor, multiple shifts of at least five (5) days duration may be worked. When two (2) or three (3) shifts are worked: The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workmen on the "day shift" shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work. The second shift (swing shift) shall be worked between the hours of 4:30 p.m. and 12:30 a.m. Workmen on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate plus 10% for seven and one-half (7 ½) hours work. The third shift (graveyard shift) shall be worked between the hours of 12:30 a.m. and 8:00 a.m. Workmen on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate plus 15% for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the "shift" hourly rate.

**GREENE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

**NO. 19:** On single shift operation, eight (8) hours of work, between 8:00 a.m. and 4:30 p.m., shall constitute a day's work. Forty (40) hours of work Monday through Friday shall constitute a workweek. The starting time may be changed to begin between the hours of six (6:00) and ten (10:00) a.m. The first two (2) hours performed in excess of an eight (8) hour workday Monday through Friday, and the first ten (10) hours on Saturday, shall be paid at time and one-half (1.5) the basic straight-time rate. All work performed on Sundays and holidays, and in excess of ten (10) hours a day shall be paid at double (2) the basic straight time rate of pay. When hours worked are outside of established work hours, the pay rate shall be one and one-half (1.5) times the regular rate of pay for the first ten (10) hours, and all hours in excess of ten (10) hours shall be at the double-time rate. Shift work of either one (1) eight hour night shift, or two (2) eight (8) hour night shifts on a job which will continue for at least one (1) week, all employees shall be paid eighteen and one-half percent (18.5%) over the straight-time hourly rate on the night shifts. All hours worked in excess of eight (8) in a shift shall be paid at the applicable overtime rate of pay. The normal workweek may be changed to four (4) ten (10) hour days or four (4) ten (10) hour nights, if on shift work, with the following provisions: Monday through Thursday would be the normal workweek with Friday being used as scheduled workday in case of a day being lost due to weather, all employees working night shift, on a job that will continue at least one (1) week, shall be paid thirty percent (30%) over the regular straight-time hourly rate of pay, and any hours worked before or after established starting and quitting times being paid at double (2) time hourly rates of pay.

**NO. 21:** Means eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within five (5) days, Monday through Friday, shall constitute a work week. The regular starting time of a job may be moved not more than two (2) hours prior to 8:00 a.m. However, in no case shall more than eight (8) hours be worked per day without the applicable overtime rate being paid. When job conditions dictate, the Employer shall be allowed to establish a four (4) day, ten (10) hours per day work week. This work week is defined as Monday through Thursday or Tuesday through Friday. All hours worked in excess of ten (10) hours per day or forty (40) hours per week shall be paid at the applicable overtime rate. This language is not intended to change the normal five (5) day, eight (8) hour per day work week. All overtime work performed after the regularly scheduled working hours Monday through Friday and Saturday shall be paid for at time and one-half (1½) the regular straight time rate of pay. Sundays and recognized holidays shall be paid for at two (2) times the straight time rate of pay. Shift work performed between the hours of 4:30 p.m. and 1:00 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 17.3% for all hours worked. Shift work performed between the hours of 12:30 a.m. and 9:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 31.4% for all hours worked. An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half (1½) times the shift hourly rate.

**NO. 24:** Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. A workweek of four (4), ten (10) hour days may be established on a per job basis. Saturday may be used for a make-up day, when working 5-8's, Friday when working 4-10's. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid for at the rate of time and one-half (1½) except after eight (8) hours worked, then double (2) time will apply. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time.

**NO. 26:** Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

**GREENE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

**NO. 33:** Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

**NO. 36:** Means eight (8) hours shall constitute a work day, Monday through Friday between the hours of 6:00 a.m. and 6:00 p.m. Saturday can be used as a makeup day if time is lost due to weather. All hours in excess of the regular forty (40) hour work week or eight (8) hours per day shall be considered overtime and shall be paid for at the rate of one and one-half (1½) times the regular rate. Employees will be paid at the rate of one and one-half (1½) times their regular rate for work performed on Saturdays. Sundays and holidays worked are to be paid at double (2) the regular hourly rate. Four (4) ten-hour days, at the option of the Employer, shall be the standard work week, consisting of a consecutive ten-hour period, Monday through Thursday or Tuesday through Friday, between the hours of 6:00 a.m. and 6:00 p.m. Forty (40) hours per week shall constitute a week's work.

**NO. 48:** Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

**NO. 50:** Means eight (8) hours constitute a normal day's work Monday through Friday. Any time worked over eight (8) hours will normally be paid at time and one-half (1½) except for exclusions stated in some following additional sentences. The Employer, at his discretion, may start the work day between 6:00 a.m. and 9:00 a.m. Any schedule chosen shall be started at the beginning of the work week (Monday) and used for at least five days. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule. If such a schedule is employed, then Friday may be used as a make-up day when time is lost due to inclement weather. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday unless working 4-10's, then time and one-half (1½) after ten (10) hours. All work performed on Saturday will be time and one-half (1½). Double (2) time shall be paid for all work on Sundays and recognized holidays.

**NO 56:** Means the regular work day shall consist of eight (8) hours between 8:00 a.m. and 4:30 p.m. An optional four day work week may be utilized with the ten (10) hour clause, days Monday through Thursday or Tuesday through Friday. Work hours shall be from 7:00 a.m. to 5:30 p.m. any work performed on Monday or Friday outside the regular scheduled four (4) days shall be at one and one half (1 ½) the regular rate of pay. Work performed outside of the regular work day, and on Saturdays shall be paid at one and one half (1 ½) the regular rate of pay. Sundays and holidays shall be paid at double (2) time the regular rate of pay.

**NO. 57:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$27.09 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**GREENE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

**NO. 61:** Means except as herein provided, eight (8) hours a day, 8:00 a.m. to 4:30 p.m., shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When the four (4) day ten hour work week is in effect, the standard work week shall consist of forty (40) hours, Monday through Friday, which will consist of any four (4) consecutive ten-hour four days within the five (5) day period. In the event the job is down for any reason beyond the control of the Employer, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to exceed ten (10) hours per day, or forty (40) hours per week. When the five (5) day eight-hour work week is in effect, forty (40) hours per week shall constitute a week's work (normal work week being Monday through Friday). In the event the job is down for any reason beyond the control of the Employer, then Saturday may, at the option of the Employer, be worked as a make-up day, at straight time not to exceed eight (8) hours for that day, or forty (40) hours per week. A make-up day is not to be used to make up time lost due to recognized holidays.

**NO. 64:** Means eight (8) hours shall constitute a day's work beginning at 8:00 a.m. and ending at 4:30 p.m. Forty (40) hours shall constitute a week's work, Sunday through Saturday. In the event time is lost due to weather or conditions beyond the control of the Employer, the Employer may schedule work on Saturday at straight time. All work over eight (8) hours in one day, forty (40) hours in one week, or on Saturday (except as herein provided) shall be classified as overtime and be paid at the rate of time and one-half (1½). All work on Sunday or recognized holidays shall be classified as overtime and be paid at the rate of double (2) time. When the four (4) day ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods. Forty (40) hours per week shall constitute a week's work Sunday through Saturday inclusive. In the event the job is down for reasons beyond the contractors control, then Friday and/or Saturday may, at the option of the Employer be worked as a make-up day, straight time not to exceed ten (10) hours per day or forty (40) hours per week.

**NO. 84:** The regular working starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. Except as provided in this Article, eight (8) hours a day shall constitute a standard work day and forty (40) hours per week shall constitute a weeks' work, which shall begin on Sunday and end on Saturday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid at the rate of time & one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods, exclusive of the lunch period, beginning at 6:30 a.m. and forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to exceed ten (10) hours or forty (40) hours per week. When the five (5) eight-hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to exceed eight (8) hours or forty (40) hours per week.



**GREENE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

**NO. 98:** Means eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work which shall begin on Sunday and end on Saturday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 5:30 and 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day or forty (40) hours per week. When the five (5) day eight (8) hours work week is in effect forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours per day or forty (40) hours per week. When the five (5) day eight (8) hour work week is in effect, starting time shall be between 7:00 a.m. and 8:00 a.m. All time worked before 7:00 a.m. shall be paid for at the rate of time and one-half (1½). All work performed on Saturday up to 6:00 p.m. (except as herein provided) shall be compensated for at the rate of time and one-half (1½). All time worked from 6:00 p.m. Saturday to 7:00 a.m. Monday will be paid for at the rate of double (2) time.

**NO. 112:** Means the regular starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. Except as provided for, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Sunday and end on Saturday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight (8) hour days or four (4) ten (10) hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week.

**NO. 123:** Means except as provided, eight (8) hours a day (8:00 A.M. to 4:30 P.M.) shall constitute a standard work day, excluding the 30-minute lunch period, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (except as herein provided). All time worked on Sunday and herein named holidays shall be classified as overtime and paid at the rate of double time. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When the four (4) day ten-hour work week is in effect, the standard work week shall consist of forty (40) hours, Monday through Friday, which will consist of any four (4) consecutive ten (10) hour days within the five day period. In the event the job is down for any reason beyond the control of the Employer, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to exceed ten (10) hours or forty (40) hours per week. Starting time will be designated by the Employer. When the five (5) day eight (8) hour work week is in effect forty (40) hours per week will constitute a week's work (normal work week being Monday through Friday). In the event the job is down for any reason beyond the control of the Employer, then Saturday may, at the option of the Employer, be worked as a make-up day; at straight time not to exceed eight (8) hours or forty (40) hours per week.

**NO. 124:** Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

**GREENE COUNTY  
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

**NO. 125:** Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

**GREENE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 1:** All work done on New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the rate of double time. When one of the above holidays falls on Sunday, the following Monday shall be observed. When one of the above holidays falls on Saturday the preceding Friday shall be observed.

**NO. 2:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or the days observed as such, shall be paid at the double time rate of pay.

**NO. 4:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday and holidays falling on Sunday will be observed on the following Monday.

**NO. 7:** The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

**NO. 14:** The following days are recognized Holidays: Memorial Day, Fourth of July, Thanksgiving Day, Christmas Day, and New Year's Day. No work shall be done on Labor Day. When falling on a Sunday and the following Monday is observed as part of the holiday, then that Monday shall be considered a holiday. Sunday and Holidays will be paid at the rate of two (2) times the regular rate of pay.

**NO. 19:** All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

**NO. 24:** All work done on Christmas Day, Thanksgiving Day, New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Presidential Election Day or days locally observed as such, and Sunday shall be recognized as holidays and paid at the double time rate of pay.

**NO. 28:** All work done on New Year's Day, Veteran's Day, Memorial Day, Independence Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

**NO. 48:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid for at double (2) the straight-time rate of pay. Any one of the above-listed holidays falling on Sunday shall be observed on the following Monday and paid for at double (2) the straight-time rate of pay. Any of the above holidays falling on Saturday shall be observed on the previous Friday and paid at double (2) the straight-time rate of pay. Employees working on the Saturday will receive the standard pay for Saturday work.

**NO. 49:** The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of the personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1½) their regular rate of pay for all hours worked.

**GREENE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 52:** All work performed on Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall receive the double (2) time rate of pay.

**NO. 54:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

**NO. 65:** Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.

**NO. 72:** All work performed on New Year's Day, Memorial Day (last Monday in May), Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid for at double (2) the regular straight time rate of pay. Any one of the above listed holidays falling on Sunday shall be observed on the following Monday and paid for at double (2) the regular straight time rate of pay, if worked. Any one of the above listed holidays falling on Saturday shall be observed on the prior Friday and paid for at double (2) the regular straight time rate of pay, if worked. No work shall be performed on Labor Day except in case of emergency.

**NO. 74:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

**NO. 78:** The following days shall be recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. If any of the above holidays fall on Sunday, Monday will be observed as the legal holiday. If any of the above holidays fall on Saturday, Friday will be observed as the legal holiday. All time worked on Sunday and herein named holidays shall be classified as overtime and paid at the rate of double time.

Heavy Construction Rates for  
GREENE County

Section 039

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter		\$29.03	23	16	\$16.10
Electrician (Outside-Line Construction)\Lineman)		\$41.52	18	24	\$5.00 + 34.5%
Lineman Operator		\$38.37	18	24	\$5.00 + 34.5%
Lineman - Tree Trimmer		\$22.51	31	30	\$5.50 + 28%
Groundman		\$26.76	18	24	\$5.00 + 34.5%
Groundman - Tree Trimmer		\$18.21	31	30	\$5.50 + 28%
Laborer					
General Laborer		\$24.32	4	18	\$12.71
Skilled Laborer		\$24.87	4	18	\$12.71
Millwright		\$29.03	23	16	\$16.10
Operating Engineer					
Group I		\$30.82	5	15	\$13.30
Group II		\$30.47	5	15	\$13.30
Group III		\$30.27	5	15	\$13.30
Group IV		\$28.22	5	15	\$13.30
Oiler-Driver		\$28.22	5	15	\$13.30
Pile Driver		\$29.03	23	16	\$16.10
Traffic Control Service Driver		\$16.35	29	28	\$2.75
Truck Driver-Teamster					
Group I		\$28.97	12	3	\$12.45
Group II		\$29.13	12	3	\$12.45
Group III		\$29.12	12	3	\$12.45
Group IV		\$29.24	12	3	\$12.45

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

\*Annual Incremental Increase

ANNUAL WAGE ORDER NO. 24

3/17

**GREENE COUNTY  
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

**NO. 4:** Means a regular work week shall consist of not more than forty (40) hours of work, Monday through Saturday, and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workers shall receive time and one-half (1½) for all work performed on Sundays and holidays. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer prevent work, in which event, the starting time may be delayed, but not later than 12:00 noon. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker(s) unless worked.

**NO. 5:** Means a regular work week shall consist of not more than forty (40) hours work, Monday through Saturday, and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workmen shall receive time and one-half (1½) for all work performed on Sundays and recognized holidays or days observed as such. Double (2) time shall be paid for work on Sunday or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or holiday. If a job can't work forty (40) hours, Monday through Saturday, because of inclement weather or other conditions beyond the control of the Employer, Friday and Saturday may be worked as make up days at straight time (if working 4-10's). Saturday may be worked as a make up day at straight time (if working 5-8's). Make up days shall not be utilized for days lost to holidays. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer, including requirements of the owner, prevent work. In such event the starting time may be delayed but not later than 12:00 noon. Where one of the holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours shall be paid at time & one-half (1½).

**NO. 12:** Means a regular work week shall consist of not more than forty (40) hours of work and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). A workday is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer, in which event, the starting time may be advanced or delayed. Workers shall receive time and one-half (1½) for all work performed on recognized holidays or days observed as such.

**NO: 18:** Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

**GREENE COUNTY  
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

**NO. 23:** Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. For all overtime hours worked during the week or on Saturday \$15.55 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$15.55 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.55 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

**NO. 29:** Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

**NO. 31:** Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate. All employees performing work on affected properties during or following emergencies shall receive the applicable rate of pay for the first sixteen (16) consecutive hours and all hours worked in excess of sixteen (16) consecutive hours shall be paid at double time until broken by an eight (8) hour rest period. Should an employee be called back to work within two hours of his normal quitting time, the previous hours worked shall count toward the above sixteen (16) hour provision.

**GREENE COUNTY  
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

**NO. 3:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive time & one-half (1½) the regular rate of pay for such work.

**NO. 15:** The following days are recognized as holidays: New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. If workmen are required to work the above enumerated holidays or days observed as such, they shall receive time and one-half (1½) the regular rate of pay for such work. Where one of the holidays specified falls or is observed during the workweek, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½). Workmen shall receive time and one-half (1 ½) for all work performed on Sundays. Double (2) time shall be paid for work on Sunday or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time for that Sunday or holiday.

**NO. 16:** The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 18:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the time and one-half (1½) rate of pay. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however no reimbursement for this eight (8) hours is to be paid to the working person(s) unless the holiday is worked.

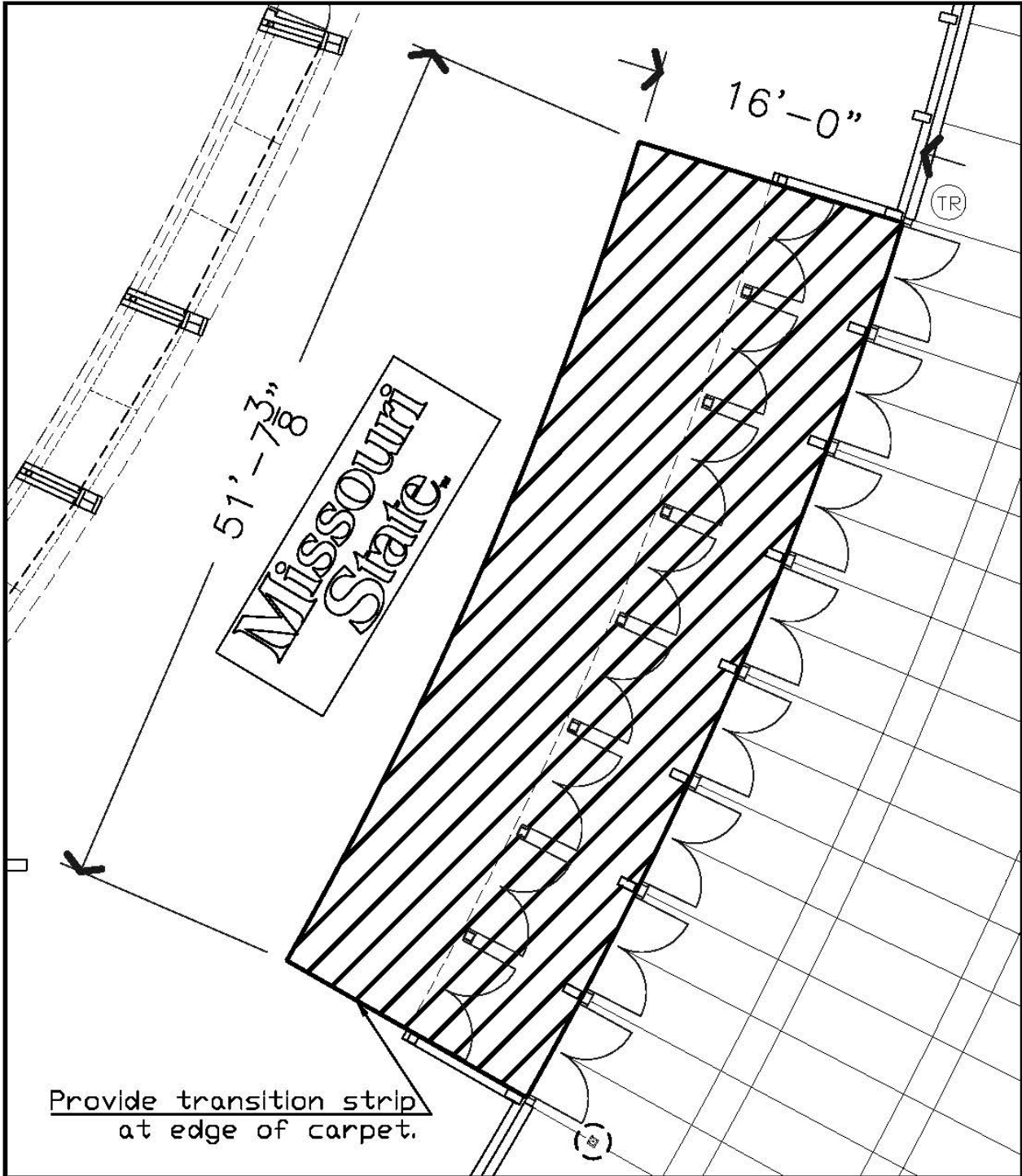
**NO. 24:** Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.



**NO. 28:** The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of the personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1½) their regular rate of pay for all hours worked.

**NO. 30:** All work performed on New Year's Day, Decoration Day, Fourth of July, Labor Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.

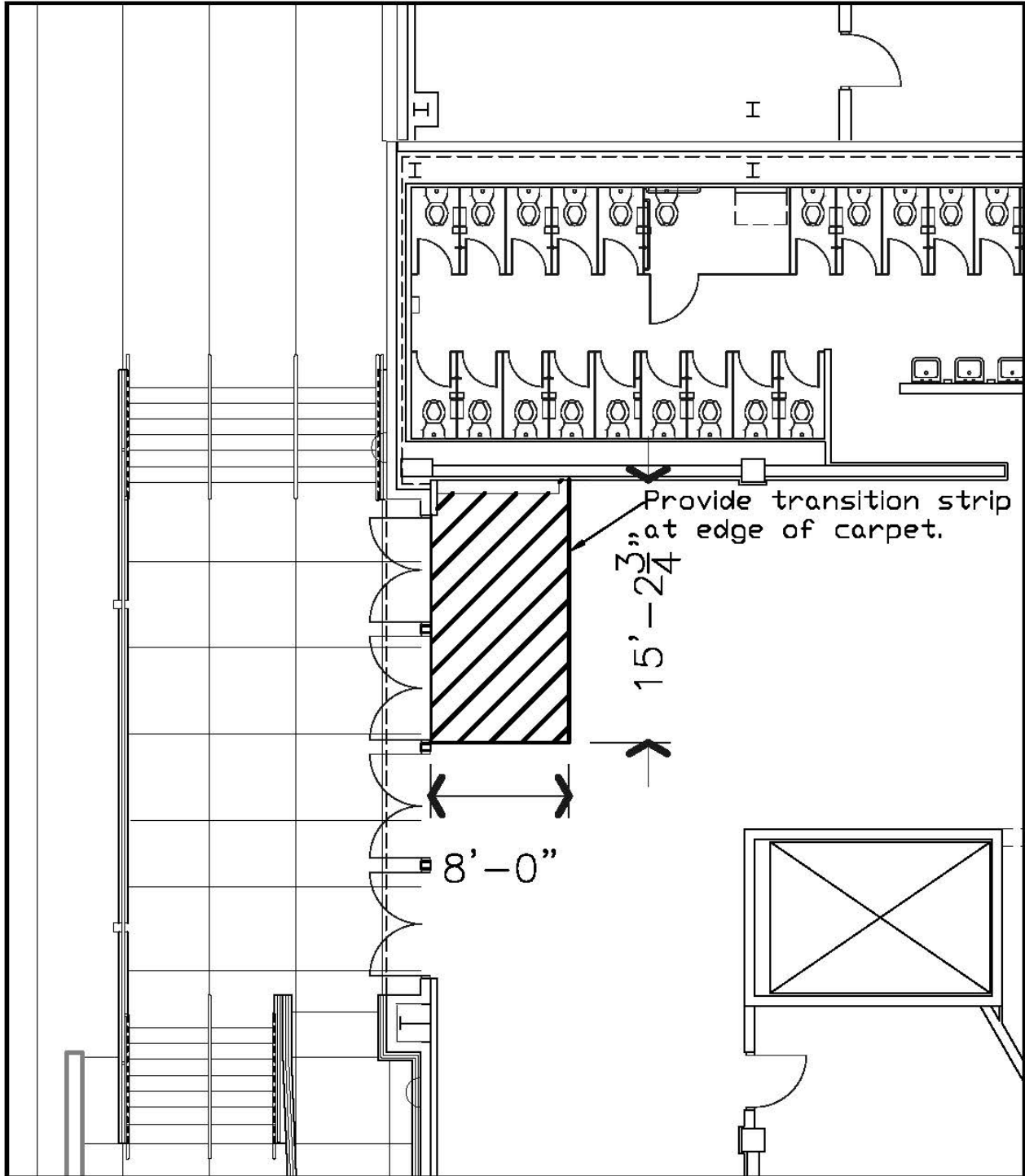



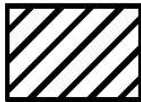
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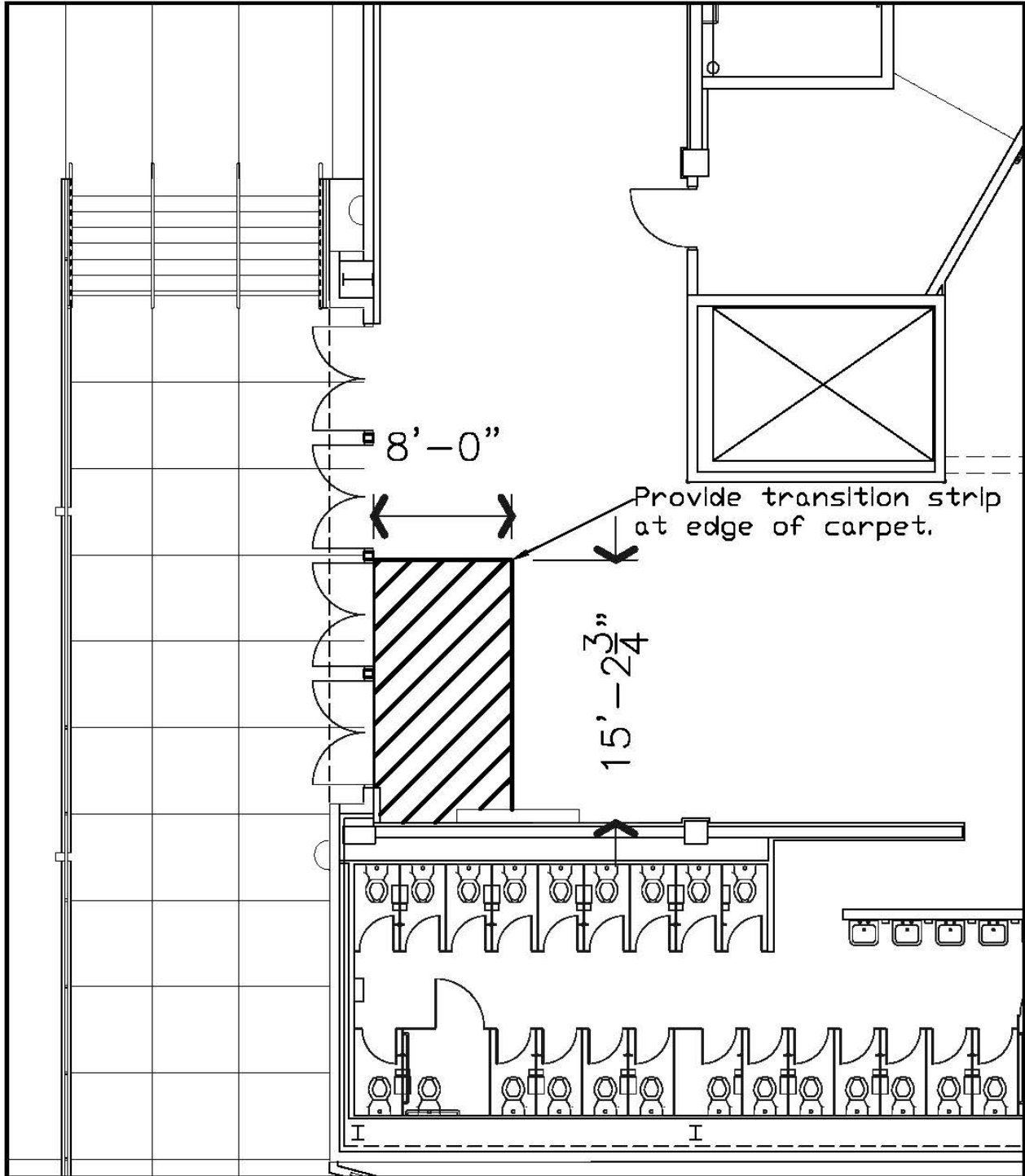
 <b>Missouri State</b> UNIVERSITY	<b>Planning, Design &amp; Construction</b> Burgess House  901 South National Avenue Springfield, Missouri 65897  Phone: (417) 836-3101 Fax: (417) 836-6884	 New flooring with existing vinyl style base replaced with new vinyl base.	Date:
			Project Number:
			Sheet Number:

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 <p><b>Missouri State</b> UNIVERSITY</p>	<p><b>Planning, Design &amp; Construction</b> Burgess House</p> <p>901 South National Avenue Springfield, Missouri 65897</p> <p>Phone: (417)836-3101 Fax: (417) 836-6884</p>	 <p>New flooring with existing vinyl style base replaced with new vinyl base.</p>	Date:
			Project Number:
			Sheet Number:

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**Missouri State**  
UNIVERSITY

**Planning, Design & Construction**  
Burgess House

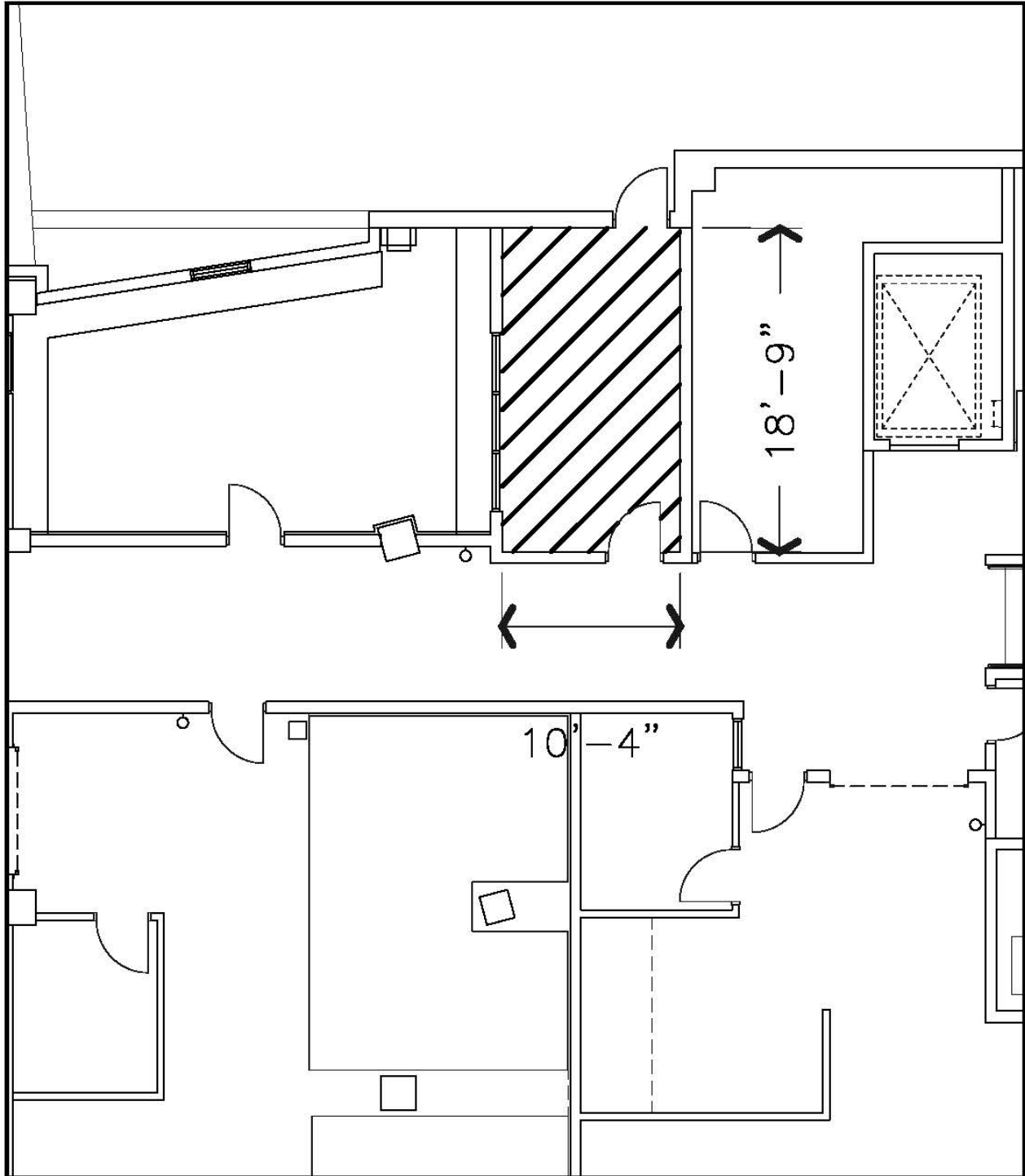
901 South National Avenue  
Springfield, Missouri 65897



Phone: (417) 836-5101  
Fax: (417) 836-6884

 New flooring with existing vinyl style base replaced with new vinyl base.

Date:
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 <b>Missouri State</b> UNIVERSITY	<b>Planning, Design &amp; Construction</b> Burgess House	 New flooring with existing vinyl style base replaced with new vinyl base.	Date:
	901 South National Avenue Springfield, Missouri 65897		Project Number:
	Phone: (417)836-3101 Fax: (417) 836-6884		Sheet Number:

III.D.6

MISSOURI STATE UNIVERSITY

BOARD OF GOVERNORS

AGREEMENT NO. \_\_\_\_\_

Approval of Third Lease Addendum to Lease  
Agreement with Ozarks Technical Community  
College in Lebanon, Missouri

**WHEREAS**, Missouri State University entered into a Lease Agreement (“Lease”) with Ozarks Technical Community College to lease classroom and office space at the Ozarks Technical Community College Lebanon Education Center (“Lebanon Education Center”) for an initial term running from August 1, 2013 to July 31, 2014;

**WHEREAS**, the University extended the term of the lease for one (1) year (i.e., from August 1, 2014 to July 31, 2015), pursuant to Section 1.2 of the Lease;

**WHEREAS**, the University amended the Lease so as to extend its term for a second year running from August 1, 2015 to July 31, 2016 (“First Addendum”); and

**WHEREAS**, the University amended the Lease so as to extend its term for a third year running from August 1, 2016 to July 31, 2017 (“Second Addendum”); and

**WHEREAS**, the University desires to continue its Missouri State Outreach Continuing and Distance Education program in Lebanon, Missouri, such that University desires to again amend the Lease so as to extend its term for a fourth year, running on August 1, 2017 to July 31, 2018, as set forth in the attached Third Addendum.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Governors for Missouri State University that the President and/or Vice President for Administrative Services be authorized to enter into the attached Third Addendum to Lease Agreement with Ozarks Technical Community College for general classroom and support space in Lebanon, Missouri, with such addendum to be effective upon execution by both parties.

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Virginia Fry  
Chair of the Board

Passed at Meeting of  
June 23, 2017

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Kristan Gochenauer  
Secretary of the Board

COMMENTS:

The Missouri State Outreach program plans to continue leasing classroom and office space at Ozarks Technical Community College (“OTC”) Lebanon Education Center. Under the proposed addendum, the Lease would be extended for another year commencing on August 1, 2017 and continuing through July 31, 2018. During this additional year, the University would increase payment to OTC from \$22,000 to \$23,000 for two (2) general classrooms, one (1) classroom for interactive video courses (ITV), one (1) furnished computer laboratory, and office space during the term.

**THIRD ADDENDUM TO LEASE  
AGREEMENT**

This THIRD ADDENDUM TO LEASE AGREEMENT ("Third Addendum") is made and entered into as of the 6th day of June, 2017 ("Effective Date"), by and between COMMUNITY COLLEGE DISTRICT OF CENTRAL SOUTHWEST MISSOURI a/k/a OZARKS TECHNICAL COMMUNITY COLLEGE, a political subdivision ("Lessor") and the BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY, a public university of higher education ("Lessee").

**WITNESSETH:**

**WHEREAS**, on May 15, 2013, Lessor and Lessee entered into a Lease Agreement, whereby Lessee rents a portion of Lessor's Building for purposes of providing academic course offerings in Lebanon, Missouri ("Lease");

**WHEREAS**, pursuant to Section 1.1 of the Lease, the Initial Term of the Lease was for a one-year period commencing on August 1, 2013 and continuing through July 31, 2014;

**WHEREAS**, at the conclusion of the Initial Term, pursuant to Section 1.2 of the Lease, the Lease was extended for a one-year renewal term, commencing on August 1, 2014 and continuing through July 31, 2015 ("First Renewal Term");

**WHEREAS**, on or about June 30, 2015, the parties amended the Lease in order to extend it for a second one-year renewal term, commencing on August 1, 2015 and continuing through July 31, 2016 ("Second Renewal Term");

**WHEREAS**, on or about July 29, 2016, the parties again amended the Lease in order to extend it for a third one-year renewal term, commencing on August 1, 2016 and continuing through July 31, 2017 ("Third Renewal Term");

**WHEREAS**, the parties desire to again amend the Lease in order to extend it for a fourth one-year renewal term, commencing on August 1, 2017 and continuing through July 31, 2018 ("Fourth Renewal Term"); and

**WHEREAS**, the parties agree that the Fourth Renewal Term shall be subject to the terms and conditions set forth below.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Fourth Renewal Term. The Lease shall be extended for a Fourth Renewal Term commencing on August 1, 2017 and continuing through July 31, 2018.

2. Rent During Fourth Renewal Term. The rent for the Fourth Renewal Term shall be Twenty-Three Thousand and 00/100 Dollars (\$23,000.00) ("Rent"), payable on or before August 1, 2017. Rent shall be paid without demand in advance on the first day of the Fourth Renewal Term, and subsequently thereafter for any additional renewal terms, if any, to Lessor at 1001 E. Chestnut Expressway, Springfield, MO 65802, or at such other addresses designated by written notice from Lessor.

3. Capitalized Terms. Capitalized terms not otherwise defined in this Third Addendum shall have the meaning as that ascribed to them in Lease as previously amended.

4. Counterparts. This Third Addendum may be executed in one (1) or more counterparts, each of which shall constitute an original and all of which taken together shall constitute but one and the same document. Signatures to this Third Addendum transmitted by facsimile, by electronic mail in portable document format (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Third Addendum, shall have the same effect as physical delivery of the paper document bearing the original signature.

5. Ratification. Except as expressly amended by this Third Addendum, all other terms and conditions of the Lease, as previously amended, are hereby ratified and remain in full force and effect.

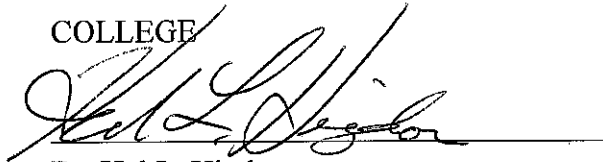
IN WITNESS WHEREOF, the parties have signed this Third Addendum as of the Effective Date.

**LESSOR:**

**LESSEE:**

COMMUNITY COLLEGE DISTRICT  
OF CENTRAL SOUTH WEST MISSOURI  
a/k/a OZARKS TECHNICAL COMMUNITY  
COLLEGE

BOARD OF GOVERNORS OF  
MISSOURI STATE UNIVERSITY



Dr. Hal L. Higdon  
Chancellor

Matthew D. Morris  
Vice President for Administrative  
Services



MISSOURI STATE UNIVERSITY

III.E.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.

**UNRANKED FACULTY APPOINTMENTS (Term):**

<u>Name</u>	<u>Position-Department</u>	<u>Salary</u>	<u>Effective</u>
Hannah Harris	Instructor Psychology (12-month appointment)	\$48,000 annually	08/01/17

(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>
Samantha Goodall	Clinical Assistant Professor School of Nursing	05/19/17
Peter Plavchan	Assistant Professor Physics, Astronomy & Materials Science	05/19/17
Sharmistha Self	Professor Economics	05/19/17
Lucretia Smith	Clinical Instructor School of Nursing	05/19/17
Rhea Felicilda	Associate Professor School of Nursing (12-month appointment)	07/31/17

**RETIREMENTS:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Ronald Dattero	Professor Computer Information Systems	05/19/17
Corinne Karuppan	Professor Marketing	05/19/17
Rhonda Ridinger	Professor Kinesiology	05/19/17
Myrna Walker	Clinical Instructor Childhood Education & Family Studies	05/19/17
Cathie F. Weir	Instructor Greenwood Laboratory School	05/19/17

**NON-REAPPOINTMENTS:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Amelia N. Chenoweth	Instructor Counseling, Leadership & Special Education	05/19/17
Jana K. Owen	Instructor Modern & Classical Languages	05/19/17
Christina L. Ryder	Instructor Sociology & Anthropology	05/19/17

**LEAVE WITH PAY:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Jason Jolley	Department Head Associate Professor Modern & Classical Languages	06/01/17 07/31/17
Kenneth Vollmar	Professor Computer Science	08/14/17 12/15/17

**LEAVE WITHOUT PAY:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Ivy Fitzgerald	Instructor	08/14/17
	Biomedical Sciences	05/18/18

**CHANGE OF STATUS:**

<u>Name</u>	<u>Position-Department</u>	<u>Action</u>	<u>Effective</u>
Daniel W. Beckman	From: Professor Biology	Status Change	06/01/17
	To: Faculty Emeritus Biology		
Joshua Davis	From: Department Head Professor Computer Information Systems \$140,000 annually (12-month appointment)	Status Change & Salary Adjustment	06/01/17
	To: Department Head Management & Information Technology Professor Computer Information Systems \$150,000 annually (12-month appointment)		
Jeffrey Jones	From: Interim Department Head Management Assistant Professor Finance & General Business \$121,203 annually (\$2,500 monthly supplemental) 12-month appointment	Status Change	06/01/17
	To: Assistant Professor Finance & General Business \$121,203 annually (9-month appointment)		

Academic Personnel Board Actions, cont'd.

Page 4

Corinne Karuppan	From: Professor Marketing To: Faculty Emeritus Marketing	Status Change	06/01/17
Kyoungtae Kim	From: Professor Biology \$67,196 annually To: Associate Dean College of Natural & Applied Sciences Professor Biology \$67,196 annually (\$2,000 monthly supplemental)	Status Change	06/01/17 06/30/19
Rhonda Ridinger	From: Professor Kinesiology To: Faculty Emeritus Kinesiology	Status Change	06/01/17
Kenneth H. Brown	Department Head Professor Economics From: \$134,987 annually To: \$139,987 annually	Salary Adjustment	07/01/17
Jeremy Chesman	Interim Department Head Theatre & Dance Professor Music	Continuation of Appointment	07/01/17 06/30/18

Academic Personnel Board Actions, cont'd.

Page 5

Xiaomin Qiu	<p>From: Associate Professor          Geography, Geology &amp; Planning          \$60,653 annually</p> <p>To: Associate Dean          College of Natural &amp; Applied          Sciences          Associate Professor          Geography, Geology &amp; Planning          \$60,653 annually          (\$2,000 monthly supplemental)</p>	Status Change	07/01/17 06/30/19
Kelly Wood	<p>Interim Director          First-Year Programs          Professor          Communications</p>	Continuation of Appointment	07/01/17 06/30/18
Vonda Yarberry	<p>Interim Department Head          Professor          Art &amp; Design</p>	Continuation of Appointment	07/01/17 06/30/18
David R. Dowdy	<p>From: Professor          Modern &amp; Classical Languages</p> <p>To: Faculty Emeritus          Modern &amp; Classical Languages</p>	Status Change	08/01/17
Michael Hignite	<p>From: Professor          Computer Information Systems</p> <p>To: Faculty Emeritus          Computer Information Systems</p>	Status Change	08/01/17
Madeleine F. Hooper	<p>From: Associate Professor          Modern &amp; Classical Languages</p> <p>To: Faculty Emeritus          Modern &amp; Classical Languages</p>	Status Change	08/01/17
Sarah Perkins	<p>From: Professor          Art &amp; Design</p> <p>To: Faculty Emeritus          Art &amp; Design</p>	Status Change	08/01/17

Academic Personnel Board Actions, cont'd.

Page 6

Subhasree Basu Roy	Assistant Professor Economics From: \$67,493 annually To: \$72,493 annually	Salary Adjustment	08/14/17
Richard G. Belshoff	Professor Mathematics From: \$79,608 annually To: \$80,608 annually	Salary Adjustment	08/14/17
Ed Chang	Professor Finance & General Business From: \$126,256 annually To: \$131,256 annually	Salary Adjustment	08/14/17
Jeffrey Cornelius-White	Professor Counseling, Leadership & Special Ed. From: \$71,164 annually To: \$76,164 annually	Salary Adjustment	08/14/17
David Hays	Professor Music From: \$66,514 annually To: \$71,514 annually	Salary Adjustment	08/14/17
Ronald Malega	Assistant Professor Geography, Geology & Planning From: \$56,913 annually To: \$58,913 annually	Salary Adjustment	08/14/17
Leslie Reid	Professor Mathematics From: \$89,382 annually To: \$94,382 annually	Salary Adjustment	08/14/17
Mark W. Rogers	Associate Professor Mathematics From: \$64,919 annually To: \$65,919 annually	Salary Adjustment	08/14/17

Ridwan Sakidja	Associate Professor Physics, Astronomy & Materials Science From: \$54,155 annually To: \$72,000 annually	Salary Adjustment	08/14/17
Steven M. Senger	Assistant Professor Mathematics From: \$55,033 annually To: \$57,033 annually	Salary Adjustment	08/14/17
Matthew Siebert	Assistant Professor Chemistry From: \$55,901 annually To: \$57,901 annually	Salary Adjustment	08/14/17
Patrick L. Sullivan	Assistant Professor Mathematics From: \$58,130 annually To: \$59,130 annually	Salary Adjustment	08/14/17
D. Alexander Wait	Professor Biology From: \$69,910 annually To: \$74,910 annually	Salary Adjustment	08/14/17

**REAPPOINTMENTS:**

Non-tenured, unranked faculty, effective August 14, 2017 through May 18, 2018, unless otherwise noted.

COLLEGE OF ARTS & LETTERS

Department of Art & Design

Andy Goodwin	Artist-in-Residence
Robin Lowe	Instructor
Iwona Zalewski-Duszek	Senior Instructor

Department of Communication

Deana Butcher	Instructor
Allison Coltharp	Senior Instructor

Nora Cox	Senior Instructor
Jason Howard	Instructor
Gary Iman	Instructor
Didem Koroglu	Instructor
Jerri Lynn Kyle	Senior Instructor
Taleyna Morris	Instructor
Roberta Rowe	Senior Instructor
Heather Walters	Instructor

Department of English

Roberta Berry	Senior Instructor
Sara Burge	Senior Instructor
Mara Cohen-Ionnides	Senior Instructor
Tracy Dalton	Senior Instructor
Sean Herring	Practitioner-in-Residence
Earl Holmer	Senior Instructor
Jennifer Murvin	Senior Instructor
Angelia Northrip-Rivera	Senior Instructor
Lori Rogers	Senior Instructor
Michael Stowe	Senior Instructor
John Turner	Senior Instructor

Department of Media, Journalism & Film

Jack E. Dimond	Senior Instructor
Leonard B. Horton	Instructor
Jennifer L. Moore	Practitioner-In-Residence

Department of Modern & Classical Languages

Anne Colombo	Senior Instructor
Luis F. Lombilla	Senior Instructor
Blanca J. Martinez	Instructor
Weirong Y. Schaefer	Senior Instructor
Corinne E. Shirley	Senior Instructor
J. Dane Wallace	Instructor

Department of Music

Kyle Aho	Instructor
Martin Morrison	Instructor
Vicky Scott	Instructor



COLLEGE OF BUSINESS

Department of Management & Information Technology

Dana Frederick	Instructor
Joyce Lopez	Senior Instructor
Michael Merrigan	Clinical Assistant Professor
Glenn Pace	Senior Instructor

Department of Marketing

Sherry Cook	Senior Instructor
David D. Hammons	Instructor
Courtney Pham	Senior Instructor
Carly Pierson	Instructor

Department of Technology & Construction Management

Nancy Asay	Senior Instructor
David S. Joswick	Senior Instructor
Jacob A. Nelson	Instructor
Marciann Patton	Senior Instructor

COLLEGE OF EDUCATION

Department of Childhood Education & Family Studies

Christine Combs	Instructor
Gina Wood	Clinical Assistant Professor

Department of Counseling, Leadership & Special Education

Marci Dowdy	Senior Instructor
Michael Goeringer	Clinical Instructor
James C. Matthews	Instructor
Nathaniel E. Quinn	Instructor
Shari L. Scott	Instructor
Rebecca J. Smotherman	Instructor

COLLEGE OF HEALTH & HUMAN SERVICES

Department of Communication Sciences & Disorders

Karen Engler	Clinical Professor
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Department of Kinesiology

Jodie Adams

Practitioner-in-Residence

Amy Blansit

Instructor

School of Nursing

Vanessa L. McConnell

Clinical Assistant Professor

Victoria J. Verheyen

Clinical Assistant Professor

COLLEGE OF HUMANITIES & PUBLIC AFFAIRS

Department of Sociology & Anthropology

Lyle Q. Foster

Instructor

Jason A. Shepard

Instructor

COLLEGE OF NATURAL & APPLIED SCIENCES

Department of Chemistry

Brian High

Senior Instructor

Helena Metzker

Instructor

Lisa Reece

Instructor

COLLEGE OF AGRICULTURE

Department of Agriculture

William Boyer

Instructor

(07/01/2017 – 06/30/2018)

Katelyn McCoy

Instructor

(07/01/2017 – 06/30/2018)

Christine Sudbrock

Instructor

(07/01/2017 – 06/30/2018)

Susan Webb

Senior Instructor

(07/01/2017 – 06/30/2018)

Vote: \_\_\_\_\_ Yea  
          \_\_\_\_\_ Nay

**ADDENDUM A**

**The following have been appointed as Per Course Faculty for the Spring semester: January 9, 2017 through May 19, 2017.**

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Buergler, Melanie	Psychology	\$1,595.00
Dixon, Stephanie	Psychology	\$2,420.00
Dunn, Joanne	English	\$1,045.00
Hisle, Melissa	English	\$1,155.00
Hooker, Tristin	English	\$825.00
Krumme, Greg	Biomedical Sciences	\$2,915.00
Manley, Heather	Psychology	\$1,540.00
Massey, Dallas	Biomedical Sciences	\$1,375.00
Matrix, Lori	English	\$1,045.00
Mitchell, Molinda	English	\$1,100.00
Simmers, Christine	Marketing	\$1,485.00
Zhou, QiongQiong	Biomedical Sciences	\$440.00

**ADDENDUM B**

**The following have been appointed as Summer Faculty for the Summer semester: June 12, 2017 through August 4, 2017**

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Adams, Kathryn	School of Nursing	\$10,750.00
Adamson, Reesha	Counseling, Lead & Special Ed	\$4,347.00
Agnew, William	Counseling, Lead & Special Ed	\$6,000.00
Aldrich, Donna	Reading Foundations & Tech	\$2,745.00
Amidon, Ethan	Criminology	\$843.00
Ampleman, James	Marketing	\$3,300.00
Atwell, Jan	School of Nursing	\$1,392.00
Austin, Rebekah	Management & Info Tech	\$6,000.00
Backes, Heidi	Modern & Classical Languages	\$6,000.00
Bakker, Klaas	Comm Sciences & Disorders	\$10,095.00
Barlow, Jamie	Occupational Therapy	\$1,000.00
Barnett, Helen	College of Hum & Pub Affairs	\$2,502.00
Barnett, Joann	Childhood Ed & Family Studies	\$1,875.00
Bauman, Isabelle	Communication	\$4,678.00
Beckman, Daniel	Biology	\$3,322.00
Behzadan, Amir	Tech & Construction Mgmt	\$19,266.00
Berquist, Charlene	Communication	\$8,483.00
Bishop, Rhonda	Childhood Ed & Family Studies	\$2,745.00
Blansit, Amy	Kinesiology	\$5,192.00
Botsford, Diana	Media Journalism & Film	\$2,754.00
Bourhis, John	Communication	\$7,121.00
Bowe, Laura	Biology	\$5,618.00
Boyle, Megan	Counseling, Lead & Special Ed	\$8,567.00
Byrket, Jacqueline	Psychology	\$2,445.00
Brazeal, LeAnn	Communication	\$9,144.00
Brock, Russell	SW Regional Prof Dev Ctr	\$2,500.00
Buchanan, Erin	Psychology	\$8,846.00
Burge, Sara	English	\$6,201.00
Butcher, Deana	Communication	\$3,000.00
Buyurgan, Nebil	College of Business	\$9,500.00
Cadle, Lanette	English	\$4,669.00
Cafagna, Marcus	English	\$4,532.00
Cagle, Leah	Occupational Therapy	\$1,000.00
Capeci, Dominic	History	\$6,266.00
Cardin, Ashlea	Occupational Therapy	\$1,989.00

## Academic Personnel Board Actions, cont'd.

Page 13

Chen, Qiang	Social Work	\$4,125.00
	College of Hlth & Human Svcs	\$3,000.00
Chenoweth, Amelia	Counseling, Lead & Special Ed	\$3,271.00
Choate, Lenetta	Psychology	\$2,745.00
Chuchiak, John	Honors College	\$10,237.00
Cockrum, Leslie	Comm Sciences & Disorders	\$2,445.00
Coltharp, Allison	Communication	\$3,224.00
Combs, James	Library	\$4,553.00
Cormier, Bret	Counseling, Lead & Special Ed	\$12,086.00
Cornelius-White, Jeffrey	Counseling, Lead & Special Ed	\$5,337.00
Craig, Karen	English	\$2,448.00
Curry, Natalie	Social Work	\$3,060.00
Czyzniejewski, Michael	English	\$8,063.00
Dalton, Tracy	English	\$3,210.00
Deckard, Kellie	Occupational Therapy	\$3,000.00
Dibble, Laurel	Media Journalism & Film	\$2,754.00
Dillon, Randy	Communication	\$6,292.00
Dixon, Stephanie	Psychology	\$2,445.00
Dollar, Susan	Social Work	\$6,496.00
Dyer, Samuel	Communication	\$4,678.00
Everson, Cynthia	Modern & Classical Languages	\$2,448.00
Fallone, Melissa	Psychology	\$4,375.00
Finch, Kim	Counseling, Lead & Special Ed	\$9,417.00
Fischer, Donald	Psychology	\$5,393.00
Follensbee, Billie	Art & Design	\$2,000.00
Franklin, Thomas	Comm Sciences & Disorders	\$12,782.00
Galloway, James	College of Hlth & Human Svcs	\$3,000.00
Garrad, Richard	Biomedical Sciences	\$8,964.00
Gebken, Richard	Tech & Construction Mgmt	\$6,423.00
Goddard, Stacy	Kinesiology	\$1,038.00
Goeringer, Michael	Counseling, Lead & Special Ed	\$3,225.00
Harrison, Glenda	College of Hum & Pub Affairs	\$2,754.00
Hass, Aida	Criminology	\$917.00
Havlin, Tiffany	Social Work	\$6,120.00
Haynes, Tricia	Biomedical Sciences	\$3,000.00
Heinlein, Kurt	Theatre & Dance	\$5,522.00
Hendrickson, Nicole	Biomedical Sciences	\$2,336.00
Herr, Christopher	Theatre & Dance	\$5,508.00
Homburg, Andrew	Provost Office	\$4,112.00
Hooker, Tristin	English	\$2,448.00
Hough, Lyon	Biomedical Sciences	\$5,899.00

Academic Personnel Board Actions, cont'd.

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Howard, Jason	Communication	\$3,000.00
Hubbard, Kevin	Tech & Construction Mgmt	\$6,324.00
Hughes, Kevin	Art & Design	\$8,663.00
Hulgus, Joseph	Counseling, Lead & Special Ed	\$5,108.00
Hwang, Chin-feng	Agriculture	\$16,278.00
Iman, Gary	Communication	\$6,127.00
Iqbal, Razib	Computer Science	\$1,849.00
Jamos, Abdullah	Comm Sciences & Disorders	\$5,797.00
Jenkins, Renee	Social Work	\$2,445.00
Jessee, Katy	Merch & Fashion Design	\$4,000.00
Jester, Jennifer	Music	\$1,632.00
Johnson, Laura	Childhood Ed & Family Studies	\$2,445.00
Jones, Alisha	School of Nursing	\$5,916.00
Jones, Martin	Tech & Construction Mgmt	\$6,131.00
Joswick, David	Tech & Construction Mgmt	\$3,823.00
Kaf, Wafaa	Comm Sciences & Disorders	\$12,986.00
Keitner, Michael	Kinesiology	\$1,038.00
Kim, Junyoung	College of Hlth & Human Svcs	\$3,000.00
Kirkland-Ives, Mitzi	Art & Design	\$4,257.00
Kitchin, Jonathan	English	\$2,550.00
Kitheka, Bernard	College of Hlth & Human Svcs	\$3,000.00
Koroglu, Didem	Communication	\$3,188.00
Krumme, Gregg	Biomedical Sciences	\$3,258.00
Kyle, Jerri Lynn	Communication	\$9,417.00
Leamy, Diane	Criminology	\$220.00
Lockenvitz, Sarah	College of Hlth & Human Svcs	\$3,000.00
	Comm Sciences & Disorders	\$1,428.00
Lowe, Roberta	Art & Design	\$3,181.00
Maddox, Robert	Counseling, Lead & Special Ed	\$8,415.00
Maimone, Luciane	Modern & Classical Languages	\$6,000.00
Mantie-Kozlowski, Alana	Comm Sciences & Disorders	\$5,076.00
Massey, Dallas	Biomedical Sciences	\$2,700.00
Masterson, Gerald	Kinesiology	\$6,207.00
McCraken, Ramsey	English	\$2,550.00
Mendez, Joanna	First Year Programs	\$2,400.00
Metcalf, Holly	Comm Sciences & Disorders	\$6,113.00
Mickus, Kevin	Geography, Geology & Planning	\$18,000.00
Mingo, Taryne	Counseling, Lead & Special Ed	\$4,208.00
Mitchell, D. Wayne	Psychology	\$4,991.00
	College of Hlth & Human Svcs	\$4,991.00
Mitra, Mahua	Economics	\$6,876.00

## Academic Personnel Board Actions, cont'd.

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Moore, Maia	Counseling, Lead & Special Ed	\$8,250.00
Morris Taleyna	Communication	\$6,125.00
Morris, Eric	Communication	\$4,905.00
Morris, Robert	Biomedical Sciences	\$7,982.00
Nord, Sarah	English	\$2,448.00
Novik, Melinda	Kinesiology	\$4,348.00
Paterson, Kathryn	School of Nursing	\$6,219.00
Penkalski, Melissa	College of Hlth & Human Svcs	\$3,000.00
Proctor, Lisa	Comm Sciences & Disorders	\$8,750.00
Prosono, Marvin	College of Hum & Pub Affairs	\$5,793.00
Quinn, Nathaniel	Counseling, Lead & Special Ed	\$7,114.00
Rimal, Arbindra	Agriculture	\$1,800.00
Rideout, Jennifer	College of Hum & Pub Affairs	\$2,448.00
Rost, Ann	Psychology	\$6,409.00
Rowe, Roberta	Communication	\$3,231.00
Runke, Gayle	Kinesiology	\$1,854.00
Salinas, Patti	Criminology	\$220.00
Saxon, Caryn	Criminology	\$183.00
Scott, Shari	Counseling, Lead & Special Ed	\$6,426.00
Simmons, Daniel	Communication	\$7,956.00
Smith, Joshua	Provost Office	\$5,363.00
Smith, Lucretia	School of Nursing	\$4,596.00
Smotherman, Rebecca	Counseling, Lead & Special Ed	\$6,542.00
Snow, Donald	Music	\$6,000.00
Soto, Stephen	Management & Info Tech	\$3,300.00
Stein, James	Biomedical Sciences	\$3,600.00
Stewart, Tammy	Library	\$4,181.00
Stockburger, David	Psychology	\$4,789.00
Stulce, Tara	Biomedical Sciences	\$3,060.00
Sutliff, Kristine	English	\$6,218.00
Thomas-Tate, Shurita	Comm Sciences & Disorders	\$6,251.00
Timson, Benjamin	Biomedical Sciences	\$8,205.00
Tinsley, Tonia	Modern & Classical Languages	\$1,500.00
Turner, Jon	Counseling, Lead & Special Ed	\$8,567.00
Turner, Melissa	Management & Info Tech	\$3,000.00
Ulbricht, Randi	College of Hlth & Human Svcs	\$3,000.00
Uribe-Zarain, Ximena	Counseling, Lead & Special Ed	\$8,415.00
Utle, Rose	School of Nursing	\$4,275.00
Wait, D. Alexander	Biology	\$3,496.00
Walker, Alicia	Sociology & Anthropology	\$8,262.00
Walters, Heather	Communication	\$13,679.00

Academic Personnel Board Actions, cont'd.

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Whipple, Tanya	Psychology	\$4,720.00
Whisenhunt, Brooke	Psychology	\$10,937.00
White, Timothy	Media, Journalism & Film	\$4,538.00
Wiechert, Raegan	Library	\$3,939.00
Wilson, Daniel	Kinesiology	\$2,448.00
Witte, Hugh	Finance & General Business	\$9,393.00
Wood, Kelly	Provost Office	\$6,227.00
Wooden, Shannon	English	\$4,903.00
Young, Brett	English	\$2,754.00
Young-Jones, Adena	Psychology	\$4,423.00
Zastoupil, John	Music	\$6,000.00
Zimmerman, David	Psychology	\$3,873.00



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

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Amberg, Richard	Media, Journalism & Film	\$1,370.00
Bennett, Jessica	Library	\$532.00
Boyd, Carmen	Biomedical Sciences	\$2,860.00
Collins, Daisy	Reading Foundations & Tech	\$5,490.00
Cox, Nora	Communication	\$655.00
Dollar, Susan	Biomedical Sciences	\$550.00
	Social Work	\$6,496.00
Feeney, Sylvia	Biomedical Sciences	\$1,045.00
Gale, Crystal	Library	\$532.00
Gallaway, Julie	Economics	\$3,820.00
Homburg, Andrew	Provost Office	\$7,500.00
Hulett, Michelle	Study Away	\$3,301.00
Hunter, Anne Marie	Biomedical Sciences	\$990.00
Johnson, David	Political Science	\$9,595.00
Kane, Thomas	Psychology	\$1,926.00
Kwon, Sockju	Biomedical Sciences	\$2,200.00
Kyle, Jerri Lynn	Communication	\$657.00
MacGregor, Cynthia	Counseling, Lead & Special Ed	\$7,479.00
Mayes, Hillary	Biomedical Sciences	\$1,100.00
Mitchell, D. Wayne	College of Hlth & Human Svcs	\$4,991.00
Novik, Melinda	Kinesiology	\$4,347.00
Quinn, Nathaniel	Counseling, Lead & Special Ed	\$1,779.00
Rabon, John	Economics	\$3,388.00
Rugutt, Joseph	Reading Foundations & Tech	\$2,745.00
Skibiski, Barbara	Biomedical Sciences	\$5,005.00
Smith, Joshua	Provost Office	\$7,500.00
Stulce, Tara	Biomedical Sciences	\$1,870.00
Suttmoeller, Michael	Criminology	\$600.00
Tivener, Kristin	Biomedical Sciences	\$1,375.00
White, Timothy	Media, Journalism & Film	\$1,513.00

**ADDENDUM D**

**The following have been appointed as Graduate Teaching Assistants for the Summer semester: June 12, 2017 through August 4, 2017.**

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Bian, Ning	Physics, Astronomy & Mat Sciences	\$1,334.00
Hasan, Samiul	Physics, Astronomy & Mat Sciences	\$1,334.00
Martin, Chelsea	Biology	\$2,668.00
Merrill, Shawna	Communication	\$2,193.00
Mitchell, Christy	Communication Sciences & Disorders	\$1,096.00
Ruzicka, Garrett	Communication	\$2,193.00
Whitener, Caitlin	Communication Sciences & Disorders	\$1,096.00
Wilson, Zachary	Chemistry	\$2,668.00
Wyatt, Quinton	Chemistry	\$2,668.00

MISSOURI STATE UNIVERSITY

III.E.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>
John W. Davis	Custodian I Custodial Services	21	\$20,800 annually	05/16/17
Jennifer M. Turner	Custodian I Custodial Services	21	\$20,800 annually	05/16/17
Tracy Carroll	Academic Administrative Assistant II Geography, Geology & Planning	12	\$27,040 annually	05/17/17
Heather M. Payne	Professional Learning Coordinator English	43	\$54,000 annually	05/22/17
Kimberly Randol	Administrative Specialist II Communication Sciences & Disorders	12	\$20,046 annually	05/22/17
Terri Del Conte	Head Athletics Coach Intercollegiate Athletics	UN	\$25,500 annually	06/05/17
Heather Moore	Academic Administrative Assistant II Finance & General Business	12	\$27,997 annually	06/05/17
Christopher Clark	Coordinator of Residence Life - Student Success Initiatives Residence Life, Housing & Dining Services	43	\$39,500 annually	06/20/17
Shellie L. Jones	Assistant Director of Alumni Engagement Alumni Relations	42	\$47,476 annually	06/26/17

Non-academic Personnel Board Actions, cont'd.

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Kristian Stewart	Athletic Trainer Intercollegiate Athletics	44	\$38,908 annually	07/05/17
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**RESIGNATIONS:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Pamela Dake	Academic Administrative Assistant II Merchandising & Fashion Design	04/28/17
Julian Salinas	Public Safety Officer Safety & Transportation	04/29/17
Catherine Ostoich	Head Athletics Coach Intercollegiate Athletics	05/03/17
Eric Thuston	Enterprise System Administrator Computer Services	06/07/17
Michael L. Vandelight	Information Security Officer Information Services	06/09/17
Carrie Kendall	Accounting Specialist Study Away	07/31/17

**RETIREMENTS:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Lois Goldade	Administrative Assistant II Achievement Center	04/30/17
Vicki L. Simons	Administrative Assistant I Counseling Center	04/30/17
Jennifer R. Crews	Director of Prospect Management & Research Office of Development	05/31/17
Michael Egan	Property Control Manager Property Control	05/31/17
Don E. Holdt	Custodian I Custodial Services	05/31/17

Non-academic Personnel Board Actions, cont'd.

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Robert L. Thurman	Custodian I Custodial Services	05/31/17
Steven Lowery	Patrol Sergeant Safety & Transportation	06/30/17
Barbara McMeekin	Manager, Corporate Support KSMU	06/30/17
Thomas P. Van Someren	Senior Programmer/Analyst Computer Services	06/30/17
Laurie Bryson	Executive Assistant I College of Business	07/31/17
Peggy Piekarski	Academic Specialist III College of Business	07/31/17
Christie Englis	Academic Administrative Assistant II English	08/31/17

**SEPARATION FROM EMPLOYMENT:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Flor Silva-Galicia	Receptionist Missouri State Online	04/26/17

**LAY-OFF:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Timothy L. Stipp	Budget Officer College of Humanities & Public Affairs	06/30/17

**CHANGE OF STATUS:**

<u>Name</u>	<u>Position-Department</u>	<u>Action</u>	<u>Effective</u>
Melissa E. Price	<p>From: Coordinator of Marketing, Strategic Communication &amp; External Communication College of Business GR 43, \$54,972 annually</p> <p>To: Coordinator of Marketing College of Business GR 45, \$61,584 annually</p>	<p>Reclassification &amp; Salary Adjustment</p>	04/01/17
Jim P. Bonds	<p>From: Custodial Specialist Residence Life, Housing &amp; Dining Services GR 23, \$36,767 annually</p> <p>To: Custodial Supply, Delivery &amp; Storage Foreman Residence Life, Housing &amp; Dining Services GR 24, \$39,707 annually</p>	Promotion	04/16/17
Kathleen B. Stinnett	<p>From: Coordinator Student Development &amp; Public Affairs GR 41, \$32,640 annually</p> <p>To: Program Manager Student Development &amp; Public Affairs GR 42, \$42,000 annually</p>	Promotion	04/16/17
Lois Goldade	<p>From: Administrative Assistant II Achievement Center</p> <p>To: Staff Emeritus Achievement Center</p>	Status Change	05/01/17

Non-academic Personnel Board Actions, cont'd.

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Emily A. McGee	From: Administrative Coordinator Facilities Management GR 28, \$57,666 annually  To: Associate Director of Facilities Management GR 46, \$69,500 annually	Promotion	05/01/17
Carol Ziegler	From: Military/Veterans Transitions Coordinator Veterans Student Center GR 41, \$35,304 annually  To: Director Veterans Student Center GR 45, \$50,000 annually	Reclassification & Salary Adjustment	05/01/17
Kelly S. Barnts	From: Administrative Assistant II Residence Life, Housing & Dining Services GR 12, \$30,160 annually  To: Residence Life, Facilities Specialist Residence Life, Housing & Dining Services GR 14, \$33,280 annually	Promotion	05/02/17
Clara L. Walker	From: Administrative Assistant III Taylor Health & Wellness Center GR 13, \$33,712 annually  To: Business Office & Financial Coordinator Taylor Health & Wellness Center GR 42, \$43,337 annually	Promotion	05/15/17
Sandra Bales	From: Academic Administrative Assistant II School of Nursing  To: Academic Administrative Assistant II Hospitality Leadership	Transfer	05/22/17

Non-academic Personnel Board Actions, cont'd.

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Michael Polm	From: Maintenance Foreman Facilities Maintenance GR 27, \$44,957 annually  To: Facilities Manager Facilities Maintenance GR 28, \$54,500 annually	Promotion	05/22/17
Jennifer R. Crews	From: Director of Prospect Management & Research Office of Development  To: Staff Emeritus Office of Development	Status Change	06/01/17
Michael Egan	From: Property Control Manager Property Control  To: Staff Emeritus Property Control	Status Change	06/01/17
Joan E. Armstrong	Director Project ACCESS	Continuation of Appointment	07/01/17 06/30/18
Terri C. Carrington	Associate Director Project ACCESS	Continuation of Appointment	07/01/17 06/30/18
Michael A. Carroll	Missouri Mentoring Partnership Resource Coordinator School of Social Work	Continuation of Appointment	07/01/17 06/30/18
Edwin M. Garton	Instructional Technology Support Specialist Project ACCESS	Continuation of Appointment	07/01/17 06/30/18
Timmarie I. Hamilton	Program Coordinator – Missouri Mentoring Partnership School of Social Work	Continuation of Appointment	07/01/17 06/30/18
Shannon L. Locke	Autism Resource Specialist Project ACCESS	Continuation of Appointment	07/01/17 06/30/18



Non-academic Personnel Board Actions, cont'd.

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Barbara McMeekin	From: Manager, Corporate Support KSMU To: Staff Emeritus KSMU	Status Change	07/01/17
Tina J. Neal	Marketing & Data Collection Specialist Project ACCESS	Continuation of Appointment	07/01/17 06/30/18
Melissa M. Ringer	Program Coordinator Project ACCESS	Continuation of Appointment	07/01/17 06/30/18
Jordan E. Schanda	Sustainability Coordinator Environmental Management	Continuation of Appointment	07/01/17
Laurie Bryson	From: Executive Assistant I College of Business To: Staff Emeritus College of Business	Status Change	08/01/17
Margaret P. Piekarski	From: Academic Specialist III College of Business To: Staff Emeritus College of Business	Status Change	08/01/17
Christie Englis	From: Academic Administrative Assistant II English To: Staff Emeritus English	Status Change	09/01/17

Vote: \_\_\_\_\_ Yea  
 \_\_\_\_\_ Nay

MISSOURI STATE UNIVERSITY

III.E.3.

BE IT RESOLVED by the Board of Governors for Missouri State University that the salary adjustments indicated for Nonacademic employees, as itemized below, are effective July 1, 2017

**Executive, Managerial, Administrative, Professional and Non-exempt Staff**

<u>Name</u>	<u>Department</u>	<u>Position</u>	<u>Current Salary</u>	<u>New Salary</u>	<u>2.1% Adj to Min Range</u>
Allen, Sheila A.	Computer Services	Centralized User Support Specialist	\$41,878	\$41,919	\$41
Bentley, Kunti D.	MO Campus Compact	Prgm Crd, MO Campus Compact	\$24,428	\$24,452	\$24
Bigham, Pamela	Child Development Ctr	Food Service Crd, CDC	\$20,800	\$21,237	\$437
Birnbaum, Alex	Res Life - Fac & Oper	Custodian I	\$20,800	\$21,237	\$437
Blakemore, Rhonda	Kentwood Hall	Residence Hall Host/Hostess	\$17,493	\$17,627	\$134
Blevins, William S.	Safety & Transportation	Radio Communications Officer	\$25,658	\$26,196	\$538
Brewer, Kimberly A.	Child Development Ctr	Assistant Teacher, CDC	\$20,928	\$21,237	\$309
Bryant, Nicholas A.	Safety & Transportation	Public Safety Officer	\$25,667	\$26,196	\$530
Burasco, Nico R.	KSMU	Videographer/Editor	\$32,571	\$32,602	\$31
Cabrera Hurtado, Juan D.	English Language Institute	Special Prgms Outreach Crd, ELI	\$34,887	\$34,921	\$34
Campbell, Garry	Fac Mgmt-Custodial	Custodian I	\$20,928	\$21,237	\$309
Carr, Amber N.	WP Admissions	Admission Counselor West Plains	\$27,372	\$27,945	\$572
Clark, Kaye I.	Child Development Ctr	Teacher, CDC	\$27,370	\$27,945	\$575
Coffman, Steven D.	Networking & Telecom	Crd, Telecommunications	\$73,000	\$74,521	\$1,521
Collier, Jonathan M.	Fac Mgmt-Maintenance	Maintenance General Mechanic	\$30,014	\$30,284	\$271
Collins, CJ	WP Info Technology Svcs	Crd, Info Systems Support-WP	\$52,470	\$53,572	\$1,102
Cordell, Tyler J.	Sunvilla Tower	Residence Hall Host/Hostess	\$20,803	\$21,237	\$434
Crabtree, Mark E.	College of Arts & Letters	Distributed User Support Specialist	\$41,878	\$41,919	\$41
Crist, Robert	Res Life - Fac & Oper	Custodian I	\$20,800	\$21,237	\$437
Crockett, Jonathan	Facilities Management	Construction Foreman	\$42,191	\$43,077	\$886
Crowe, Danny	Res Life - Fac & Oper	Custodian I	\$21,216	\$21,237	\$21
Culbertson, Cory B.	Fac Mgmt-Custodial	Custodian I	\$20,928	\$21,237	\$309
Davis, John W.	Fac Mgmt-Custodial	Custodian I	\$20,800	\$21,237	\$437
Davis-Cunningham, Margrie D.	Fac Mgmt-Custodial	Custodian I	\$20,928	\$21,237	\$309
Dawson, April R.	Postal Services	Postal Services Specialist	\$27,370	\$27,945	\$575
Deever, Nakia	Fac Mgmt-Custodial	Custodian I	\$20,928	\$21,237	\$309

Dettmers, Crystal R.	Office of Human Resources	Administrative Assistant II	\$26,171	\$26,196	\$25
Edmond, Brian S.	Computer Services	Crd, Management Info Systems	\$74,000	\$74,521	\$521
Edwards, John M.	University Advancement	Asst Director, Athletics Development	\$31,932	\$32,602	\$670
Flannery, Sean M.	Computer Services	Centralized User Support Specialist	\$41,058	\$41,919	\$861
George, Jessica N.	Fac Mgmt-Custodial	Custodian I	\$20,800	\$21,237	\$437
Gibbs, William E.	Scholars House	Residence Hall Host/Hostess	\$17,493	\$17,627	\$134
Hardcastle, Joseph	Res Life - Fac & Oper	Custodian I	\$20,928	\$21,237	\$309
Hawkins, Darrin	Fac Mgmt-Maintenance	Maintenance General Mechanic	\$29,661	\$30,284	\$623
Hite, Brian M.	WP Physical Plant	Custodian I WP	\$20,800	\$21,237	\$437
Horst, Kevin	Fac Mgmt-Maintenance	Maintenance General Mechanic	\$29,806	\$30,284	\$479
Jaeger, Randall W.	Fac Mgmt-Custodial	Custodian I	\$20,800	\$21,237	\$437
Lacy, Abigail M.	KSMU	Corp Supp Rep & Sp Event Asst	\$24,428	\$24,452	\$24
Lange, Evelyn R.	Child Development Ctr	Teacher, CDC	\$27,917	\$27,945	\$28
Larimore, Aubrey E.	Computer Services	Technology Training Specialist	\$41,059	\$41,919	\$860
Lee, Jonathan E.	Computer Services	Sr Systems Analyst	\$62,500	\$62,867	\$367
Long, Philip C.	Fac Mgmt-Maintenance	Journeyman Plumber	\$33,820	\$34,354	\$533
Long, Shelia J.	Agriculture-Mtn Grv Campus	Field & Maintenance Worker	\$24,445	\$24,469	\$24
Lyon, Carol J.	Res Life - Fac & Oper	Custodian I	\$20,800	\$21,237	\$437
Majkut, Paul S.	WP Info Technology Svcs	Dir Info Technology Svcs WP	\$62,805	\$62,867	\$62
Marler, Travis L.	College of Education	Crd, Assessment Data Systems	\$37,225	\$37,262	\$37
Matthews, John W.	Safety & Transportation	Patrol Sergeant	\$33,654	\$34,354	\$700
McBride, Amber M.	Registrar	Academic Records Specialist	\$27,559	\$27,945	\$385
McComb, Shawn W.	Computer Services	Programmer/Analyst	\$41,878	\$41,919	\$41
Myers, Carrie A.	Fac Mgmt-Custodial	Custodian I	\$20,928	\$21,237	\$309
Netzer, Frederick	Fac Mgmt - Grounds	Groundskeeper	\$21,651	\$22,105	\$454
Nichols, Jonathan H.	Fac Mgmt-Custodial	Custodian I	\$20,800	\$21,237	\$437
Norat, Timothy	Fac Mgmt-Custodial	Custodian I	\$20,928	\$21,237	\$309
Orlowski, Benjamin J.	Child Development Ctr	Assistant Teacher, CDC	\$20,800	\$21,237	\$437
Osborn, Alicia	Fac Mgmt-Custodial	Custodian I	\$20,928	\$21,237	\$309
Osler, Margaret E.	Monroe Apartments	Residence Hall Host/Hostess	\$20,803	\$21,237	\$434
Owen, Joshua	Safety & Transportation	Public Safety Officer	\$25,658	\$26,196	\$538
Petersen, Sylvia M.	Agriculture	Research Specialist II	\$31,932	\$32,602	\$670
Petkovic, Vickie F.	WP Instruction	Administrative Assistant I	\$22,698	\$22,721	\$23
Pitts, James B.	Fac Mgmt-Custodial	Custodian I	\$20,928	\$21,237	\$309
Richardson, Timothy	Hammons House	Residence Hall Host/Hostess	\$21,069	\$21,237	\$168
Ringer, Melissa M.	Provost Office	Prgm Crd, DESE Project ACCESS	\$32,571	\$32,602	\$31
Roberts, Rebecca	Child Development Ctr	Assistant Teacher, CDC	\$20,800	\$21,237	\$437
Robertson, Erica L.	Registrar	Academic Records Specialist	\$27,917	\$27,945	\$28
Robinson, Sally K.	WP Dir of Univ-Comm Prgms	Administrative Assistant II	\$26,171	\$26,196	\$25

Rogers, Michael J.	Information Security	Information Security Specialist	\$41,495	\$41,919	\$424
Sheppard, Tessa L.	Child Development Ctr	Teacher, CDC	\$27,917	\$27,945	\$28
Sloniker, Stephen M.	Safety & Transportation	Patrol Corporal	\$29,660	\$30,284	\$624
Sly, Jeffrey S.	Res Life - Fac & Oper	Custodian I	\$20,800	\$21,237	\$437
Spivy, James T.	PLSU - Physical Plant	Custodian I	\$20,800	\$21,237	\$437
Swearingen, Andrew C.	Computer Services	Enterprise System Administrator	\$52,500	\$53,572	\$1,072
Taylor, Vickie A.	Computer Services	Centralized User Support Specialist	\$41,878	\$41,919	\$41
Tindle, Aundrea S.	Res Life - Fac & Oper	Custodian I	\$20,800	\$21,237	\$437
Totty, Angela D.	WP Student Services	Dean Student Services West Plains	\$87,252	\$87,337	\$85
Tune, Stacey A.	Computer Services	Crd, Operations & Systems	\$72,989	\$74,521	\$1,532
Turner, Jennifer M.	Fac Mgmt-Custodial	Custodian I	\$20,800	\$21,237	\$437
Ungeheier, Marcus	Fac Mgmt-Maintenance	Maintenance Electrician	\$34,174	\$34,354	\$180
Utne, Benjamin L.	Computer Services	Centralized User Support Specialist	\$41,878	\$41,919	\$41
Vaneva, Teodora H.	Computer Services	Systems Analyst	\$53,519	\$53,572	\$53
Vestal, Toryana N.	Financial Services	Accounting Technician	\$27,871	\$27,945	\$73
Warden, Nicole J.	Computer Services	Centralized User Support Specialist	\$41,058	\$41,919	\$861
Welch, Rebecca A.	Registrar	Academic Records Specialist	\$27,559	\$27,945	\$385
Wells, Randy A.	Fac Mgmt-Custodial	Custodian I	\$20,800	\$21,237	\$437
Willis, William	Safety & Transportation	Public Safety Officer	\$25,658	\$26,196	\$538
Wilson, Ryan T.	Computer Services	Systems Analyst	\$52,470	\$53,572	\$1,102
Wright, Amy M.	Child Development Ctr	Assistant Teacher, CDC	\$20,928	\$21,237	\$309
Wright, Jamie R.	Child Development Ctr	Teacher, CDC	\$27,370	\$27,945	\$575
Wynn, Jannette	Fac Mgmt-Custodial	Custodian I	\$20,928	\$21,237	\$309

Vote: \_\_\_\_\_ Yea  
 \_\_\_\_\_ Nay

III.E.4.

MISSOURI STATE UNIVERSITY

BOARD RESOLUTION

HUMAN RESOURCES NO.

Approval of FY18 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 2018) 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.

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Virginia Fry  
Board Chair

Passed at Meeting of  
June 23, 2017

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Kristan Gochenauer  
Secretary to the Board

COMMENTS:

These benefits are for the fiscal year 2017-2018 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. Joseph Kammerer  
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. Paul Majkut  
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)



V.A.

## **PRESIDENT'S REPORT**

President Clif Smart will present the FY18 budget

1. Approval of the fiscal year 2018 Internal Operating Budget



**Missouri  
State**<sup>TM</sup>

**U N I V E R S I T Y**

**FY18  
INTERNAL OPERATING BUDGET**

***YEAR ENDING JUNE 30, 2018***

**MISSOURI STATE UNIVERSITY**

FINANCE NO.  
Request for FY18 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, 2018, consisting of \$197,797,440 in budgeted operating revenues, \$90,049,117 in budgeted non-operating revenues, \$267,710,392 in budgeted expenses, \$(18,849,788) in budgeted transfers and \$1,773,360 in budgeted non-recurring allocations be adopted and administered through the following funds:

	<b>Budgeted Operating Revenues*</b>	<b>Budgeted Non-Operating Revenues</b>	<b>Budgeted Expenses</b>	<b>Budgeted Transfers</b>	<b>Increase (Decrease) in Net Position (including non-recurring allocations)</b>	<b>Non-recurring Allocations</b>	<b>Increase (Decrease) in Net Position (excluding non-recurring allocations)</b>
<b>Springfield Campus</b>							
Operating Fund	\$ 115,982,488	\$ 77,060,123	\$ 188,692,337	\$ (6,123,463)	\$ (1,773,189)	\$ 1,773,360	\$ 171
Total Designated Funds	18,965,475	2,685,653	20,780,575	(517,030)	353,523	-	353,523
Total Auxiliary System Fund	57,094,685	4,396,984	46,785,690	(12,097,590)	2,608,389	-	2,608,389
<b>Total Springfield Campus</b>	<b>192,042,648</b>	<b>84,142,760</b>	<b>256,258,602</b>	<b>(18,738,083)</b>	<b>1,188,723</b>	<b>1,773,360</b>	<b>2,962,083</b>
<b>West Plains Campus</b>							
Operating Fund	4,348,330	5,416,207	9,800,762	98,562	62,337	-	62,337
Total Designated Funds	-	485,000	485,000	-	-	-	-
Total Auxiliary System Fund	1,406,462	5,150	1,166,028	(210,267)	35,317	-	35,317
<b>Total West Plains Campus</b>	<b>5,754,792</b>	<b>5,906,357</b>	<b>11,451,790</b>	<b>(111,705)</b>	<b>97,654</b>	<b>-</b>	<b>97,654</b>
<b>Total Budget</b>	<b>\$ 197,797,440</b>	<b>\$ 90,049,117</b>	<b>\$ 267,710,392</b>	<b>\$ (18,849,788)</b>	<b>\$ 1,286,377</b>	<b>\$ 1,773,360</b>	<b>\$ 3,059,737</b>

\*Budgeted Operating Revenues are net of \$24,670,451 of Scholarships.

\_\_\_\_\_  
Virginia Fry  
Chair of the Board

Passed at Meeting of  
June 23, 2017

\_\_\_\_\_  
Kristan E. Gochenauer  
Secretary

Comments: The FY18 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.



**Missouri  
State**<sup>TM</sup>

**U N I V E R S I T Y**

# **INTERNAL OPERATING BUDGET**

***YEAR ENDING JUNE 30, 2018***

Missouri State University  
 Operating Budget Summary  
 All Funds  
 For the Year Ending June 30, 2018

	Operating Funds	Designated Funds	Auxiliary Funds	Total Springfield	West Plains	FY18	FY17	Change	
<b>Operating Revenue</b>									<b>Operating Revenue</b>
Tuition and fees	\$ 138,758,719.50	\$7,426,493.00	\$ 13,296,300.00	\$ 159,481,512.50	\$ 4,696,939.00	\$ 164,178,451.50	\$154,162,890.50	\$ 10,015,561.00	Tuition and fees
Scholarships and fellowships	(24,670,450.89)	(212,500.00)	(5,255,078.00)	(30,138,028.89)	(489,100.00)	(30,627,128.89)	(29,111,789.89)	(1,515,339.00)	Scholarships and fellowships
Grants and contracts	150,000.00	1,207,261.00	-	1,357,261.00	-	1,357,261.00	1,234,000.00	123,261.00	Grants and contracts
Sales and services of educational services	152,767.00	10,388,621.00	-	10,541,388.00	141,000.00	10,682,388.00	10,296,092.60	386,295.40	Sales and services of educational services
Sales and services - auxiliaries	-	5,000.00	48,435,234.00	48,440,234.00	1,326,374.00	49,766,608.00	48,130,374.00	1,636,234.00	Sales and services - auxiliaries
Other revenues	1,591,452.00	150,600.00	618,229.00	2,360,281.00	79,579.00	2,439,860.00	2,453,523.00	(13,663.00)	Other revenues
<b>Total Operating Revenue</b>	<b>115,982,487.61</b>	<b>18,965,475.00</b>	<b>57,094,685.00</b>	<b>192,042,647.61</b>	<b>5,754,792.00</b>	<b>197,797,439.61</b>	<b>187,165,090.21</b>	<b>10,632,349.40</b>	<b>Total Operating Revenue</b>
<b>Operating Expenses</b>									<b>Operating Expenses</b>
Faculty and Staff Salaries	102,350,990.93	7,469,016.63	14,403,978.90	124,223,986.46	6,317,739.75	130,541,726.21	133,182,181.82	(2,640,455.61)	Faculty and Staff Salaries
Part-time help	956,022.35	586,244.00	858,246.00	2,400,512.35	336,890.00	2,737,402.35	2,669,525.27	67,877.08	Part-time help
Student help	1,742,551.35	729,831.00	2,573,138.00	5,045,520.35	175,286.00	5,220,806.35	5,195,778.35	25,028.00	Student help
Overtime	136,842.00	18,350.00	127,911.00	283,103.00	4,541.00	287,644.00	289,073.80	(1,429.80)	Overtime
Graduate Assistants	4,042,880.00	209,606.00	533,558.00	4,786,044.00	-	4,786,044.00	4,533,214.00	252,830.00	Graduate Assistants
Other personnel	6,878,295.70	1,544,031.00	4,092,853.00	12,515,179.70	516,717.00	13,031,896.70	12,687,591.42	344,305.28	Other personnel
Benefits	42,430,661.38	2,784,180.93	5,310,070.65	50,524,912.96	2,180,586.43	52,705,499.39	49,314,594.99	3,390,904.40	Benefits
Utilities	5,430,227.00	380,639.00	2,267,831.00	8,078,697.00	308,984.00	8,387,681.00	8,297,002.00	90,679.00	Utilities
Capital outlay	2,704,549.37	394,030.00	634,066.00	3,732,645.37	66,915.00	3,799,560.37	4,314,351.37	(514,791.00)	Capital outlay
Travel	1,549,501.89	167,455.00	1,867,601.00	3,584,557.89	81,904.00	3,666,461.89	3,800,955.89	(134,494.00)	Travel
Supplies and services	16,761,060.39	3,893,905.00	15,182,480.32	35,837,445.71	830,429.30	36,667,875.01	36,235,128.86	432,746.15	Supplies and services
Other	9,299,549.89	4,147,317.64	2,646,809.00	16,093,676.53	1,118,514.00	17,212,190.53	16,302,978.63	909,211.90	Other
Bad debt expense	1,287,500.00	-	380,000.00	1,667,500.00	30,000.00	1,697,500.00	1,697,500.00	-	Bad debt expense
Supplies and services	31,602,161.54	8,602,707.64	20,710,956.32	60,915,825.50	2,127,762.30	63,043,587.80	62,350,914.75	692,673.05	Supplies and services
<b>Total Operating Expenses</b>	<b>188,692,336.55</b>	<b>20,780,575.20</b>	<b>46,785,689.87</b>	<b>256,258,601.62</b>	<b>11,451,789.48</b>	<b>267,710,391.10</b>	<b>265,832,284.98</b>	<b>1,878,106.12</b>	<b>Total Operating Expenses</b>
<b>Operating Income (Loss)</b>	<b>(72,709,848.94)</b>	<b>(1,815,100.20)</b>	<b>10,308,995.13</b>	<b>(64,215,954.01)</b>	<b>(5,696,997.48)</b>	<b>(69,912,951.49)</b>	<b>(78,667,194.77)</b>	<b>8,754,243.28</b>	<b>Operating Income (Loss)</b>
<b>Other Non-operating Revenues (Expenses)</b>									<b>Other Non-operating Revenues (Expenses)</b>
State appropriations (less 3%)	74,230,543.00	891,276.00	-	75,121,819.00	5,826,207.00	80,948,026.00	88,902,873.00	(7,954,847.00)	State appropriations (less 3%)
Gifts	828,000.00	1,788,693.00	4,388,484.00	7,005,177.00	45,000.00	7,050,177.00	7,255,738.83	(205,561.83)	Gifts
Investment income	1,971,580.00	5,684.00	8,500.00	1,985,764.00	35,150.00	2,020,914.00	1,250,134.00	770,780.00	Investment income
Other non-operating revenue (expense)	30,000.00	-	-	30,000.00	-	30,000.00	30,000.00	-	Other non-operating revenue (expense)
Debt Service Transfers	(1,498,030.00)	(2,105,900.72)	(12,730,947.46)	(16,334,878.18)	(111,704.29)	(16,446,582.47)	(15,638,241.89)	(808,340.58)	Debt Service Transfers
Operating Transfers, net	(4,625,433.00)	1,588,871.20	633,357.00	(2,403,204.80)	-	(2,403,204.80)	(2,467,090.33)	63,885.53	Operating Transfers, net
<b>Net Non-operating Revenues</b>	<b>70,936,660.00</b>	<b>2,168,623.48</b>	<b>(7,700,606.46)</b>	<b>65,404,677.02</b>	<b>5,794,652.71</b>	<b>71,199,329.73</b>	<b>79,333,413.61</b>	<b>(8,134,083.88)</b>	<b>Net Non-operating Revenues</b>
<b>Increase (Decrease) in Net Position including non-recurring</b>	<b>(1,773,188.94)</b>	<b>353,523.28</b>	<b>2,608,388.67</b>	<b>1,188,723.01</b>	<b>97,655.23</b>	<b>1,286,378.24</b>	<b>666,218.84</b>	<b>620,159.40</b>	<b>Increase (Decrease) in Net Position including non-recurring</b>
<b>Non-Recurring Allocations included in FY18 Budget</b>	<b>1,773,360.00</b>	<b>-</b>	<b>-</b>	<b>1,773,360.00</b>	<b>-</b>	<b>1,773,360.00</b>	<b>960,753.00</b>	<b>812,607.00</b>	<b>Non-Recurring Allocations included in FY18 Budget</b>
<b>Increase (Decrease) in Net Position excluding non-recurring</b>	<b>\$ 171.06</b>	<b>\$ 353,523.28</b>	<b>\$ 2,608,388.67</b>	<b>\$ 2,962,083.01</b>	<b>\$ 97,655.23</b>	<b>\$ 3,059,738.24</b>	<b>\$ 1,626,971.84</b>	<b>\$ 1,432,766.40</b>	<b>Increase (Decrease) in Net Position excluding non-recurring</b>



**Missouri  
State**<sup>TM</sup>

**U N I V E R S I T Y**

**OPERATING FUND**

***YEAR ENDING JUNE 30, 2018***

Missouri State University  
 Operating Budget  
 Operating Funds  
 For the Year Ending June 30, 2018

	FY18	FY17	Change
<b>Operating Revenue</b>			
Tuition and fees	\$ 138,758,719.50	\$ 130,219,286.50	\$ 8,539,433.00
Scholarships and fellowships	(24,670,450.89)	(23,372,440.89)	(1,298,010.00)
Grants and contracts	150,000.00	150,000.00	-
Sales and services of educational services	152,767.00	152,767.00	-
Sales and services - auxiliaries	-	-	-
Other revenues	1,591,452.00	1,591,452.00	-
<b>Total Operating Revenue</b>	<u>115,982,487.61</u>	<u>108,741,064.61</u>	<u>7,241,423.00</u>
<b>Operating Expenses</b>			
Faculty and Staff Salaries	102,350,990.93	104,805,705.49	(2,454,714.56)
Part-time help	956,022.35	949,310.27	6,712.08
Student help	1,742,551.35	1,786,543.35	(43,992.00)
Overtime	136,842.00	137,041.80	(199.80)
Graduate Assistants	4,042,880.00	3,868,471.00	174,409.00
Other personnel	6,878,295.70	6,741,366.42	136,929.28
Benefits	42,430,661.38	39,711,500.55	2,719,160.83
Utilities	5,430,227.00	4,943,100.00	487,127.00
Capital outlay	2,704,549.37	3,235,850.37	(531,301.00)
Travel	1,549,501.89	1,664,951.89	(115,450.00)
Supplies and services	16,761,060.39	16,545,123.19	215,937.20
Other	9,299,549.89	9,601,939.77	(302,389.88)
Bad debt expense	1,287,500.00	1,287,500.00	-
Supplies and services	31,602,161.54	32,335,365.22	(733,203.68)
<b>Total Operating Expenses</b>	<u>188,692,336.55</u>	<u>188,537,037.68</u>	<u>155,298.87</u>
<b>Operating Income (Loss)</b>	<u>(72,709,848.94)</u>	<u>(79,795,973.07)</u>	<u>7,086,124.13</u>
<b>Other Non-operating Revenues (Expenses)</b>			
State appropriations	74,230,543.00	81,717,393.00	(7,486,850.00)
Gifts	828,000.00	580,000.00	248,000.00
Investment income	1,971,580.00	1,200,800.00	770,780.00
Other non-operating revenue (expense)	30,000.00	30,000.00	-
<b>Other Non-operating Revenues (Expenses)</b>	<u>77,060,123.00</u>	<u>83,528,193.00</u>	<u>(6,468,070.00)</u>
<b>Debt Service Transfers</b>			
Capital Lease - Utility Improvements	(644,390.00)	(644,911.76)	521.76
2010 Issue - Academic buildings	(853,640.00)	(854,016.00)	376.00
<b>Debt Service Transfers</b>	<u>(1,498,030.00)</u>	<u>(1,498,927.76)</u>	<u>897.76</u>
<b>Operating Transfers</b>			
Operating - Hammons Student Center/Plaster Sports Complex	(218,782.00)	(218,782.00)	-
Operating - Intercollegiate Athletics	(7,873,338.00)	(6,261,171.00)	(1,612,167.00)
Operating - Broadcast Services	(486,595.00)	(486,595.00)	-
Operating - JK Hammons Hall for the Performing Arts	(355,000.00)	(400,000.00)	45,000.00
Operating - Printing Services	(10,700.00)	(10,700.00)	-
Bookstore - Operating Budget Suppl	300,000.00	300,000.00	-
Bookstore - Operating Indirect Cost	1,305,380.00	1,305,380.00	-
Residence Life - Operating Indirect Cost	1,894,487.00	1,894,487.00	-
Plaster Student Union - Operating Indirect Cost	220,779.00	220,779.00	-
Plaster Student Union - Operating Volunteer Programs	66,677.00	66,677.00	-
Taylor Health - Operating Indirect Cost	442,545.00	307,606.00	134,939.00
Transit - Operating Indirect Cost	69,114.00	69,114.00	-
Transfer from Auxiliaries - Recharge	20,000.00	20,000.00	-
<b>Operating Transfers</b>	<u>(4,625,433.00)</u>	<u>(3,193,205.00)</u>	<u>(1,432,228.00)</u>
<b>Net Non-operating Revenues</b>	<u>70,936,660.00</u>	<u>78,836,060.24</u>	<u>(7,899,400.24)</u>
<b>Increase (Decrease) in Net Position</b>	<u>(1,773,188.94)</u>	<u>(959,912.83)</u>	<u>(813,276.11)</u>
<b>Non-Recurring Allocations included in FY18 Budget</b>	<u>1,773,360.00</u>	<u>960,753.00</u>	<u>812,607.00</u>
<b>Increase (Decrease) in Net Position excluding non-recurring</b>	<u>\$ 171.06</u>	<u>\$ 840.17</u>	<u>\$ (669.11)</u>

Missouri State University  
 Operating Budget  
 Operating Funds by Cost Center  
 For the Year Ending June 30, 2018

	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	FY18	FY17	Change	
<b>Operating Revenue</b>																		<b>Operating Revenue</b>
Tuition and fees	\$ 138,758,719.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 138,758,719.50	\$ 130,219,286.50	\$ 8,539,433.00	Tuition and fees
Scholarships and fellowships	(886,612.00)	(622,212.89)	(458,052.00)	-	-	-	-	-	-	-	-	-	(22,703,574.00)	-	(24,670,450.89)	(23,372,440.89)	(1,298,010.00)	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	1,591,452.00	-	-	-	-	-	-	-	-	-	-	-	-	-	1,591,452.00	1,591,452.00	-	Other revenues
<b>Total Operating Revenue</b>	<b>139,696,159.50</b>	<b>(622,212.89)</b>	<b>(458,052.00)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>11,000.00</b>	<b>-</b>	<b>59,167.00</b>	<b>-</b>	<b>(22,703,574.00)</b>	<b>-</b>	<b>115,982,487.61</b>	<b>108,741,064.61</b>	<b>7,241,423.00</b>	<b>Total Operating Revenue</b>
<b>Operating Expenses</b>																		<b>Operating Expenses</b>
Faculty and Staff Salaries	-	1,910,601.32	77,222,668.96	245,657.00	2,288,857.70	7,638,303.83	1,529,834.89	4,691,057.73	2,029,893.50	1,204,684.00	3,491,597.00	97,835.00	-	-	102,350,990.93	104,802,428.86	(2,451,437.93)	Faculty and Staff Salaries
Part-time help	-	6,363.00	502,413.00	28,500.00	50,242.00	136,270.27	11,030.00	166,645.00	10,621.00	155.08	43,783.00	-	-	-	956,022.35	949,310.27	6,712.08	Part-time help
Student help	-	3,500.00	870,761.00	-	17,352.00	159,791.00	49,321.00	395,950.35	112,371.00	20,165.00	113,340.00	-	-	-	1,742,551.35	1,786,543.35	(43,992.00)	Student help
Overtime	-	-	9,231.00	-	-	104,957.00	-	9,315.00	5,705.00	-	7,634.00	-	-	-	136,842.00	137,041.80	(199.80)	Overtime
Graduate Assistants	-	71,585.00	3,592,247.00	-	41,014.00	-	77,335.00	229,444.00	20,592.00	10,663.00	-	-	-	-	4,042,880.00	3,868,471.00	174,409.00	Graduate Assistants
Other personnel	-	81,448.00	4,974,652.00	28,500.00	108,608.00	401,018.27	137,686.00	801,354.35	149,289.00	30,983.08	164,757.00	-	-	-	6,878,295.70	6,741,366.42	136,929.28	Other personnel
Benefits	-	697,860.19	27,153,991.45	94,481.11	831,200.58	2,736,832.45	553,820.17	1,703,086.09	727,642.02	435,625.59	1,263,466.73	340,155.00	5,892,500.00	-	42,430,661.38	39,711,563.72	2,719,097.66	Benefits
Utilities	-	-	19,771.00	-	-	2,200.00	-	-	-	-	-	5,408,256.00	-	-	5,430,227.00	4,943,100.00	487,127.00	Utilities
Capital outlay	-	12,898.00	2,439,655.90	-	26,000.00	123,059.47	10,000.00	8,400.00	30.00	84,506.00	-	-	-	-	2,704,549.37	3,235,850.37	(531,301.00)	Capital outlay
Travel	-	126,480.00	1,053,582.30	1,325.00	21,170.00	53,046.00	77,042.25	75,864.65	39,330.00	16,893.69	32,350.00	52,418.00	-	-	1,549,501.89	1,664,951.89	(115,450.00)	Travel
Supplies and services	-	1,975,410.00	5,336,343.81	6,455.00	184,559.00	2,289,832.00	122,253.94	1,081,586.00	237,698.00	106,943.71	426,600.00	4,993,378.93	-	-	16,761,060.39	16,545,123.19	215,937.20	Supplies and services
Other	-	1,069,286.00	2,516,234.29	765.00	30,681.00	512,682.00	51,285.51	171,105.00	253,906.25	53,868.00	40,056.00	3,911,920.84	-	687,760.00	9,299,549.89	9,605,153.23	(305,603.34)	Other
Bad debt expense	-	-	-	-	-	-	-	-	-	-	-	1,287,500.00	-	-	1,287,500.00	1,287,500.00	-	Bad debt expense
Supplies and services	-	3,184,074.00	11,345,816.30	8,545.00	236,410.00	2,881,560.00	373,641.17	1,338,555.65	539,334.25	177,735.40	583,512.00	10,245,217.77	-	687,760.00	31,602,161.54	32,338,578.68	(736,417.14)	Supplies and services
<b>Total Operating Expenses</b>	<b>-</b>	<b>5,873,983.51</b>	<b>120,716,899.71</b>	<b>377,183.11</b>	<b>3,465,076.28</b>	<b>13,659,914.55</b>	<b>2,594,982.23</b>	<b>8,534,053.82</b>	<b>3,446,158.77</b>	<b>1,849,028.07</b>	<b>5,503,332.73</b>	<b>16,091,463.77</b>	<b>5,892,500.00</b>	<b>687,760.00</b>	<b>188,692,336.55</b>	<b>188,537,037.68</b>	<b>155,298.87</b>	<b>Total Operating Expenses</b>
<b>Operating Income (Loss)</b>	<b>139,696,159.50</b>	<b>(6,496,196.40)</b>	<b>(121,174,951.71)</b>	<b>(377,183.11)</b>	<b>(3,465,076.28)</b>	<b>(13,659,914.55)</b>	<b>(2,594,982.23)</b>	<b>(8,534,053.82)</b>	<b>(3,435,158.77)</b>	<b>(1,849,028.07)</b>	<b>(5,444,165.73)</b>	<b>(16,091,463.77)</b>	<b>(28,596,074.00)</b>	<b>(687,760.00)</b>	<b>(72,709,848.94)</b>	<b>(79,795,973.07)</b>	<b>7,086,124.13</b>	<b>Operating Income (Loss)</b>
<b>Other Non-operating Revenues (Expenses)</b>																		<b>Other Non-operating Revenues (Expenses)</b>
State appropriations	74,230,543.00	-	-	-	-	-	-	-	-	-	-	-	-	-	74,230,543.00	81,717,393.00	(7,486,850.00)	State appropriations
Gifts	828,000.00	-	-	-	-	-	-	-	-	-	-	-	-	-	828,000.00	580,000.00	248,000.00	Gifts
Investment income	1,971,580.00	-	-	-	-	-	-	-	-	-	-	-	-	-	1,971,580.00	1,200,800.00	770,780.00	Investment income
Other non-operating revenue (expense)	30,000.00	-	-	-	-	-	-	-	-	-	-	-	-	-	30,000.00	30,000.00	-	Other non-operating revenue (expense)
Debt Service Transfers	-	-	-	-	-	-	-	-	-	-	-	(1,498,030.00)	-	-	(1,498,030.00)	(1,498,927.76)	897.76	Debt Service Transfers
Operating Transfers, net	-	-	-	-	-	20,000.00	-	-	-	-	-	(3,859,833.00)	-	(785,600.00)	(4,625,433.00)	(3,193,205.00)	(1,432,228.00)	Operating Transfers, net
<b>Net Non-operating Revenues</b>	<b>77,060,123.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>20,000.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(5,357,863.00)</b>	<b>-</b>	<b>(785,600.00)</b>	<b>70,936,660.00</b>	<b>78,836,060.24</b>	<b>(7,899,400.24)</b>	<b>Net Non-operating Revenues</b>
<b>Increase (Decrease) in Net Position</b>	<b>\$ 216,756,282.50</b>	<b>\$ (6,496,196.40)</b>	<b>\$ (121,174,951.71)</b>	<b>\$ (377,183.11)</b>	<b>\$ (3,465,076.28)</b>	<b>\$ (13,639,914.55)</b>	<b>\$ (2,594,982.23)</b>	<b>\$ (8,534,053.82)</b>	<b>\$ (3,435,158.77)</b>	<b>\$ (1,849,028.07)</b>	<b>\$ (5,444,165.73)</b>	<b>\$ (21,449,326.77)</b>	<b>\$ (28,596,074.00)</b>	<b>\$ (1,473,360.00)</b>	<b>(1,773,188.94)</b>	<b>(959,912.83)</b>	<b>(813,276.11)</b>	<b>Increase (Decrease) in Net Position</b>
<b>Non-Recurring Allocations included in FY18 Budget</b>															<b>1,773,360.00</b>	<b>960,753.00</b>	<b>812,607.00</b>	<b>Non-Recurring Allocations included in FY18 Budget</b>
<b>Increase (Decrease) in Net Position excluding non-recurring</b>															<b>\$ 171.06</b>	<b>\$ 840.17</b>	<b>\$ (669.11)</b>	<b>Increase (Decrease) in Net Position excluding non-recurring</b>



Missouri State University  
 Operating Budget  
 Provost - Colleges  
 For the Year Ending June 30, 2018

	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	FY18	FY17	Change	
<b>Operating Revenue</b>														<b>Operating Revenue</b>
Tuition and fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Tuition and fees
Scholarships and fellowships	(68,152.00)	(389,900.00)	-	-	-	-	-	-	-	-	(458,052.00)	(458,052.00)	-	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
<b>Total Operating Revenue</b>	<b>(68,152.00)</b>	<b>(389,900.00)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(458,052.00)</b>	<b>(458,052.00)</b>	<b>-</b>	<b>Total Operating Revenue</b>
<b>Operating Expenses</b>														<b>Operating Expenses</b>
Faculty and Staff Salaries	5,478,303.48	13,383,841.73	13,837,163.59	6,726,114.45	12,717,216.69	8,076,231.59	11,020,093.52	661,083.00	2,683,365.30	2,639,255.61	77,222,668.96	76,681,760.14	540,908.82	Faculty and Staff Salaries
Part-time help	161,437.00	69,153.00	13,994.00	45,340.00	82,282.00	29,882.00	-	13,500.00	36,325.00	50,500.00	502,413.00	567,768.00	(65,355.00)	Part-time help
Student help	259,321.00	99,346.00	53,012.00	22,500.00	46,525.00	38,300.00	91,500.00	19,492.00	199,000.00	41,765.00	870,761.00	915,584.00	(44,823.00)	Student help
Overtime	731.00	-	5,000.00	-	-	1,500.00	-	-	2,000.00	-	9,231.00	9,231.00	-	Overtime
Graduate Assistants	328,091.00	693,067.00	412,284.00	151,958.00	448,733.00	292,695.00	958,765.00	141,743.00	19,457.00	145,454.00	3,592,247.00	3,415,414.00	176,833.00	Graduate Assistants
Other personnel	749,580.00	861,566.00	484,290.00	219,798.00	577,540.00	362,377.00	1,050,265.00	174,735.00	256,782.00	237,719.00	4,974,652.00	4,907,997.00	66,655.00	Other personnel
Benefits	1,863,074.21	4,644,968.64	4,868,136.55	2,331,012.43	4,496,360.32	2,856,255.04	3,934,325.37	234,845.92	981,128.98	943,883.99	27,153,991.45	25,559,185.90	1,594,805.55	Benefits
Utilities	5,000.00	-	-	-	-	-	1,745.00	-	-	13,026.00	19,771.00	19,771.00	-	Utilities
Capital outlay	536,922.90	91,244.00	34,216.00	-	61,228.00	-	10,000.00	37,500.00	1,668,545.00	-	2,439,655.90	2,954,456.90	(514,801.00)	Capital outlay
Travel	286,348.00	150,743.70	-	122,782.50	77,935.00	142,115.00	153,266.00	67,699.00	18,113.10	34,580.00	1,053,582.30	1,099,276.30	(45,694.00)	Travel
Supplies and services	1,588,616.81	552,717.00	330,856.00	330,332.00	408,943.00	250,561.00	644,996.00	133,969.00	888,203.00	207,150.00	5,336,343.81	4,866,321.05	470,022.76	Supplies and services
Other	1,719,791.74	176,753.95	137,984.00	112,844.60	100,960.00	54,233.00	30,327.00	54,229.00	95,298.00	33,813.00	2,516,234.29	2,624,236.46	(108,002.17)	Other
Bad debt expense	-	-	-	-	-	-	-	-	-	-	-	-	-	Bad debt expense
Supplies and services	4,131,679.45	971,458.65	503,056.00	565,959.10	649,066.00	446,909.00	838,589.00	293,397.00	2,670,159.10	275,543.00	11,345,816.30	11,544,290.71	(198,474.41)	Supplies and services
<b>Total Operating Expenses</b>	<b>12,227,637.14</b>	<b>19,861,835.02</b>	<b>19,692,646.14</b>	<b>9,842,883.98</b>	<b>18,440,183.01</b>	<b>11,741,772.63</b>	<b>16,845,017.89</b>	<b>1,364,060.92</b>	<b>6,591,435.38</b>	<b>4,109,427.60</b>	<b>120,716,899.71</b>	<b>118,713,004.75</b>	<b>2,003,894.96</b>	<b>Total Operating Expenses</b>
<b>Operating Income (Loss)</b>	<b>(12,295,789.14)</b>	<b>(20,251,735.02)</b>	<b>(19,692,646.14)</b>	<b>(9,842,883.98)</b>	<b>(18,440,183.01)</b>	<b>(11,741,772.63)</b>	<b>(16,845,017.89)</b>	<b>(1,364,060.92)</b>	<b>(6,591,435.38)</b>	<b>(4,109,427.60)</b>	<b>(121,174,951.71)</b>	<b>(119,171,056.75)</b>	<b>(2,003,894.96)</b>	<b>Operating Income (Loss)</b>
<b>Other Non-operating Revenues (Expenses)</b>														<b>Other Non-operating Revenues (Expenses)</b>
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
<b>Net Non-operating Revenues</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>Net Non-operating Revenues</b>
<b>Increase (Decrease) in Net Position</b>	<b>\$ (12,295,789.14)</b>	<b>\$ (20,251,735.02)</b>	<b>\$ (19,692,646.14)</b>	<b>\$ (9,842,883.98)</b>	<b>\$ (18,440,183.01)</b>	<b>\$ (11,741,772.63)</b>	<b>\$ (16,845,017.89)</b>	<b>\$ (1,364,060.92)</b>	<b>\$ (6,591,435.38)</b>	<b>\$ (4,109,427.60)</b>	<b>\$ (121,174,951.71)</b>	<b>\$ (119,171,056.75)</b>	<b>\$ (2,003,894.96)</b>	<b>Increase (Decrease) in Net Position</b>

**Missouri State University**  
**Operating Budget**  
**Non-Recurring Allocations**  
**For the Year Ending June 30, 2018**

	<u>FY18</u>	<u>FY17</u>	<u>Change</u>
<b>Non-Recurring Allocations</b>			
Insurance Premiums - FY10 Retirees	\$ 3,625.00	\$ 14,497.00	\$ (10,872.00)
COAL - Diversity Hire - 1st of 3	19,290.00	-	19,290.00
COE - Diversity Hire - 1st of 3	20,878.00	-	20,878.00
COAL - Diversity Hire - 1st of 3	28,594.00	-	28,594.00
VP SA - Illinois Recruiter - 3rd of 3	-	41,485.00	(41,485.00)
COE - Dual Career Hire - 3rd of 3	-	14,416.00	(14,416.00)
Glenstone Rental	468,318.00	468,318.00	-
COAL - Diversity Hire - 2nd of 3	23,148.00	22,882.00	266.00
COB - Diversity Hire - 2nd of 3	56,734.00	56,083.00	651.00
CNAS - Diversity Hire - 2nd of 3	25,417.00	25,125.00	292.00
COAL - Diversity Hire - 2nd of 3	18,155.00	17,947.00	208.00
COAL - Diversity Hire - 1st of 3	23,601.00	-	23,601.00
<b>Total Budgeted Non-Recurring Allocations</b>	<u>687,760.00</u>	<u>660,753.00</u>	<u>27,007.00</u>
<b>Cost Center Non-Recurring Budget Allocations</b>			
Previous President/Provost Reclassifications	300,000.00	300,000.00	-
Athletics Transfer*	785,600.00	-	785,600.00
<b>Total Cost Center Non-Recurring Budget Allocations</b>	<u>1,085,600.00</u>	<u>300,000.00</u>	<u>785,600.00</u>
<b>Total Non-Recurring Allocations for FY18</b>	<u>\$ 1,773,360.00</u>	<u>\$ 960,753.00</u>	<u>\$ 812,607.00</u>

\*In FY16 the President's Enhancement Fund transferred \$1,886,200 to Athletics.



**Missouri  
State**<sup>TM</sup>

**U N I V E R S I T Y**

**DESIGNATED FUNDS**

***YEAR ENDING JUNE 30, 2018***

Missouri State University  
 Operating Budget  
 Designated Funds  
 For the Year Ending June 30, 2018

	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	FY18	FY17	Change	
<b>Operating Revenue</b>														<b>Operating Revenue</b>
Tuition and fees	\$ 468,855.00	\$ 2,350,815.00	\$ -	\$ 3,830,099.00	\$ -	\$ 741,374.00	\$ -	\$ -	\$ -	\$ 35,350.00	\$ 7,426,493.00	\$ 7,325,621.00	\$ 100,872.00	Tuition and fees
Scholarships and fellowships	-	-	-	(80,000.00)	-	(116,000.00)	(16,500.00)	-	-	-	(212,500.00)	(247,053.00)	34,553.00	Scholarships and fellowships
Grants and contracts	-	-	-	-	1,019,261.00	-	-	183,000.00	-	5,000.00	1,207,261.00	1,084,000.00	123,261.00	Grants and contracts
Sales and services of educational services	1,422,800.00	4,091,180.00	-	-	641,000.00	-	2,410,960.00	434,681.00	675,000.00	713,000.00	10,388,621.00	10,002,325.60	386,295.40	Sales and services of educational services
Sales and services - auxiliaries	-	-	-	-	-	-	5,000.00	-	-	-	5,000.00	-	5,000.00	Sales and services - auxiliaries
Other revenues	-	5,600.00	30,000.00	-	115,000.00	-	-	-	-	-	150,600.00	190,100.00	(39,500.00)	Other revenues
<b>Total Operating Revenue</b>	<b>1,891,655.00</b>	<b>6,447,595.00</b>	<b>30,000.00</b>	<b>3,750,099.00</b>	<b>1,775,261.00</b>	<b>625,374.00</b>	<b>2,399,460.00</b>	<b>617,681.00</b>	<b>675,000.00</b>	<b>753,350.00</b>	<b>18,965,475.00</b>	<b>18,354,993.60</b>	<b>610,481.40</b>	<b>Total Operating Revenue</b>
<b>Operating Expenses</b>														<b>Operating Expenses</b>
Faculty and Staff Salaries	1,211,451.88	2,115,385.00	55,000.00	172,044.00	1,211,825.64	502,747.00	1,234,568.00	309,551.11	120,870.00	535,574.00	7,469,016.63	7,499,891.99	(30,875.36)	Faculty and Staff Salaries
Part-time help	35,400.00	128,000.00	3,000.00	-	53,362.00	86,602.00	251,000.00	9,880.00	-	19,000.00	586,244.00	651,034.00	(64,790.00)	Part-time help
Student help	46,500.00	115,000.00	5,000.00	403,770.00	22,500.00	3,061.00	39,000.00	-	-	95,000.00	729,831.00	717,145.00	12,686.00	Student help
Overtime	-	-	-	2,000.00	16,000.00	350.00	-	-	-	-	18,350.00	18,080.00	270.00	Overtime
Graduate Assistants	50,439.00	-	10,012.00	76,765.00	10,000.00	54,575.00	-	-	-	7,815.00	209,606.00	193,229.00	16,377.00	Graduate Assistants
Other personnel	132,339.00	243,000.00	18,012.00	482,535.00	101,862.00	144,588.00	290,000.00	9,880.00	-	121,815.00	1,544,031.00	1,579,488.00	(35,457.00)	Other personnel
Benefits	409,408.10	778,978.17	26,617.50	101,211.11	442,278.36	121,553.22	552,621.30	112,689.52	43,706.60	195,117.05	2,784,180.93	2,568,074.82	216,106.11	Benefits
Utilities	-	-	-	-	-	-	-	204,000.00	2,500.00	174,139.00	380,639.00	354,312.00	26,327.00	Utilities
Capital outlay	-	110,000.00	18,720.00	265,310.00	-	-	-	-	-	-	394,030.00	401,520.00	(7,490.00)	Capital outlay
Travel	66,155.00	55,000.00	5,000.00	-	-	1,000.00	21,800.00	-	15,000.00	3,500.00	167,455.00	160,300.00	7,155.00	Travel
Supplies and services	164,272.00	1,832,019.00	45,000.00	1,019,365.00	-	35,525.00	105,919.00	86,438.00	436,000.00	169,367.00	3,893,905.00	3,810,993.87	82,911.13	Supplies and services
Other	108,217.00	61,550.00	36,650.00	1,647,691.89	2,016,182.00	75,991.75	30,285.00	99,122.00	43,000.00	28,628.00	4,147,317.64	3,834,279.40	313,038.24	Other
Bad debt expense	-	-	-	-	-	-	-	-	-	-	-	-	-	Bad debt expense
Supplies and services	338,644.00	2,058,569.00	105,370.00	2,932,366.89	2,016,182.00	112,516.75	158,004.00	185,560.00	494,000.00	201,495.00	8,602,707.64	8,207,093.27	395,614.37	Supplies and services
<b>Total Operating Expenses</b>	<b>2,091,842.98</b>	<b>5,195,932.17</b>	<b>204,999.50</b>	<b>3,688,157.00</b>	<b>3,772,148.00</b>	<b>881,404.97</b>	<b>2,235,193.30</b>	<b>821,680.63</b>	<b>661,076.60</b>	<b>1,228,140.05</b>	<b>20,780,575.20</b>	<b>20,208,860.08</b>	<b>571,715.12</b>	<b>Total Operating Expenses</b>
<b>Operating Income (Loss)</b>	<b>(200,187.98)</b>	<b>1,251,662.83</b>	<b>(174,999.50)</b>	<b>61,942.00</b>	<b>(1,996,887.00)</b>	<b>(256,030.97)</b>	<b>164,266.70</b>	<b>(203,999.63)</b>	<b>13,923.40</b>	<b>(474,790.05)</b>	<b>(1,815,100.20)</b>	<b>(1,853,866.48)</b>	<b>38,766.28</b>	<b>Operating Income (Loss)</b>
<b>Other Non-operating Revenues (Expenses)</b>														<b>Other Non-operating Revenues (Expenses)</b>
State appropriations	800,245.00	-	-	-	-	91,031.00	-	-	-	-	891,276.00	891,281.00	(5.00)	State appropriations
Gifts	-	-	-	45,000.00	1,510,293.00	165,000.00	8,400.00	-	-	60,000.00	1,788,693.00	1,603,603.83	185,089.17	Gifts
Investment income	-	-	-	684.00	-	-	-	-	-	5,000.00	5,684.00	5,684.00	-	Investment income
Other non-operating revenue (expense)	-	-	-	-	-	-	-	-	-	-	-	-	-	Other non-operating revenue (expense)
Debt Service Transfers	(1,110,860.72)	(995,040.00)	-	-	-	-	-	-	-	-	(2,105,900.72)	(2,105,450.56)	(450.16)	Debt Service Transfers
Operating Transfers, net	516,518.20	10,700.00	-	(38,942.00)	486,595.00	-	-	204,000.00	-	410,000.00	1,588,871.20	1,718,629.67	(129,758.47)	Operating Transfers, net
<b>Net Non-operating Revenues</b>	<b>205,902.48</b>	<b>(984,340.00)</b>	<b>-</b>	<b>6,742.00</b>	<b>1,996,888.00</b>	<b>256,031.00</b>	<b>8,400.00</b>	<b>204,000.00</b>	<b>-</b>	<b>475,000.00</b>	<b>2,168,623.48</b>	<b>2,113,747.94</b>	<b>54,875.54</b>	<b>Net Non-operating Revenues</b>
<b>Increase (Decrease) in Net Position</b>	<b>\$ 5,714.50</b>	<b>\$ 267,322.83</b>	<b>\$ (174,999.50)</b>	<b>\$ 68,684.00</b>	<b>\$ 1.00</b>	<b>\$ 0.03</b>	<b>\$ 172,666.70</b>	<b>\$ 0.37</b>	<b>\$ 13,923.40</b>	<b>\$ 209.95</b>	<b>\$ 353,523.28</b>	<b>\$ 259,881.46</b>	<b>\$ 93,641.82</b>	<b>Increase (Decrease) in Net Position</b>

Missouri State University  
 Operating Budget  
 Dedicated Student Fees  
 For the Year Ending June 30, 2018

	Student Computer User	Student Security	Student Involvement	Student Government Association	Wyrick Student Project	Student Initiative Fund	Student Sustainability	Hutchens/SGA Centennial Leaders Scholarship	FY18	FY17	Change	
<b>Operating Revenue</b>												<b>Operating Revenue</b>
Tuition and fees	\$ 2,232,999.00	\$ 192,000.00	\$ 890,000.00	\$ 35,600.00	\$ 115,500.00	\$ 106,800.00	\$ 142,200.00	\$ 115,000.00	\$ 3,830,099.00	\$ 3,734,700.00	\$ 95,399.00	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
<b>Total Operating Revenue</b>	<b>2,232,999.00</b>	<b>192,000.00</b>	<b>890,000.00</b>	<b>35,600.00</b>	<b>115,500.00</b>	<b>106,800.00</b>	<b>142,200.00</b>	<b>35,000.00</b>	<b>3,750,099.00</b>	<b>3,654,700.00</b>	<b>95,399.00</b>	<b>Total Operating Revenue</b>
<b>Operating Expenses</b>												<b>Operating Expenses</b>
Faculty and Staff Salaries	83,143.00	88,901.00	-	-	-	-	-	-	172,044.00	171,821.00	223.00	Faculty and Staff Salaries
Part-time help	-	-	-	-	-	-	-	-	-	-	-	Part-time help
Student help	403,770.00	-	-	-	-	-	-	-	403,770.00	393,720.00	10,050.00	Student help
Overtime	2,000.00	-	-	-	-	-	-	-	2,000.00	2,000.00	-	Overtime
Graduate Assistants	76,765.00	-	-	-	-	-	-	-	76,765.00	75,250.00	1,515.00	Graduate Assistants
Other personnel	482,535.00	-	-	-	-	-	-	-	482,535.00	470,970.00	11,565.00	Other personnel
Benefits	69,064.51	32,146.60	-	-	-	-	-	-	101,211.11	97,638.34	3,572.77	Benefits
Utilities	-	-	-	-	-	-	-	-	-	-	-	Utilities
Capital outlay	7,610.00	-	-	-	115,500.00	-	142,200.00	-	265,310.00	250,800.00	14,510.00	Capital outlay
Travel	-	-	-	-	-	-	-	-	-	-	-	Travel
Supplies and services	1,007,365.00	-	-	-	-	-	-	12,000.00	1,019,365.00	948,905.00	70,460.00	Supplies and services
Other	583,281.49	70,952.40	851,058.00	35,600.00	-	106,800.00	-	-	1,647,691.89	1,654,267.65	(6,575.76)	Other
Bad debt expense	-	-	-	-	-	-	-	-	-	-	-	Bad debt expense
Supplies and services	1,598,256.49	70,952.40	851,058.00	35,600.00	115,500.00	106,800.00	142,200.00	12,000.00	2,932,366.89	2,853,972.65	78,394.24	Supplies and services
<b>Total Operating Expenses</b>	<b>2,232,999.00</b>	<b>192,000.00</b>	<b>851,058.00</b>	<b>35,600.00</b>	<b>115,500.00</b>	<b>106,800.00</b>	<b>142,200.00</b>	<b>12,000.00</b>	<b>3,688,157.00</b>	<b>3,594,401.99</b>	<b>93,755.01</b>	<b>Total Operating Expenses</b>
<b>Operating Income (Loss)</b>	<b>-</b>	<b>-</b>	<b>38,942.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>23,000.00</b>	<b>61,942.00</b>	<b>60,298.01</b>	<b>1,643.99</b>	<b>Operating Income (Loss)</b>
<b>Other Non-operating Revenues (Expenses)</b>												<b>Other Non-operating Revenues (Expenses)</b>
State appropriations	-	-	-	-	-	-	-	-	-	-	-	State appropriations
Gifts	-	-	-	-	-	-	-	45,000.00	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)	(40,298.00)	1,356.00	Operating Transfers, net
<b>Net Non-operating Revenues</b>	<b>-</b>	<b>-</b>	<b>(38,942.00)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>45,684.00</b>	<b>6,742.00</b>	<b>5,386.00</b>	<b>1,356.00</b>	<b>Net Non-operating Revenues</b>
<b>Increase (Decrease) in Net Position</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 68,684.00</b>	<b>\$ 68,684.00</b>	<b>\$ 65,684.01</b>	<b>\$ 2,999.99</b>	<b>Increase (Decrease) in Net Position</b>

**Missouri State University**  
**Operating Budget**  
**Broadcast Services**  
**For the Year Ending June 30, 2018**

	<u>FY18</u>	<u>FY17</u>	<u>Change</u>
<b>Operating Revenue</b>			
Tuition and fees	\$ -	\$ -	\$ -
Scholarships and fellowships	-	-	-
Grants and contracts	1,019,261.00	874,000.00	145,261.00
Sales and services of educational services	641,000.00	721,000.00	(80,000.00)
Other revenues	115,000.00	154,500.00	(39,500.00)
<b>Total Operating Revenue</b>	<u>1,775,261.00</u>	<u>1,749,500.00</u>	<u>25,761.00</u>
<b>Operating Expenses</b>			
Faculty and Staff Salaries	1,211,825.64	1,369,659.83	(157,834.19)
Part-time help	53,362.00	61,584.00	(8,222.00)
Student help	22,500.00	27,880.00	(5,380.00)
Overtime	16,000.00	16,000.00	-
Graduate Assistants	10,000.00	-	10,000.00
Other personnel	101,862.00	105,464.00	(3,602.00)
Benefits	442,278.36	467,356.49	(25,078.13)
Utilities	-	-	-
Capital outlay	-	-	-
Travel	-	-	-
Supplies and services	-	-	-
Other	2,016,182.00	1,698,528.00	317,654.00
Bad debt expense	-	-	-
Supplies and services	2,016,182.00	1,698,528.00	317,654.00
<b>Total Operating Expenses</b>	<u>3,772,148.00</u>	<u>3,641,008.32</u>	<u>131,139.68</u>
<b>Operating Income (Loss)</b>	<u>(1,996,887.00)</u>	<u>(1,891,508.32)</u>	<u>(105,378.68)</u>
<b>Other Non-operating Revenues (Expenses)</b>			
State appropriations	-	-	-
Gifts	1,510,293.00	1,404,912.83	105,380.17
Investment income	-	-	-
Other non-operating revenue (expense)	-	-	-
Debt Service Transfers	-	-	-
Operating Transfers, net	486,595.00	486,595.00	-
<b>Net Non-operating Revenues</b>	<u>1,996,888.00</u>	<u>1,891,507.83</u>	<u>105,380.17</u>
<b>Increase (Decrease) in Net Position</b>	<u>\$ 1.00</u>	<u>\$ (0.49)</u>	<u>\$ 1.49</u>

**Missouri State University**  
**Operating Budget**  
**Defense & Strategic Studies**  
**For the Year Ending June 30, 2018**

	<u>FY18</u>	<u>FY17</u>	<u>Change</u>
<b>Operating Revenue</b>			
Tuition and fees	\$ 741,374.00	\$ 997,388.00	\$ (256,014.00)
Scholarships and fellowships	(116,000.00)	(153,053.00)	37,053.00
Grants and contracts	-	-	-
Sales and services of educational services	-	-	-
Sales and services - auxiliaries	-	-	-
Other revenues	-	-	-
<b>Total Operating Revenue</b>	<u>625,374.00</u>	<u>844,335.00</u>	<u>(218,961.00)</u>
<b>Operating Expenses</b>			
Faculty and Staff Salaries	<u>502,747.00</u>	<u>503,917.00</u>	<u>(1,170.00)</u>
Part-time help	86,602.00	86,170.00	432.00
Student help	3,061.00	3,045.00	16.00
Overtime	350.00	80.00	270.00
Graduate Assistants	<u>54,575.00</u>	<u>53,505.00</u>	<u>1,070.00</u>
Other personnel	<u>144,588.00</u>	<u>142,800.00</u>	<u>1,788.00</u>
Benefits	<u>121,553.22</u>	<u>92,479.64</u>	<u>29,073.58</u>
Utilities	<u>-</u>	<u>-</u>	<u>-</u>
Capital outlay	-	-	-
Travel	1,000.00	-	1,000.00
Supplies and services	35,525.00	35,525.00	-
Other	75,991.75	203,473.00	(127,481.25)
Bad debt expense	<u>-</u>	<u>-</u>	<u>-</u>
Supplies and services	<u>112,516.75</u>	<u>238,998.00</u>	<u>(126,481.25)</u>
<b>Total Operating Expenses</b>	<u>881,404.97</u>	<u>978,194.64</u>	<u>(96,789.67)</u>
<b>Operating Income (Loss)</b>	<u>(256,030.97)</u>	<u>(133,859.64)</u>	<u>(122,171.33)</u>
<b>Other Non-operating Revenues (Expenses)</b>			
State appropriations	91,031.00	91,031.00	-
Gifts	165,000.00	93,691.00	71,309.00
Investment income	-	-	-
Other non-operating revenue (expense)	-	-	-
Debt Service Transfers	-	-	-
Operating Transfers, net	<u>-</u>	<u>-</u>	<u>-</u>
<b>Net Non-operating Revenues</b>	<u>256,031.00</u>	<u>184,722.00</u>	<u>71,309.00</u>
<b>Increase (Decrease) in Net Position</b>	<u>\$ 0.03</u>	<u>\$ 50,862.36</u>	<u>\$ (50,862.33)</u>

**Missouri State University**  
**Operating Budget**  
**Jordan Valley Innovation Center**  
**For the Year Ending June 30, 2018**

	<b>FY18</b>	<b>FY17</b>	<b>Change</b>
<b>Operating Revenue</b>			
Tuition and fees	\$ -	\$ -	\$ -
Scholarships and fellowships	-	-	-
Grants and contracts	183,000.00	183,000.00	-
Sales and services of educational services	434,681.00	344,616.00	90,065.00
Sales and services - auxiliaries	-	-	-
Other revenues	-	-	-
<b>Total Operating Revenue</b>	<b>617,681.00</b>	<b>527,616.00</b>	<b>90,065.00</b>
<b>Operating Expenses</b>			
Faculty and Staff Salaries	309,551.11	279,700.48	29,850.63
Part-time help	9,880.00	9,880.00	-
Student help	-	-	-
Overtime	-	-	-
Graduate Assistants	-	-	-
Other personnel	9,880.00	9,880.00	-
Benefits	112,689.52	94,610.02	18,079.50
Utilities	204,000.00	204,000.00	-
Capital outlay	-	-	-
Travel	-	-	-
Supplies and services	86,438.00	84,602.87	1,835.13
Other	99,122.00	52,073.75	47,048.25
Bad debt expense	-	-	-
Supplies and services	185,560.00	136,676.62	48,883.38
<b>Total Operating Expenses</b>	<b>821,680.63</b>	<b>724,867.12</b>	<b>96,813.51</b>
<b>Operating Income (Loss)</b>	<b>(203,999.63)</b>	<b>(197,251.12)</b>	<b>(6,748.51)</b>
<b>Other Non-operating Revenues (Expenses)</b>			
State appropriations	-	-	-
Gifts	-	-	-
Investment income	-	-	-
Other non-operating revenue (expense)	-	-	-
Debt Service Transfers	-	-	-
Operating Transfers, net	204,000.00	204,000.00	-
<b>Net Non-operating Revenues</b>	<b>204,000.00</b>	<b>204,000.00</b>	<b>-</b>
<b>Increase (Decrease) in Net Position</b>	<b>\$ 0.37</b>	<b>\$ 6,748.88</b>	<b>\$ (6,748.51)</b>



**Missouri State University**  
**Operating Budget**  
**Juanita K Hammons Hall Performing Arts**  
**For the Year Ending June 30, 2018**

	<u>FY18</u>	<u>FY17</u>	<u>Change</u>
<b>Operating Revenue</b>			
Tuition and fees	\$ 35,350.00	\$ 36,000.00	\$ (650.00)
Scholarships and fellowships	-	-	-
Grants and contracts	5,000.00	27,000.00	(22,000.00)
Sales and services of educational services	713,000.00	655,000.00	58,000.00
Sales and services - auxiliaries	-	-	-
Other revenues	-	-	-
<b>Total Operating Revenue</b>	<u>753,350.00</u>	<u>718,000.00</u>	<u>35,350.00</u>
<b>Operating Expenses</b>			
Faculty and Staff Salaries	535,574.00	570,407.00	(34,833.00)
Part-time help	19,000.00	19,000.00	-
Student help	95,000.00	95,000.00	-
Overtime	-	-	-
Graduate Assistants	7,815.00	7,662.00	153.00
Other personnel	121,815.00	121,662.00	153.00
Benefits	195,117.05	193,577.62	1,539.43
Utilities	174,139.00	147,812.00	26,327.00
Capital outlay	-	-	-
Travel	3,500.00	3,500.00	-
Supplies and services	169,367.00	169,012.00	355.00
Other	28,628.00	28,628.00	-
Bad debt expense	-	-	-
Supplies and services	201,495.00	201,140.00	355.00
<b>Total Operating Expenses</b>	<u>1,228,140.05</u>	<u>1,234,598.62</u>	<u>(6,458.57)</u>
<b>Operating Income (Loss)</b>	<u>(474,790.05)</u>	<u>(516,598.62)</u>	<u>41,808.57</u>
<b>Other Non-operating Revenues (Expenses)</b>			
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	410,000.00	455,000.00	(45,000.00)
<b>Net Non-operating Revenues</b>	<u>475,000.00</u>	<u>520,000.00</u>	<u>(45,000.00)</u>
<b>Increase (Decrease) in Net Position</b>	<u>\$ 209.95</u>	<u>\$ 3,401.38</u>	<u>\$ (3,191.43)</u>



**Missouri  
State**<sup>TM</sup>

**U N I V E R S I T Y**

## **AUXILIARY SYSTEM FUND**

***YEAR ENDING JUNE 30, 2018***

Missouri State University  
 Operating Budget  
 Auxiliary Funds  
 For the Year Ending June 30, 2018

	Bookstore	Residence Life	Plaster Student Union	Taylor Health Center	Intercollegiate Athletics	Athletic Facilities	Transit	B.E.A.R. Fee	Bill R. Foster and Family Recreation Center	FY18	FY17	Change	
<b>Operating Revenue</b>													<b>Operating Revenue</b>
Tuition and fees	\$ -	\$ -	\$ 1,882,017.00	\$ 3,099,383.00	\$ 108,400.00	\$ 2,450,500.00	\$ 1,205,000.00	\$ 1,707,000.00	\$ 2,844,000.00	\$ 13,296,300.00	\$ 11,909,544.00	\$ 1,386,756.00	Tuition and fees
Scholarships and fellowships	-	(816,162.00)	-	-	(4,438,916.00)	-	-	-	-	(5,255,078.00)	(4,993,440.00)	(261,638.00)	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	4,117,500.00	34,313,701.00	895,150.00	2,129,400.00	3,815,678.00	557,305.00	2,367,000.00	-	239,500.00	48,435,234.00	47,420,533.00	1,014,701.00	Sales and services - auxiliaries
Other revenues	-	331,643.00	7,900.00	-	-	14,000.00	16,000.00	-	248,686.00	618,229.00	622,392.00	(4,163.00)	Other revenues
<b>Total Operating Revenue</b>	<b>4,117,500.00</b>	<b>33,829,182.00</b>	<b>2,785,067.00</b>	<b>5,228,783.00</b>	<b>(514,838.00)</b>	<b>3,021,805.00</b>	<b>3,588,000.00</b>	<b>1,707,000.00</b>	<b>3,332,186.00</b>	<b>57,094,685.00</b>	<b>54,959,029.00</b>	<b>2,135,656.00</b>	<b>Total Operating Revenue</b>
<b>Operating Expenses</b>													<b>Operating Expenses</b>
Faculty and Staff Salaries	641,024.00	3,999,296.87	831,690.87	2,311,224.00	4,461,480.00	655,414.30	969,076.86	-	534,772.00	14,403,978.90	14,394,900.57	9,078.33	Faculty and Staff Salaries
Part-time help	55,000.00	114,855.00	36,000.00	250,000.00	295,915.00	30,900.00	53,576.00	-	22,000.00	858,246.00	734,231.00	124,015.00	Part-time help
Student help	600,000.00	870,774.00	173,480.00	82,000.00	164,067.00	201,367.00	19,250.00	-	462,200.00	2,573,138.00	2,530,529.00	42,609.00	Student help
Overtime	12,000.00	45,911.00	3,000.00	10,000.00	12,000.00	17,000.00	27,000.00	-	1,000.00	127,911.00	129,411.00	(1,500.00)	Overtime
Graduate Assistants	-	226,143.00	62,945.00	12,771.00	114,051.00	20,772.00	-	-	96,876.00	533,558.00	471,514.00	62,044.00	Graduate Assistants
Other personnel	667,000.00	1,257,683.00	275,425.00	354,771.00	586,033.00	270,039.00	99,826.00	-	582,076.00	4,092,853.00	3,865,685.00	227,168.00	Other personnel
Benefits	236,001.81	1,456,355.30	303,493.44	854,863.54	1,635,908.68	239,361.65	350,644.03	-	233,442.20	5,310,070.65	4,936,520.21	373,550.44	Benefits
Utilities	28,458.00	1,475,440.00	292,487.00	-	-	-	177,168.00	121,273.00	173,005.00	2,267,831.00	2,660,606.00	(392,775.00)	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	601,066.00	33,000.00	Capital outlay
Travel	15,000.00	76,400.00	-	11,000.00	1,702,701.00	2,700.00	33,200.00	-	26,600.00	1,867,601.00	1,837,410.00	30,191.00	Travel
Supplies and services	484,032.00	10,445,214.00	324,590.00	304,000.00	1,689,623.32	303,309.00	1,348,561.00	-	283,151.00	15,182,480.32	14,986,631.00	195,849.32	Supplies and services
Other	150,000.00	785,819.00	30,850.00	72,000.00	1,284,937.00	63,903.00	5,000.00	200,000.00	54,300.00	2,646,809.00	2,097,522.00	549,287.00	Other
Bad debt expense	150,000.00	200,000.00	-	30,000.00	-	-	-	-	-	380,000.00	380,000.00	-	Bad debt expense
Supplies and services	899,032.00	11,861,999.00	355,440.00	437,000.00	4,712,261.32	387,912.00	1,393,261.00	200,000.00	464,051.00	20,710,956.32	19,902,629.00	808,327.32	Supplies and services
<b>Total Operating Expenses</b>	<b>2,471,515.81</b>	<b>20,050,774.17</b>	<b>2,058,536.31</b>	<b>3,957,858.54</b>	<b>11,395,683.00</b>	<b>1,552,726.95</b>	<b>2,989,975.89</b>	<b>321,273.00</b>	<b>1,987,346.20</b>	<b>46,785,689.87</b>	<b>45,760,340.78</b>	<b>1,025,349.09</b>	<b>Total Operating Expenses</b>
<b>Operating Income (Loss)</b>	<b>1,645,984.19</b>	<b>13,778,407.83</b>	<b>726,530.69</b>	<b>1,270,924.46</b>	<b>(11,910,521.00)</b>	<b>1,469,078.05</b>	<b>598,024.11</b>	<b>1,385,727.00</b>	<b>1,344,839.80</b>	<b>10,308,995.13</b>	<b>9,198,688.22</b>	<b>1,110,306.91</b>	<b>Operating Income (Loss)</b>
<b>Other Non-operating Revenues (Expenses)</b>													<b>Other Non-operating Revenues (Expenses)</b>
State appropriations	-	-	-	-	-	-	-	-	-	-	-	-	State appropriations
Gifts	-	-	-	-	1,179,683.00	2,811,301.00	-	150,000.00	247,500.00	4,388,484.00	5,027,135.00	(638,651.00)	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)	(3,237,883.00)	(1,188,127.00)	(821,767.00)	-	(4,436,504.26)	(356,997.20)	(1,535,727.00)	(1,144,599.00)	(12,730,947.46)	(11,922,159.28)	(808,788.18)	Debt Service Transfers
Operating Transfers, net	(1,605,380.00)	(8,583,045.00)	508,921.00	(605,145.00)	10,730,838.00	158,782.00	28,386.00	-	-	633,357.00	(992,515.00)	1,625,872.00	Operating Transfers, net
<b>Net Non-operating Revenues</b>	<b>(1,614,723.00)</b>	<b>(11,814,928.00)</b>	<b>(679,206.00)</b>	<b>(1,426,912.00)</b>	<b>11,910,521.00</b>	<b>(1,466,421.26)</b>	<b>(326,111.20)</b>	<b>(1,385,727.00)</b>	<b>(897,099.00)</b>	<b>(7,700,606.46)</b>	<b>(7,879,039.28)</b>	<b>178,432.82</b>	<b>Net Non-operating Revenues</b>
<b>Increase (Decrease) in Net Position</b>	<b>\$ 31,261.19</b>	<b>\$ 1,963,479.83</b>	<b>\$ 47,324.69</b>	<b>\$ (155,987.54)</b>	<b>\$ -</b>	<b>\$ 2,656.79</b>	<b>\$ 271,912.91</b>	<b>\$ -</b>	<b>\$ 447,740.80</b>	<b>\$ 2,608,388.67</b>	<b>\$ 1,319,648.94</b>	<b>\$ 1,288,739.73</b>	<b>Increase (Decrease) in Net Position</b>

**Missouri State University**  
**Operating Budget**  
**Bookstore**  
**For the Year Ending June 30, 2018**

	<u>FY18</u>	<u>FY17</u>	<u>Change</u>
<b>Operating Revenue</b>			
Tuition and fees	\$ -	\$ -	\$ -
Scholarships and fellowships	-	-	-
Grants and contracts	-	-	-
Sales and services of educational services	-	-	-
Sales and services - auxiliaries	4,117,500.00	4,117,500.00	-
Other revenues	-	-	-
<b>Total Operating Revenue</b>	<u>4,117,500.00</u>	<u>4,117,500.00</u>	<u>-</u>
<b>Operating Expenses</b>			
Faculty and Staff Salaries	641,024.00	636,570.00	4,454.00
Part-time help	55,000.00	80,000.00	(25,000.00)
Student help	600,000.00	600,000.00	-
Overtime	12,000.00	12,000.00	-
Graduate Assistants	-	-	-
Other personnel	667,000.00	692,000.00	(25,000.00)
Benefits	236,001.81	220,973.99	15,027.82
Utilities	28,458.00	31,028.00	(2,570.00)
Capital outlay	100,000.00	100,000.00	-
Travel	15,000.00	17,000.00	(2,000.00)
Supplies and services	484,032.00	478,973.00	5,059.00
Other	150,000.00	150,000.00	-
Bad debt expense	150,000.00	150,000.00	-
Supplies and services	899,032.00	895,973.00	3,059.00
<b>Total Operating Expenses</b>	<u>2,471,515.81</u>	<u>2,476,544.99</u>	<u>(5,029.18)</u>
<b>Operating Income (Loss)</b>	<u>1,645,984.19</u>	<u>1,640,955.01</u>	<u>5,029.18</u>
<b>Other Non-operating Revenues (Expenses)</b>			
State appropriations	-	-	-
Gifts	-	-	-
Investment income	-	-	-
Other non-operating revenue (expense)	-	-	-
Debt Service Transfers	(9,343.00)	(9,343.00)	-
Operating Transfers, net	(1,605,380.00)	(1,605,380.00)	-
<b>Net Non-operating Revenues</b>	<u>(1,614,723.00)</u>	<u>(1,614,723.00)</u>	<u>-</u>
<b>Increase (Decrease) in Net Position</b>	<u>\$ 31,261.19</u>	<u>\$ 26,232.01</u>	<u>\$ 5,029.18</u>

**Missouri State University**  
**Operating Budget**  
**Residence Life**  
**For the Year Ending June 30, 2018**

	<u>FY18</u>	<u>FY17</u>	<u>Change</u>
<b>Operating Revenue</b>			
Tuition and fees	\$ -	\$ -	\$ -
Scholarships and fellowships	(816,162.00)	(792,390.00)	(23,772.00)
Grants and contracts	-	-	-
Sales and services of educational services	-	-	-
Sales and services - auxiliaries	34,313,701.00	33,270,960.00	1,042,741.00
Other revenues	331,643.00	332,980.00	(1,337.00)
<b>Total Operating Revenue</b>	<u>33,829,182.00</u>	<u>32,811,550.00</u>	<u>1,017,632.00</u>
<b>Operating Expenses</b>			
Faculty and Staff Salaries	3,999,296.87	3,941,582.78	57,714.09
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	221,711.00	4,432.00
Other personnel	1,257,683.00	1,253,251.00	4,432.00
Benefits	1,456,355.30	1,339,901.32	116,453.98
Utilities	1,475,440.00	1,750,142.00	(274,702.00)
Capital outlay	354,566.00	354,566.00	-
Travel	76,400.00	76,400.00	-
Supplies and services	10,445,214.00	10,225,614.00	219,600.00
Other	785,819.00	785,819.00	-
Bad debt expense	200,000.00	200,000.00	-
Supplies and services	11,861,999.00	11,642,399.00	219,600.00
<b>Total Operating Expenses</b>	<u>20,050,774.17</u>	<u>19,927,276.10</u>	<u>123,498.07</u>
<b>Operating Income (Loss)</b>	<u>13,778,407.83</u>	<u>12,884,273.90</u>	<u>894,133.93</u>
<b>Other Non-operating Revenues (Expenses)</b>			
State appropriations	-	-	-
Gifts	-	-	-
Investment income	6,000.00	6,000.00	-
Other non-operating revenue (expense)	-	-	-
Debt Service Transfers	(3,237,883.00)	(3,240,950.00)	3,067.00
Operating Transfers, net	(8,583,045.00)	(7,765,545.00)	(817,500.00)
<b>Net Non-operating Revenues</b>	<u>(11,814,928.00)</u>	<u>(11,000,495.00)</u>	<u>(814,433.00)</u>
<b>Increase (Decrease) in Net Position</b>	<u>\$ 1,963,479.83</u>	<u>\$ 1,883,778.90</u>	<u>\$ 79,700.93</u>

**Missouri State University**  
**Operating Budget**  
**Plaster Student Union**  
**For the Year Ending June 30, 2018**

	<u>FY18</u>	<u>FY17</u>	<u>Change</u>
<b>Operating Revenue</b>			
Tuition and fees	\$ 1,882,017.00	\$ 1,848,695.00	\$ 33,322.00
Scholarships and fellowships	-	-	-
Grants and contracts	-	-	-
Sales and services of educational services	-	-	-
Sales and services - auxiliaries	895,150.00	877,250.00	17,900.00
Other revenues	7,900.00	7,900.00	-
<b>Total Operating Revenue</b>	<u>2,785,067.00</u>	<u>2,733,845.00</u>	<u>51,222.00</u>
<b>Operating Expenses</b>			
Faculty and Staff Salaries	<u>831,690.87</u>	<u>805,175.78</u>	<u>26,515.09</u>
Part-time help	36,000.00	25,500.00	10,500.00
Student help	173,480.00	153,480.00	20,000.00
Overtime	3,000.00	3,000.00	-
Graduate Assistants	<u>62,945.00</u>	<u>62,945.00</u>	<u>-</u>
Other personnel	<u>275,425.00</u>	<u>244,925.00</u>	<u>30,500.00</u>
Benefits	<u>303,493.44</u>	<u>272,831.94</u>	<u>30,661.50</u>
Utilities	<u>292,487.00</u>	<u>304,692.00</u>	<u>(12,205.00)</u>
Capital outlay	-	-	-
Travel	-	22,100.00	(22,100.00)
Supplies and services	324,590.00	290,735.00	33,855.00
Other	30,850.00	30,850.00	-
Bad debt expense	-	-	-
Supplies and services	<u>355,440.00</u>	<u>343,685.00</u>	<u>11,755.00</u>
<b>Total Operating Expenses</b>	<u>2,058,536.31</u>	<u>1,971,309.72</u>	<u>87,226.59</u>
<b>Operating Income (Loss)</b>	<u>726,530.69</u>	<u>762,535.28</u>	<u>(36,004.59)</u>
<b>Other Non-operating Revenues (Expenses)</b>			
State appropriations	-	-	-
Gifts	-	-	-
Investment income	-	-	-
Other non-operating revenue (expense)	-	-	-
Debt Service Transfers	(1,188,127.00)	(1,187,412.00)	(715.00)
Operating Transfers, net	<u>508,921.00</u>	<u>510,277.00</u>	<u>(1,356.00)</u>
<b>Net Non-operating Revenues</b>	<u>(679,206.00)</u>	<u>(677,135.00)</u>	<u>(2,071.00)</u>
<b>Increase (Decrease) in Net Position</b>	<u>\$ 47,324.69</u>	<u>\$ 85,400.28</u>	<u>\$ (38,075.59)</u>

**Missouri State University**  
**Operating Budget**  
**Taylor Health Center**  
**For the Year Ending June 30, 2018**

	<u>FY18</u>	<u>FY17</u>	<u>Change</u>
<b>Operating Revenue</b>			
Tuition and fees	\$ 3,099,383.00	\$ 2,026,849.00	\$ 1,072,534.00
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	-	-	-
<b>Total Operating Revenue</b>	<u>5,228,783.00</u>	<u>4,156,249.00</u>	<u>1,072,534.00</u>
<b>Operating Expenses</b>			
Faculty and Staff Salaries	<u>2,311,224.00</u>	<u>2,292,104.00</u>	<u>19,120.00</u>
Part-time help	250,000.00	250,000.00	-
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>354,771.00</u>	<u>354,771.00</u>	<u>-</u>
Benefits	<u>854,863.54</u>	<u>792,972.87</u>	<u>61,890.67</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>
<b>Total Operating Expenses</b>	<u>3,957,858.54</u>	<u>3,876,847.87</u>	<u>81,010.67</u>
<b>Operating Income (Loss)</b>	<u>1,270,924.46</u>	<u>279,401.13</u>	<u>991,523.33</u>
<b>Other Non-operating Revenues (Expenses)</b>			
State appropriations	-	-	-
Gifts	-	-	-
Investment income	-	-	-
Other non-operating revenue (expense)	-	-	-
Debt Service Transfers	(821,767.00)	-	(821,767.00)
Operating Transfers, net	<u>(605,145.00)</u>	<u>(502,706.00)</u>	<u>(102,439.00)</u>
<b>Net Non-operating Revenues</b>	<u>(1,426,912.00)</u>	<u>(502,706.00)</u>	<u>(924,206.00)</u>
<b>Increase (Decrease) in Net Position</b>	<u>\$ (155,987.54)</u>	<u>\$ (223,304.87)</u>	<u>\$ 67,317.33</u>

**Missouri State University**  
**Operating Budget**  
**Intercollegiate Athletics**  
**For the Year Ending June 30, 2018**

	<u>FY18</u>	<u>FY17</u>	<u>Change</u>
<b>Operating Revenue</b>			
Tuition and fees	\$ 108,400.00	\$ 107,000.00	\$ 1,400.00
Scholarships and fellowships	(4,438,916.00)	(4,201,050.00)	(237,866.00)
Grants and contracts	-	-	-
Sales and services of educational services	-	-	-
Sales and services - auxiliaries	3,815,678.00	3,917,618.00	(101,940.00)
Other revenues	-	-	-
<b>Total Operating Revenue</b>	<u>(514,838.00)</u>	<u>(176,432.00)</u>	<u>(338,406.00)</u>
<b>Operating Expenses</b>			
Faculty and Staff Salaries	4,461,480.00	4,597,933.42	(136,453.42)
Part-time help	295,915.00	156,300.00	139,615.00
Student help	164,067.00	97,150.00	66,917.00
Overtime	12,000.00	12,000.00	-
Graduate Assistants	114,051.00	86,013.00	28,038.00
Other personnel	586,033.00	351,463.00	234,570.00
Benefits	1,635,908.68	1,564,411.00	71,497.68
Utilities	-	-	-
Capital outlay	35,000.00	-	35,000.00
Travel	1,702,701.00	1,648,110.00	54,591.00
Supplies and services	1,689,623.32	1,700,625.00	(11,001.68)
Other	1,284,937.00	733,250.00	551,687.00
Bad debt expense	-	-	-
Supplies and services	4,712,261.32	4,081,985.00	630,276.32
<b>Total Operating Expenses</b>	<u>11,395,683.00</u>	<u>10,595,792.42</u>	<u>799,890.58</u>
<b>Operating Income (Loss)</b>	<u>(11,910,521.00)</u>	<u>(10,772,224.42)</u>	<u>(1,138,296.58)</u>
<b>Other Non-operating Revenues (Expenses)</b>			
State appropriations	-	-	-
Gifts	1,179,683.00	1,701,834.00	(522,151.00)
Investment income	-	-	-
Other non-operating revenue (expense)	-	-	-
Debt Service Transfers	-	-	-
Operating Transfers, net	10,730,838.00	8,079,099.00	2,651,739.00
<b>Net Non-operating Revenues</b>	<u>11,910,521.00</u>	<u>9,780,933.00</u>	<u>2,129,588.00</u>
<b>Increase (Decrease) in Net Position</b>	<u>\$ -</u>	<u>\$ (991,291.42)</u>	<u>\$ 991,291.42</u>



Missouri State University  
 Operating Budget  
 Athletic Facilities  
 For the Year Ending June 30, 2018

	<u>Plaster Sports Complex</u>	<u>Hammons Student Center</u>	<u>JQH Arena</u>	<u>FY18</u>	<u>FY17</u>	<u>Change</u>	
<b>Operating Revenue</b>							<b>Operating Revenue</b>
Tuition and fees	\$ 335,000.00	\$ 1,640,000.00	\$ 475,500.00	\$ 2,450,500.00	\$ 2,378,000.00	\$ 72,500.00	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	499,305.00	557,305.00	557,305.00	-	Sales and services - auxiliaries
Other revenues	-	-	14,000.00	14,000.00	14,000.00	-	Other revenues
<b>Total Operating Revenue</b>	<u>372,000.00</u>	<u>1,661,000.00</u>	<u>988,805.00</u>	<u>3,021,805.00</u>	<u>2,949,305.00</u>	<u>72,500.00</u>	<b>Total Operating Revenue</b>
<b>Operating Expenses</b>							<b>Operating Expenses</b>
Faculty and Staff Salaries	26,520.00	376,132.88	252,761.42	655,414.30	614,356.20	41,058.10	Faculty and Staff Salaries
Part-time help	1,900.00	19,000.00	10,000.00	30,900.00	32,000.00	(1,100.00)	Part-time help
Student help	53,367.00	133,000.00	15,000.00	201,367.00	211,175.00	(9,808.00)	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	30,034.00	(9,262.00)	Graduate Assistants
Other personnel	56,267.00	170,258.00	43,514.00	270,039.00	290,209.00	(20,170.00)	Other personnel
Benefits	9,734.98	137,463.15	92,163.52	239,361.65	209,220.61	30,141.04	Benefits
Utilities	-	-	-	-	217,936.00	(217,936.00)	Utilities
Capital outlay	-	18,000.00	-	18,000.00	20,000.00	(2,000.00)	Capital outlay
Travel	-	2,700.00	-	2,700.00	3,000.00	(300.00)	Travel
Supplies and services	60,356.00	145,702.00	97,251.00	303,309.00	357,708.00	(54,399.00)	Supplies and services
Other	18,000.00	19,903.00	26,000.00	63,903.00	65,903.00	(2,000.00)	Other
Bad debt expense	-	-	-	-	-	-	Bad debt expense
Supplies and services	78,356.00	186,305.00	123,251.00	387,912.00	446,611.00	(58,699.00)	Supplies and services
<b>Total Operating Expenses</b>	<u>170,877.98</u>	<u>870,159.03</u>	<u>511,689.94</u>	<u>1,552,726.95</u>	<u>1,778,332.81</u>	<u>(225,605.86)</u>	<b>Total Operating Expenses</b>
<b>Operating Income (Loss)</b>	<u>201,122.02</u>	<u>790,840.97</u>	<u>477,115.06</u>	<u>1,469,078.05</u>	<u>1,170,972.19</u>	<u>298,105.86</u>	<b>Operating Income (Loss)</b>
<b>Other Non-operating Revenues (Expenses)</b>							<b>Other Non-operating Revenues (Expenses)</b>
State appropriations	-	-	-	-	-	-	State appropriations
Gifts	-	-	2,811,301.00	2,811,301.00	2,927,801.00	(116,500.00)	Gifts
Investment income	-	-	-	-	-	-	Investment income
Other non-operating revenue (expense)	-	-	-	-	-	-	Other non-operating revenue (expense)
Debt Service Transfers	(148,574.14)	(427,598.86)	(3,860,331.26)	(4,436,504.26)	(4,441,204.76)	4,700.50	Debt Service Transfers
Operating Transfers, net	(52,000.00)	(361,218.00)	572,000.00	158,782.00	263,354.00	(104,572.00)	Operating Transfers, net
<b>Net Non-operating Revenues</b>	<u>(200,574.14)</u>	<u>(788,816.86)</u>	<u>(477,030.26)</u>	<u>(1,466,421.26)</u>	<u>(1,250,049.76)</u>	<u>(216,371.50)</u>	<b>Net Non-operating Revenues</b>
<b>Increase (Decrease) in Net Position</b>	<u>\$ 547.88</u>	<u>\$ 2,024.11</u>	<u>\$ 84.80</u>	<u>\$ 2,656.79</u>	<u>\$ (79,077.57)</u>	<u>\$ 81,734.36</u>	<b>Increase (Decrease) in Net Position</b>

**Missouri State University**  
**Operating Budget**  
**Athletic Facilities-Plaster Sports Complex**  
**For the Year Ending June 30, 2018**

	<u>FY18</u>	<u>FY17</u>	<u>Change</u>
<b>Operating Revenue</b>			
Tuition and fees	\$ 335,000.00	\$ 327,000.00	\$ 8,000.00
Scholarships and fellowships	-	-	-
Grants and contracts	-	-	-
Sales and services of educational services	-	-	-
Sales and services - auxiliaries	37,000.00	37,000.00	-
Other revenues	-	-	-
<b>Total Operating Revenue</b>	<u>372,000.00</u>	<u>364,000.00</u>	<u>8,000.00</u>
<b>Operating Expenses</b>			
Faculty and Staff Salaries	<u>26,520.00</u>	<u>25,132.00</u>	<u>1,388.00</u>
Part-time help	1,900.00	2,000.00	(100.00)
Student help	53,367.00	56,175.00	(2,808.00)
Overtime	1,000.00	1,000.00	-
Graduate Assistants	-	-	-
Other personnel	<u>56,267.00</u>	<u>59,175.00</u>	<u>(2,908.00)</u>
Benefits	<u>9,734.98</u>	<u>8,619.11</u>	<u>1,115.87</u>
Utilities	-	-	-
Capital outlay	-	-	-
Travel	-	-	-
Supplies and services	60,356.00	63,532.00	(3,176.00)
Other	18,000.00	20,000.00	(2,000.00)
Bad debt expense	-	-	-
Supplies and services	<u>78,356.00</u>	<u>83,532.00</u>	<u>(5,176.00)</u>
<b>Total Operating Expenses</b>	<u>170,877.98</u>	<u>176,458.11</u>	<u>(5,580.13)</u>
<b>Operating Income (Loss)</b>	<u>201,122.02</u>	<u>187,541.89</u>	<u>13,580.13</u>
<b>Other Non-operating Revenues (Expenses)</b>			
State appropriations	-	-	-
Gifts	-	-	-
Investment income	-	-	-
Other non-operating revenue (expense)	-	-	-
Debt Service Transfers	(148,574.14)	(148,470.27)	(103.87)
Operating Transfers, net	<u>(52,000.00)</u>	<u>(25,000.00)</u>	<u>(27,000.00)</u>
<b>Net Non-operating Revenues</b>	<u>(200,574.14)</u>	<u>(173,470.27)</u>	<u>(27,103.87)</u>
<b>Increase (Decrease) in Net Position</b>	<u>\$ 547.88</u>	<u>\$ 14,071.62</u>	<u>\$ (13,523.74)</u>

**Missouri State University**  
**Operating Budget**  
**Athletic Facilities-Hammons Student Center**  
**For the Year Ending June 30, 2018**

	<u>FY18</u>	<u>FY17</u>	<u>Change</u>
<b>Operating Revenue</b>			
Tuition and fees	\$ 1,640,000.00	\$ 1,600,000.00	\$ 40,000.00
Scholarships and fellowships	-	-	-
Grants and contracts	-	-	-
Sales and services of educational services	-	-	-
Sales and services - auxiliaries	21,000.00	21,000.00	-
Other revenues	-	-	-
<b>Total Operating Revenue</b>	<u>1,661,000.00</u>	<u>1,621,000.00</u>	<u>40,000.00</u>
<b>Operating Expenses</b>			
Faculty and Staff Salaries	<u>376,132.88</u>	<u>352,928.24</u>	<u>23,204.64</u>
Part-time help	19,000.00	20,000.00	(1,000.00)
Student help	133,000.00	140,000.00	(7,000.00)
Overtime	8,000.00	8,000.00	-
Graduate Assistants	<u>10,258.00</u>	<u>19,726.00</u>	<u>(9,468.00)</u>
Other personnel	<u>170,258.00</u>	<u>187,726.00</u>	<u>(17,468.00)</u>
Benefits	<u>137,463.15</u>	<u>120,296.77</u>	<u>17,166.38</u>
Utilities	<u>-</u>	<u>217,936.00</u>	<u>(217,936.00)</u>
Capital outlay	18,000.00	20,000.00	(2,000.00)
Travel	2,700.00	3,000.00	(300.00)
Supplies and services	145,702.00	196,925.00	(51,223.00)
Other	19,903.00	19,903.00	-
Bad debt expense	-	-	-
Supplies and services	<u>186,305.00</u>	<u>239,828.00</u>	<u>(53,523.00)</u>
<b>Total Operating Expenses</b>	<u>870,159.03</u>	<u>1,118,715.01</u>	<u>(248,555.98)</u>
<b>Operating Income (Loss)</b>	<u>790,840.97</u>	<u>502,284.99</u>	<u>288,555.98</u>
<b>Other Non-operating Revenues (Expenses)</b>			
State appropriations	-	-	-
Gifts	-	-	-
Investment income	-	-	-
Other non-operating revenue (expense)	-	-	-
Debt Service Transfers	(427,598.86)	(427,303.23)	(295.63)
Operating Transfers, net	<u>(361,218.00)</u>	<u>125,354.00</u>	<u>(486,572.00)</u>
<b>Net Non-operating Revenues</b>	<u>(788,816.86)</u>	<u>(301,949.23)</u>	<u>(486,867.63)</u>
<b>Increase (Decrease) in Net Position</b>	<u>\$ 2,024.11</u>	<u>\$ 200,335.76</u>	<u>\$ (198,311.65)</u>

**Missouri State University**  
**Operating Budget**  
**Athletic Facilities-JQH Arena**  
**For the Year Ending June 30, 2018**

	<u>FY18</u>	<u>FY17</u>	<u>Change</u>
<b>Operating Revenue</b>			
Tuition and fees	\$ 475,500.00	\$ 451,000.00	\$ 24,500.00
Scholarships and fellowships	-	-	-
Grants and contracts	-	-	-
Sales and services of educational services	-	-	-
Sales and services - auxiliaries	499,305.00	499,305.00	-
Other revenues	14,000.00	14,000.00	-
<b>Total Operating Revenue</b>	<u>988,805.00</u>	<u>964,305.00</u>	<u>24,500.00</u>
<b>Operating Expenses</b>			
Faculty and Staff Salaries	252,761.42	236,295.96	16,465.46
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	10,514.00	10,308.00	206.00
Other personnel	43,514.00	43,308.00	206.00
Benefits	92,163.52	80,304.73	11,858.79
Utilities	-	-	-
Capital outlay	-	-	-
Travel	-	-	-
Supplies and services	97,251.00	97,251.00	-
Other	26,000.00	26,000.00	-
Bad debt expense	-	-	-
Supplies and services	123,251.00	123,251.00	-
<b>Total Operating Expenses</b>	<u>511,689.94</u>	<u>483,159.69</u>	<u>28,530.25</u>
<b>Operating Income (Loss)</b>	<u>477,115.06</u>	<u>481,145.31</u>	<u>(4,030.25)</u>
<b>Other Non-operating Revenues (Expenses)</b>			
State appropriations	-	-	-
Gifts	2,811,301.00	2,927,801.00	(116,500.00)
Investment income	-	-	-
Other non-operating revenue (expense)	-	-	-
Debt Service Transfers	(3,860,331.26)	(3,865,431.26)	5,100.00
Operating Transfers, net	572,000.00	163,000.00	409,000.00
<b>Net Non-operating Revenues</b>	<u>(477,030.26)</u>	<u>(774,630.26)</u>	<u>297,600.00</u>
<b>Increase (Decrease) in Net Position</b>	<u>\$ 84.80</u>	<u>\$ (293,484.95)</u>	<u>\$ 293,569.75</u>

**Missouri State University**  
**Operating Budget**  
**Transit**  
**For the Year Ending June 30, 2018**

	<u>FY18</u>	<u>FY17</u>	<u>Change</u>
<b>Operating Revenue</b>			
Tuition and fees	\$ 1,205,000.00	\$ 1,176,000.00	\$ 29,000.00
Scholarships and fellowships	-	-	-
Grants and contracts	-	-	-
Sales and services of educational services	-	-	-
Sales and services - auxiliaries	2,367,000.00	2,317,000.00	50,000.00
Other revenues	16,000.00	16,000.00	-
<b>Total Operating Revenue</b>	<u>3,588,000.00</u>	<u>3,509,000.00</u>	<u>79,000.00</u>
<b>Operating Expenses</b>			
Faculty and Staff Salaries	969,076.86	977,810.39	(8,733.53)
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	350,644.03	329,911.34	20,732.69
Utilities	177,168.00	188,896.00	(11,728.00)
Capital outlay	6,500.00	6,500.00	-
Travel	33,200.00	33,200.00	-
Supplies and services	1,348,561.00	1,348,561.00	-
Other	5,000.00	5,000.00	-
Bad debt expense	-	-	-
Supplies and services	1,393,261.00	1,393,261.00	-
<b>Total Operating Expenses</b>	<u>2,989,975.89</u>	<u>2,989,704.73</u>	<u>271.16</u>
<b>Operating Income (Loss)</b>	<u>598,024.11</u>	<u>519,295.27</u>	<u>78,728.84</u>
<b>Other Non-operating Revenues (Expenses)</b>			
State appropriations	-	-	-
Gifts	-	-	-
Investment income	2,500.00	2,500.00	-
Other non-operating revenue (expense)	-	-	-
Debt Service Transfers	(356,997.20)	(356,792.02)	(205.18)
Operating Transfers, net	28,386.00	28,386.00	-
<b>Net Non-operating Revenues</b>	<u>(326,111.20)</u>	<u>(325,906.02)</u>	<u>(205.18)</u>
<b>Increase (Decrease) in Net Position</b>	<u>\$ 271,912.91</u>	<u>\$ 193,389.25</u>	<u>\$ 78,523.66</u>

**Missouri State University**  
**Operating Budget**  
**Bill R Foster and Family Recreation Center**  
**For the Year Ending June 30, 2018**

	<u>FY18</u>	<u>FY17</u>	<u>Change</u>
<b>Operating Revenue</b>			
Tuition and fees	\$ 2,844,000.00	\$ 2,773,000.00	\$ 71,000.00
Scholarships and fellowships	-	-	-
Grants and contracts	-	-	-
Sales and services of educational services	-	-	-
Sales and services - auxiliaries	239,500.00	233,500.00	6,000.00
Other revenues	248,686.00	251,512.00	(2,826.00)
<b>Total Operating Revenue</b>	<u>3,332,186.00</u>	<u>3,258,012.00</u>	<u>74,174.00</u>
<b>Operating Expenses</b>			
Faculty and Staff Salaries	534,772.00	529,368.00	5,404.00
Part-time help	22,000.00	22,000.00	-
Student help	462,200.00	496,700.00	(34,500.00)
Overtime	1,000.00	2,500.00	(1,500.00)
Graduate Assistants	96,876.00	58,040.00	38,836.00
Other personnel	582,076.00	579,240.00	2,836.00
Benefits	233,442.20	206,297.14	27,145.06
Utilities	173,005.00	167,912.00	5,093.00
Capital outlay	100,000.00	100,000.00	-
Travel	26,600.00	26,600.00	-
Supplies and services	283,151.00	280,415.00	2,736.00
Other	54,300.00	54,700.00	(400.00)
Bad debt expense	-	-	-
Supplies and services	464,051.00	461,715.00	2,336.00
<b>Total Operating Expenses</b>	<u>1,987,346.20</u>	<u>1,944,532.14</u>	<u>42,814.06</u>
<b>Operating Income (Loss)</b>	<u>1,344,839.80</u>	<u>1,313,479.86</u>	<u>31,359.94</u>
<b>Other Non-operating Revenues (Expenses)</b>			
State appropriations	-	-	-
Gifts	247,500.00	247,500.00	-
Investment income	-	-	-
Other non-operating revenue (expense)	-	-	-
Debt Service Transfers	(1,144,599.00)	(1,151,170.00)	6,571.00
Operating Transfers, net	-	-	-
<b>Net Non-operating Revenues</b>	<u>(897,099.00)</u>	<u>(903,670.00)</u>	<u>6,571.00</u>
<b>Increase (Decrease) in Net Position</b>	<u>\$ 447,740.80</u>	<u>\$ 409,809.86</u>	<u>\$ 37,930.94</u>



**Missouri  
State**<sup>TM</sup>

**U N I V E R S I T Y**

**WEST PLAINS CAMPUS  
OPERATING & AUXILIARY**

***YEAR ENDING JUNE 30, 2018***

Missouri State University  
 Operating Budget  
 West Plains Funds  
 For the Year Ending June 30, 2018

	West Plains Operating	West Plains Designated	West Plains Auxiliary	FY18	FY17	Change
<b>Operating Revenue</b>						
Tuition and fees	\$ 4,621,689.00	\$ -	\$ 75,250.00	\$ 4,696,939.00	\$ 4,708,439.00	\$ (11,500.00)
Scholarships and fellowships	(443,600.00)	-	(45,500.00)	(489,100.00)	(498,856.00)	9,756.00
Grants and contracts	-	-	-	-	-	-
Sales and services of educational services	141,000.00	-	-	141,000.00	141,000.00	-
Sales and services - auxiliaries	-	-	1,326,374.00	1,326,374.00	709,841.00	616,533.00
Other revenues	29,241.00	-	50,338.00	79,579.00	49,579.00	30,000.00
<b>Total Operating Revenue</b>	<b>4,348,330.00</b>	<b>-</b>	<b>1,406,462.00</b>	<b>5,754,792.00</b>	<b>5,110,003.00</b>	<b>644,789.00</b>
<b>Operating Expenses</b>						
Faculty and Staff Salaries	5,733,636.25	304,971.50	279,132.00	6,317,739.75	6,484,960.40	(167,220.65)
Part-time help	297,610.00	25,000.00	14,280.00	336,890.00	334,950.00	1,940.00
Student help	117,981.00	-	57,305.00	175,286.00	161,561.00	13,725.00
Overtime	4,541.00	-	-	4,541.00	4,541.00	-
Graduate Assistants	-	-	-	-	-	-
Other personnel	420,132.00	25,000.00	71,585.00	516,717.00	501,052.00	15,665.00
Benefits	1,969,519.91	109,339.20	101,727.32	2,180,586.43	2,098,436.24	82,150.19
Utilities	261,704.00	-	47,280.00	308,984.00	338,984.00	(30,000.00)
Capital outlay	66,915.00	-	-	66,915.00	75,915.00	(9,000.00)
Travel	78,204.00	-	3,700.00	81,904.00	138,294.00	(56,390.00)
Supplies and services	602,737.00	33,599.00	194,093.30	830,429.30	892,380.80	(61,951.50)
Other	637,914.00	12,090.00	468,510.00	1,118,514.00	766,024.00	352,490.00
Bad debt expense	30,000.00	-	-	30,000.00	30,000.00	-
Supplies and services	1,415,770.00	45,689.00	666,303.30	2,127,762.30	1,902,613.80	225,148.50
<b>Total Operating Expenses</b>	<b>9,800,762.16</b>	<b>484,999.70</b>	<b>1,166,027.62</b>	<b>11,451,789.48</b>	<b>11,326,046.44</b>	<b>125,743.04</b>
<b>Operating Income (Loss)</b>	<b>(5,452,432.16)</b>	<b>(484,999.70)</b>	<b>240,434.38</b>	<b>(5,696,997.48)</b>	<b>(6,216,043.44)</b>	<b>519,045.96</b>
<b>Other Non-operating Revenues (Expenses)</b>						
State appropriations	5,341,207.00	485,000.00	-	5,826,207.00	6,294,199.00	(467,992.00)
Gifts	45,000.00	-	-	45,000.00	45,000.00	-
Investment income	30,000.00	-	5,150.00	35,150.00	35,150.00	-
Other non-operating revenue (expense)	-	-	-	-	-	-
Debt Service Transfers	(39,043.75)	-	(72,660.54)	(111,704.29)	(111,704.29)	-
Operating Transfers, net	137,606.00	-	(137,606.00)	-	-	-
<b>Net Non-operating Revenues</b>	<b>5,514,769.25</b>	<b>485,000.00</b>	<b>(205,116.54)</b>	<b>5,794,652.71</b>	<b>6,262,644.71</b>	<b>(467,992.00)</b>
<b>Increase (Decrease) in Net Position</b>	<b>62,337.09</b>	<b>0.30</b>	<b>35,317.84</b>	<b>97,655.23</b>	<b>46,601.27</b>	<b>51,053.96</b>
<b>Non-Recurring Allocations included in FY18 Budget</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Increase (Decrease) in Net Position excluding non-recurring</b>	<b>\$ 62,337.09</b>	<b>\$ 0.30</b>	<b>\$ 35,317.84</b>	<b>\$ 97,655.23</b>	<b>\$ 46,601.27</b>	<b>\$ 51,053.96</b>



**Missouri State University**  
**Operating Budget**  
**West Plains Operating**  
**For the Year Ending June 30, 2018**

	<u>FY18</u>	<u>FY17</u>	<u>Change</u>
<b>Operating Revenue</b>			
Tuition and fees	\$ 4,621,689.00	\$4,620,189.00	\$ 1,500.00
Scholarships and fellowships	(443,600.00)	(475,600.00)	32,000.00
Grants and contracts	-	-	-
Sales and services of educational services	141,000.00	141,000.00	-
Sales and services - auxiliaries	-	-	-
Other revenues	29,241.00	29,241.00	-
<b>Total Operating Revenue</b>	<u>4,348,330.00</u>	<u>4,314,830.00</u>	<u>33,500.00</u>
<b>Operating Expenses</b>			
Faculty and Staff Salaries	5,733,636.25	6,034,134.34	(300,498.09)
Part-time help	297,610.00	314,220.00	(16,610.00)
Student help	117,981.00	101,981.00	16,000.00
Overtime	4,541.00	4,541.00	-
Graduate Assistants	-	-	-
Other personnel	420,132.00	420,742.00	(610.00)
Benefits	1,969,519.91	1,947,708.62	21,811.29
Utilities	261,704.00	291,704.00	(30,000.00)
Capital outlay	66,915.00	75,915.00	(9,000.00)
Travel	78,204.00	135,394.00	(57,190.00)
Supplies and services	602,737.00	673,893.00	(71,156.00)
Other	637,914.00	685,814.00	(47,900.00)
Bad debt expense	30,000.00	30,000.00	-
Supplies and services	1,415,770.00	1,601,016.00	(185,246.00)
<b>Total Operating Expenses</b>	<u>9,800,762.16</u>	<u>10,295,304.96</u>	<u>(494,542.80)</u>
<b>Operating Income (Loss)</b>	<u>(5,452,432.16)</u>	<u>(5,980,474.96)</u>	<u>528,042.80</u>
<b>Other Non-operating Revenues (Expenses)</b>			
State appropriations	5,341,207.00	5,809,199.00	(467,992.00)
Gifts	45,000.00	45,000.00	-
Investment income	30,000.00	30,000.00	-
Other non-operating revenue (expense)	-	-	-
Debt Service Transfers	(39,043.75)	(39,043.75)	-
Operating Transfers, net	137,606.00	137,606.00	-
<b>Net Non-operating Revenues</b>	<u>5,514,769.25</u>	<u>5,982,761.25</u>	<u>(467,992.00)</u>
<b>Increase (Decrease) in Net Position</b>	62,337.09	2,286.29	60,050.80
<b>Non-Recurring Allocations included in FY18 Budget</b>	-	-	-
<b>Increase (Decrease) in Net Position excluding non-recurring</b>	<u>\$ 62,337.09</u>	<u>\$ 2,286.29</u>	<u>\$ 60,050.80</u>

Missouri State University  
 Operating Budget  
 West Plains Auxiliary Funds  
 For the Year Ending June 30, 2018

	<u>Bookstore</u>	<u>Food Service</u>	<u>Residence Life</u>	<u>Recreation Center</u>	<u>FY18</u>	<u>FY17</u>	<u>Change</u>
<b>Operating Revenue</b>							
Tuition and fees	\$ -	\$ -	\$ -	\$ 75,250.00	\$ 75,250.00	\$ 88,250.00	\$ (13,000.00)
Scholarships and fellowships	-	-	(45,500.00)	-	(45,500.00)	(23,256.00)	(22,244.00)
Grants and contracts	-	-	-	-	-	-	-
Sales and services of educational services	-	-	-	-	-	-	-
Sales and services - auxiliaries	292,901.00	189,840.00	841,633.00	2,000.00	1,326,374.00	709,841.00	616,533.00
Other revenues	900.00	200.00	35,000.00	14,238.00	50,338.00	20,338.00	30,000.00
<b>Total Operating Revenue</b>	<u>293,801.00</u>	<u>190,040.00</u>	<u>831,133.00</u>	<u>91,488.00</u>	<u>1,406,462.00</u>	<u>795,173.00</u>	<u>611,289.00</u>
<b>Operating Expenses</b>							
Faculty and Staff Salaries	108,462.25	60,573.25	110,096.50	-	279,132.00	198,684.84	80,447.16
Part-time help	-	4,000.00	10,280.00	-	14,280.00	15,730.00	(1,450.00)
Student help	14,000.00	16,055.00	-	27,250.00	57,305.00	59,580.00	(2,275.00)
Overtime	-	-	-	-	-	-	-
Graduate Assistants	-	-	-	-	-	-	-
Other personnel	14,000.00	20,055.00	10,280.00	27,250.00	71,585.00	75,310.00	(3,725.00)
Benefits	39,219.94	22,696.49	39,810.89	-	101,727.32	67,516.05	34,211.27
Utilities	4,100.00	5,740.00	31,200.00	6,240.00	47,280.00	47,280.00	-
Capital outlay	-	-	-	-	-	-	-
Travel	3,100.00	600.00	-	-	3,700.00	2,900.00	800.00
Supplies and services	21,260.00	74,518.30	96,315.00	2,000.00	194,093.30	140,579.30	53,514.00
Other	7,600.00	2,000.00	458,660.00	250.00	468,510.00	13,510.00	455,000.00
Bad debt expense	-	-	-	-	-	-	-
Supplies and services	31,960.00	77,118.30	554,975.00	2,250.00	666,303.30	156,989.30	509,314.00
<b>Total Operating Expenses</b>	<u>197,742.19</u>	<u>186,183.04</u>	<u>746,362.39</u>	<u>35,740.00</u>	<u>1,166,027.62</u>	<u>545,780.19</u>	<u>620,247.43</u>
<b>Operating Income (Loss)</b>	<u>96,058.81</u>	<u>3,856.96</u>	<u>84,770.61</u>	<u>55,748.00</u>	<u>240,434.38</u>	<u>249,392.81</u>	<u>(8,958.43)</u>
<b>Other Non-operating Revenues (Expenses)</b>							
State appropriations	-	-	-	-	-	-	-
Gifts	-	-	-	-	-	-	-
Investment income	4,100.00	550.00	500.00	-	5,150.00	5,150.00	-
Other non-operating revenue (expense)	-	-	-	-	-	-	-
Debt Service Transfers	-	-	-	(72,660.54)	(72,660.54)	(72,660.54)	-
Operating Transfers, net	(78,320.00)	-	(59,286.00)	-	(137,606.00)	(137,606.00)	-
<b>Net Non-operating Revenues</b>	<u>(74,220.00)</u>	<u>550.00</u>	<u>(58,786.00)</u>	<u>(72,660.54)</u>	<u>(205,116.54)</u>	<u>(205,116.54)</u>	<u>-</u>
<b>Increase (Decrease) in Net Position</b>	<u>\$ 21,838.81</u>	<u>\$ 4,406.96</u>	<u>\$ 25,984.61</u>	<u>\$ (16,912.54)</u>	<u>\$ 35,317.84</u>	<u>\$ 44,276.27</u>	<u>\$ (8,958.43)</u>

**Missouri State University**  
**Operating Budget**  
**West Plains Bookstore**  
**For the Year Ending June 30, 2018**

	<u>FY18</u>	<u>FY17</u>	<u>Change</u>
<b>Operating Revenue</b>			
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	-
<b>Total Operating Revenue</b>	<u>293,801.00</u>	<u>293,801.00</u>	<u>-</u>
<b>Operating Expenses</b>			
Faculty and Staff Salaries	108,462.25	109,198.19	(735.94)
Part-time help	-	1,700.00	(1,700.00)
Student help	14,000.00	12,275.00	1,725.00
Overtime	-	-	-
Graduate Assistants	-	-	-
Other personnel	14,000.00	13,975.00	25.00
Benefits	39,219.94	36,921.04	2,298.90
Utilities	4,100.00	4,100.00	-
Capital outlay	-	-	-
Travel	3,100.00	2,300.00	800.00
Supplies and services	21,260.00	19,496.00	1,764.00
Other	7,600.00	7,600.00	-
Bad debt expense	-	-	-
Supplies and services	31,960.00	29,396.00	2,564.00
<b>Total Operating Expenses</b>	<u>197,742.19</u>	<u>193,590.23</u>	<u>(4,151.96)</u>
<b>Operating Income (Loss)</b>	<u>96,058.81</u>	<u>100,210.77</u>	<u>4,151.96</u>
<b>Other Non-operating Revenues (Expenses)</b>			
State appropriations	-	-	-
Gifts	-	-	-
Investment income	4,100.00	4,100.00	-
Other non-operating revenue (expense)	-	-	-
Debt Service Transfers	-	-	-
Operating Transfers, net	(78,320.00)	(78,320.00)	-
<b>Net Non-operating Revenues</b>	<u>(74,220.00)</u>	<u>(74,220.00)</u>	<u>-</u>
<b>Increase (Decrease) in Net Position</b>	<u>\$ 21,838.81</u>	<u>\$ 25,990.77</u>	<u>\$ 4,151.96</u>

**Missouri State University**  
**Operating Budget**  
**West Plains Food Service**  
**For the Year Ending June 30, 2018**

	<u>FY18</u>	<u>FY17</u>	<u>Change</u>
<b>Operating Revenue</b>			
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	-
<b>Total Operating Revenue</b>	<u>190,040.00</u>	<u>190,040.00</u>	<u>-</u>
<b>Operating Expenses</b>			
Faculty and Staff Salaries	60,573.25	59,958.38	614.87
Part-time help	4,000.00	-	4,000.00
Student help	16,055.00	20,055.00	(4,000.00)
Overtime	-	-	-
Graduate Assistants	-	-	-
Other personnel	20,055.00	20,055.00	-
Benefits	22,696.49	20,201.65	2,494.84
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	-
<b>Total Operating Expenses</b>	<u>186,183.04</u>	<u>183,073.33</u>	<u>3,109.71</u>
<b>Operating Income (Loss)</b>	<u>3,856.96</u>	<u>6,966.67</u>	<u>(3,109.71)</u>
<b>Other Non-operating Revenues (Expenses)</b>			
State appropriations	-	-	-
Gifts	-	-	-
Investment income	550.00	550.00	-
Other non-operating revenue (expense)	-	-	-
Debt Service Transfers	-	-	-
Operating Transfers, net	-	-	-
<b>Net Non-operating Revenues</b>	<u>550.00</u>	<u>550.00</u>	<u>-</u>
<b>Increase (Decrease) in Net Position</b>	<u>\$ 4,406.96</u>	<u>\$ 7,516.67</u>	<u>\$ (3,109.71)</u>

**Missouri State University**  
**Operating Budget**  
**West Plains Residence Life**  
**For the Year Ending June 30, 2018**

	<u>FY18</u>	<u>FY17</u>	<u>Change</u>
<b>Operating Revenue</b>			
Tuition and fees	\$ -	\$ -	\$ -
Scholarships and fellowships	(45,500.00)	(23,256.00)	(22,244.00)
Grants and contracts	-	-	-
Sales and services of educational services	-	-	-
Sales and services - auxiliaries	841,633.00	224,600.00	617,033.00
Other revenues	35,000.00	5,000.00	30,000.00
<b>Total Operating Revenue</b>	<u>831,133.00</u>	<u>206,344.00</u>	<u>624,789.00</u>
<b>Operating Expenses</b>			
Faculty and Staff Salaries	110,096.50	29,528.27	80,568.23
Part-time help	10,280.00	10,280.00	-
Student help	-	-	-
Overtime	-	-	-
Graduate Assistants	-	-	-
Other personnel	10,280.00	10,280.00	-
Benefits	39,810.89	10,108.73	29,702.16
Utilities	31,200.00	31,200.00	-
Capital outlay	-	-	-
Travel	-	-	-
Supplies and services	96,315.00	46,315.00	50,000.00
Other	458,660.00	3,660.00	455,000.00
Bad debt expense	-	-	-
Supplies and services	554,975.00	49,975.00	505,000.00
<b>Total Operating Expenses</b>	<u>746,362.39</u>	<u>131,092.00</u>	<u>615,270.39</u>
<b>Operating Income (Loss)</b>	<u>84,770.61</u>	<u>75,252.00</u>	<u>9,518.61</u>
<b>Other Non-operating Revenues (Expenses)</b>			
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)	-
<b>Net Non-operating Revenues</b>	<u>(58,786.00)</u>	<u>(58,786.00)</u>	<u>-</u>
<b>Increase (Decrease) in Net Position</b>	<u>\$ 25,984.61</u>	<u>\$ 16,466.00</u>	<u>\$ 9,518.61</u>

**Missouri State University**  
**Operating Budget**  
**West Plains Recreation Center**  
**For the Year Ending June 30, 2018**

	<u>FY18</u>	<u>FY17</u>	<u>Change</u>
<b>Operating Revenue</b>			
Tuition and fees	\$ 75,250.00	\$ 88,250.00	\$ (13,000.00)
Scholarships and fellowships	-	-	-
Grants and contracts	-	-	-
Sales and services of educational services	-	-	-
Sales and services - auxiliaries	2,000.00	2,500.00	(500.00)
Other revenues	14,238.00	14,238.00	-
<b>Total Operating Revenue</b>	<u>91,488.00</u>	<u>104,988.00</u>	<u>(13,500.00)</u>
<b>Operating Expenses</b>			
Faculty and Staff Salaries	-	-	-
Part-time help	-	3,750.00	(3,750.00)
Student help	27,250.00	27,250.00	-
Overtime	-	-	-
Graduate Assistants	-	-	-
Other personnel	27,250.00	31,000.00	(3,750.00)
Benefits	-	284.63	(284.63)
Utilities	6,240.00	6,240.00	-
Capital outlay	-	-	-
Travel	-	-	-
Supplies and services	2,000.00	250.00	1,750.00
Other	250.00	250.00	-
Bad debt expense	-	-	-
Supplies and services	2,250.00	500.00	1,750.00
<b>Total Operating Expenses</b>	<u>35,740.00</u>	<u>38,024.63</u>	<u>(2,284.63)</u>
<b>Operating Income (Loss)</b>	<u>55,748.00</u>	<u>66,963.37</u>	<u>(11,215.37)</u>
<b>Other Non-operating Revenues (Expenses)</b>			
State appropriations	-	-	-
Gifts	-	-	-
Investment income	-	-	-
Other non-operating revenue (expense)	-	-	-
Debt Service Transfers	(72,660.54)	(72,660.54)	-
Operating Transfers, net	-	-	-
<b>Net Non-operating Revenues</b>	<u>(72,660.54)</u>	<u>(72,660.54)</u>	<u>-</u>
<b>Increase (Decrease) in Net Position</b>	<u>\$ (16,912.54)</u>	<u>\$ (5,697.17)</u>	<u>\$ (11,215.37)</u>

VI.A.

**Missouri State University Board of Governors  
June 23, 2017 meeting**

**Report by Dr. Drew Bennett  
Chancellor, West Plains Campus**

- Making Our Missouri Statement Moment – Rosemary Driscoll, Brandsville, Missouri
- Report from the West Plains Faculty Senate
- Report from the West Plains Staff Senate
- Report from the West Plains Student Government Association
- Approval of Memorandum of Understanding with the City of West Plains and West Plains R-7 School District for Use of the Greater Ozarks Center for Advanced Technology (GOCAT) Facility

VI.A.5.

**RECOMMENDED ACTION** - Approval of a Memorandum of Understanding between Missouri State University-West Plains, the City of West Plains, and the West Plains R-7 School District concerning the use of a facility owned by the City of West Plains and housing the Greater Ozarks Center for Advanced Technology, where courses and programs offered both solely by Missouri State University-West Plains and in cooperation with the West Plains R-7 School District's South Central Career Center will be located.

The following resolution was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_.

**WHEREAS**, Missouri State University-West Plains has developed and approved courses and programs in advanced technology and other workforce development areas;

**WHEREAS**, Missouri State University-West Plains has entered into an educational consortium with the West Plains R-7 School District's South Central Career Center for the joint offering of some of the courses and programs;

**WHEREAS**, Missouri State University-West Plains and the West Plains R-7 School District require an off-campus facility for the offering of these programs and the housing of the equipment required to educate and train students in these programs; and

**WHEREAS**, the City of West Plains owns a facility that, with improvements made by the City through the use of City funds and other grant monies, is well-equipped for housing these programs.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Governors for Missouri State University that the University be authorized to enter into a cooperative agreement, effective immediately, with the City of West Plains and the West Plains R-7 School District for the purpose of establishing a Memorandum of Understanding concerning the use of the City-owned facility, known now as the Greater Ozarks Center for Advanced Technology or GOCAT, to house the courses and programs offered by Missouri State University-West Plains and in cooperation with the West Plains R-7 School District's South Central Career Center;

**BE IT FURTHER RESOLVED** that the attached Memorandum of Understanding be approved; and

**BE IT FURTHER RESOLVED** that the Chancellor of the West Plains campus be authorized to sign the Memorandum of Understanding, incorporated herein by reference, and perform those acts necessary to carry out and perform the terms of the agreement.

**VOTE:**      **AYE** \_\_\_\_\_

**NAY** \_\_\_\_\_

**COMMENTS:**

It is recommended that this Memorandum of Understanding be approved.



## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING, referred to as "MOU", made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2017, between THE CITY OF WEST PLAINS, MISSOURI referred to as "City," and THE BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY–WEST PLAINS, referred to as "University" and THE BOARD OF EDUCATION OF WEST PLAINS R-7 SCHOOL DISTRICT, referred to as "R-7."

### WITNESSETH:

- 1) Now, therefore, City does agree to let unto University and R-7, at no cost, the following described real estate located at 125 North Howell Avenue, West Plains in Howell County, Missouri, referred to as the "Premises":

Beginning in the center of an access road at the south line of Cleveland Street and the north line of Broadway Avenue, thence in a northeasterly direction perpendicular to Broadway Avenue to the south line of Burlington Northern Railroad, thence in a southeasterly direction along the south line of said railroad to the west line of Howell Avenue, thence in a southerly direction along the west line of said Howell Avenue to the north line of said Broadway Avenue, thence in a northwesterly direction along Broadway Avenue to the point of beginning, same being part of Lots 1, 2, 3, 4 and 5 in R. G. Smith Subdivision of part of SW  $\frac{1}{4}$  of SE  $\frac{1}{4}$  of Section 21, Township 24, Range 8 ; a part of Lots 1, 2 and 3 in Block 1 and Lots 1, 2, 3, 4, 5, 6 and 7 in Block 2 of Williams Addition to the City of West Plains, Missouri; a part of Lots 2 and 3 of Plez James' Subdivision of SW  $\frac{1}{4}$  of SE  $\frac{1}{4}$  of Section 21, Township 24, Range 8; and a part of the SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 21, Township 24, Range 8.

- 2) The term of this MOU shall be for a period of two (2) years, commencing on July 1, 2017, and expiring at midnight on June 30, 2019, provided, however, the parties may agree to additional one (1) year extensions as might be negotiated by the City, University, and R-7.
- 3) The City shall provide access to the Premises to the University and R-7 for purposes of conducting activities associated with the educational and training courses and programs to be delivered at the Premises (to be known upon the approval of this MOU as the "Greater Ozarks Center for Advanced Technology" or GOCAT) for the purpose of workforce development.
- 4) At any time during the term of this MOU, any party may terminate this MOU by providing each of the other parties at least ninety (90) days prior written notice of its intent to terminate, and this MOU shall terminate upon the expiration of the ninety (90) day period, as specified by notice, with no further obligations due from any party. Should a Party other than City seek termination, then the other non-terminating party may, if agreed to by the City, continue this MOU without the other party. Notwithstanding the foregoing, however, every effort will be made to minimize the interference or cancellation of any established instructional class under the GOCAT program. The Parties agree to reasonably work together to facilitate a reasonable completion of all instructional programs that might be affected by termination of this MOU.
- 5) In the event City desires to sell the Premises during the term of this MOU, City agrees to give University and R-7 a notice in writing of at least ninety (90) days before placing the Premises on the market. University and R-7 shall have a right to purchase the Premises at fair market value and shall have the right of first refusal before the City enters into an agreement for the sale of the Premises.
- 6) City covenants and agrees as follows:
  - a) City is the owner of the Premises and has good right to lease the same and will warrant and defend the leasehold interest created in favor of University and R-7.

- b) City shall deliver the Premises to University and R-7 in a safe, clean, dry and habitable condition and in good order and repair, including electrical, plumbing, and all other facilities serving the Premises.
  - c) University and R-7 may peacefully and quietly hold and enjoy the Premises during the term without any interruption from City or any other persons claiming under City, subject, however, to the right of City to inspect the Premises at reasonable times and intervals, upon reasonable notice to University and R-7.
  - d) City shall maintain the HVAC, electrical, plumbing, roof, and outdoor area of the Premises. City agrees to maintain the Premises so that the building is dry and habitable at all times.
  - e) City agrees to pay for all utility services for the Premises during the term of this MOU.
  - f) City shall, at its expense, before commencement of the term of this MOU, have the air conditioning, heating, electrical, and plumbing equipment ("equipment") serving the Premises inspected and placed in good operating condition. The equipment will be maintained by City at its expense. Should replacement of equipment become necessary through ordinary wear and tear or otherwise, City, at its expense, agrees to replace same with another or others of at least equal efficiency and capacity to present equipment.
  - g) City shall maintain during the term of this MOU standard property and casualty insurance, insuring the Premises against fire and other casualty for the full value of the building and improvements. In the event of a casualty loss that cannot be repaired within sixty (60) days, this MOU will terminate and any insurance proceeds shall be retained by City. The City shall carry liability insurance with regard to the Premises. R-7 shall maintain during the term of this MOU standard insurance for the full value of University-owned and R-7 owned contents of the facility. University, as a state institution of higher education, does not maintain general liability insurance; instead, University relies on the State Legal Expense Fund, as set forth in Mo. Rev. Stat. § 105.711, as administered by the Office of the Missouri Attorney General.
  - h) Property taxes, if any, shall be paid by City.
  - i) City covenants and agrees that at its own expense, and without any right of reimbursement from University or R-7, it shall effect such improvements, alterations, repairs, additions or replacements to the exterior areas of the Premises to fully and timely comply with the requirements of all governmental authorities applicable to the exterior areas, including, without limitation, planning and zoning rules and regulations, building, health and fire codes, the "American with Disabilities Act" of 1990 as amended, and the Federal regulations promulgated thereunder (the "Disabilities Act").
  - j) With respect to the Disabilities Act, the parties agree as follows:
    - (i) Each party shall have responsibility under the Disabilities Act for its own standards, criteria, policies, practices, and procedures as it relates to the instruction of GOCAT students. University and R-7 shall have the responsibility for the provision of "auxiliary aids and services" (as such term is used in the Disabilities Act) to its specific student base, if and to the extent required in connection with its operation of its business on the Premises.
    - (ii) City shall have responsibility for the removal of barriers where such removal is required by the Disabilities Act.
    - (iii) Where barrier removal is not required by the Disabilities Act, but the use of alternative methods of providing access is required, City, University, or R-7 will agree to the use of such methods except to the extent that the Disabilities Act required alternative methods that involve services by University's/R-7's employees for the retrieval or delivery of University's/R-7's inventory, at the University's expense.
  - k) City agrees to provide the necessary installation and other specifications for the provision of fiber optic telecommunication lines to the Premises pursuant to Schedule 1, incorporated herein by reference.
- 7) University and R-7 covenant and agree as follows:
- a) The University and R-7, during the term of this MOU, may renovate, remodel, recondition, rehabilitate, convert, change, and alter the interior of the Premises, attach fixtures, and make any improvements at the expense of the University or R-7, and University or R-7 shall have full power and right, at any time during the term of this MOU, provided University or R-7 is not then in default in the performance of any of its obligations, to tear down, remove any fixture on the Premises, or

to alter or change the same in material respects, at the University's or R-7's expense; *provided, however,* that these rights may be exercised only in accordance with plans and specifications submitted to and approved in writing by City. All such renovating, remodeling, reconditioning, rehabilitating, converting, changing, and altering of the Premises, and all additions, structures, and fixtures added to the Premises by the University or R-7 which are remaining at the termination of this MOU, shall then become the property of City.

- b) University or R-7 may erect such signs on or about the Premises as shall conform with applicable ordinances.
  - c) University agrees to provide custodial services for the interior of the Premises during the term of this MOU.
  - d) University represents that it is protected by the State Legal Expense Fund, 105.711 RS Mo et seq. University agrees to assume responsibility for its own acts during the performance of this MOU and will not be responsible for the acts of City or R-7.
  - e) R-7 agrees to assume responsibility for its own acts during the performance of this MOU and will not be responsible for the acts of City or University.
- 8) University Agrees as follows:
- a) University agrees to provide the necessary support and other assistance as more fully described in Schedule 1, incorporated herein by reference.
- 9) No Party to this MOU will 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 or through this MOU.
- 10) In the event that it shall become necessary for City, University, or R-7 to institute legal action as a result of the default by a party under any terms of this MOU, the prevailing party shall be entitled to court and legal fees, including a reasonable attorney's fee.
- 11) Any notices authorized or required to be given may be personally delivered to the addresses below or by depositing the same in the United States Mail, postage prepaid, Certified Mail, Return Receipt Requested, and if intended for City, addressed as follows: City of West Plains, Attention: Tom Stehn, 1910 Holiday Lane, P.O. Box 710, West Plains, MO 65775; if addressed to University, addressed as follows: Missouri State University-West Plains; Attention, Scott Schneider, 128 Garfield Avenue, West Plains, MO 65775; and if addressed to R-7, addressed as follows: West Plains R-7 School District; Attention, Dr. John Mulford, 305 Valley View Drive, West Plains, MO 65775. Properly addressed and mailed, delivery shall be deemed upon mailing.
- 12) This MOU may be modified or extended only as provided in the MOU.
- 13) This MOU shall be binding upon the parties, their successors, and assigns.
- 14) This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri and may be enforced in any state or federal court of competent jurisdiction located in Missouri.

[Remainder of the Page Intentionally Left Blank – Signature Page to Follow]

**IN WITNESS WHEREOF**, the parties, by their duly authorized representatives, have hereunto set their hands the day and year first above written.

THE CITY OF WEST PLAINS, MISSOURI,

By: \_\_\_\_\_  
Date

BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY-  
WEST PLAINS,

By: \_\_\_\_\_  
Date

BOARD OF EDUCATION OF WEST PLAINS R-7 SCHOOL DISTRICT,

By: \_\_\_\_\_  
Date

## Schedule 1

The City and University are parties to an MOU of which this Schedule 1 is incorporated by reference. In furtherance of that MOU, the City agrees to provide the use of commutation lines ("Dark Fiber") in accordance with the following guidelines for two fiscal years. If minimum use guidelines are not met, the University reserves the right to initiate actions to terminate.

1. In support of these cooperative activities, University will install at the City's location, communications equipment to aid in the delivery of University campus IP Network. The City will be responsible for providing, securing and maintaining 2 single mode fiber optic lines. The installation and other specification as follows:

### City Responsibilities:

- Provide 1 Pair Single Mode Dark Fiber between the West Plains Civic Center and the GOCAT building.
- Provide termination of fiber optics in enclosed LIU and supply connection for LC type Fiber patch cables.
- Maintain NECA/FOA-301 standard installing fiber optics and termination.

### University Equipment Responsibilities:

- Connections from City of West Plains Fiber Optic LIU to Networking Rack equipment.
- Building Router, Networking Switch or Switches.
- (2) Wireless Access Points.
- Provide (40) Cat5/CAT6 network cable drops.
- Classroom Computers approx. 35.
- 3- Classroom Computers
- 3- Classroom Projections systems.
- Other Manufacturing equipment networking connections as needed.

University will then provide installation and support services for the MSU IP Network. University IT services will maintain the Desktop computer systems and IP Network equipment within the City's location. The University IP networking equipment will consist of, but not be limited to: 1- building network 24 port router, 1 – building switch 24 port, Wall Rack for network equipment, 1 pair 200 foot single mode fiber connection between the City's "Dark Fiber" LIU location and University IP equipment rack location inside the building. The City will notify University if the City requires any additional hardware or software to be installed on or with the City's fiber network. If additional hardware or software is required, a University Technician will work with the City's Technician in the implementation of additional equipment. Maintenance of the City's supplied items is the City's responsibility. Maintenance includes but is not limited to: replacement of Fiber Optic cable and all Connections directly related to the Fiber Optic cable and its components. University will report damaged, missing or inoperative equipment to the City and other entities within 24 hours of occurrence.

2. The City will supply the necessary Fiber Optic lines for connectivity to the MSU LIU DEMARC location. The City must provide two (2) DARK FIBERS with LC connections. The City will provide use of Fiber Optics at no charge to University.
3. University and City understand that this Schedule will terminate upon termination of the MOU to which it is incorporated. Should the MOU be renewed for additional periods, then this Schedule will also be renewed. Either party may cancel this Schedule at any time upon sixty (60) day written notice, pursuant to the MOU. Upon termination of the Schedule, all equipment, hardware and software will be returned to University in proper working order. All reimbursement percentage requests (if any) for payments will cease. The City agrees to maintain at its sole expense and at no charge to University its owned lines through the duration of the MOU, and any renewal periods.

VII.A.

**FACULTY SENATE REPORT**

Dr. Cynthia MacGregor, Chairperson for the Faculty Senate, will make a report to the Board of Governors. The report will be made within the guidelines approved at the October 21, 1983, meeting of the Board of Regents.

VII.B.

**Report from the Provost**

Provost Frank Einhellig's report will include updates and comments regarding Academic Affairs (with input from Matt Morris on item 2)

- 1) Resolution for 2017-2018 Faculty Handbook revisions
- 2) Resolution of Amendments to the Employee Handbook
- 2) Resolution for Master of Athletic Training
- 3) Student research Forums
  - Graduate College Interdisciplinary Research Forum
  - College of Natural and Applied Science Undergraduate Research
  - College of Health and Human Services Undergraduate Research

VII.B.1.

**RECOMMENDED ACTION – Faculty Handbook Proposed Revisions, Handbook Sections 3.3.1; 3.10; 3.11; 6.6.6; 6.6.7.1; 6.6.7.2; 6.6.7.3; 6.6.7.4; 6.6.7.5; 8.1 and 11.5**

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 Sections **3.3.1; 3.10; 3.11; 6.6.6; 6.6.7.1; 6.6.7.2; 6.6.7.3; 6.6.7.4; 6.6.7.5; 8.1 and 11.5** of the Faculty Handbook should be revised; and

**WHEREAS**, the proposed changes will provide additional benefits for 9 and 12 month faculty as outlined in the attached as Exhibits A through G;

**NOW, THEREFORE, BE IT RESOLVED** that Sections **3.3.1; 3.10; 3.11; 6.6.6; 6.6.7.1; 6.6.7.2; 6.6.7.3; 6.6.7.4; 6.6.7.5; 8.1 and 11.5** which are attached as Exhibits A through G be approved as submitted.

**VOTE:**        **AYE** \_\_\_\_\_  
                  **NAY** \_\_\_\_\_

**EXECUTIVE SUMMARY:**

Format explanation: Strikeouts indicate language being removed. Text that is bold and underlined indicate a change and/or addition.

- **EXHIBIT A:** Revision to Section 3.3.1. **Assistant Professor**  
Criteria for Tenure and Promotion:  
In addition to meeting years-of-service requirements, those seeking tenure and/or promotion must have demonstrated sustained effectiveness in Teaching, Research, and Service as defined in the Assistant Professor rank. (Refer to Sections 3 and 4 for criteria for promotion.) It is assumed that a faculty member hired as an assistant professor will concurrently seek tenure and promotion. ~~Faculty hired before January 1, 2007, have the option of a six- or seven-year probationary period.~~
  
- **EXHIBIT B:** Revision to Section 3.10. **Non-Reappointment of Tenure-Track Faculty during the Probationary Period**  
Non-reappointment decisions will be reached according to procedures described in Section 4 Faculty Evaluations. Notice of nonrenewal of ~~contract~~ **appointment**, or of intention not to recommend renewal of ~~contract~~ **appointment**, shall be given in writing by the Provost in accordance with the AAUP "Standards for Notice of Non-reappointment" described in Section 4.6.1.
  
- **EXHIBIT C:** Revision to Section 3.11. **Graduate Faculty**  
Upon receiving graduate faculty status, faculty members are entitled eligible to teach 700-level and above courses, to serve as graduate program and research advisers, to serve as general graduate advisers, to serve on graduate faculty committees and graduate program advisory



committees, to elect members to the Graduate Council, to serve on the Graduate Council, and to vote to approve or challenge actions of the Graduate Council. Only Research Graduate faculty may serve as chairs of thesis committees or similar committees that evaluate final graduate projects. Graduate faculty members shall receive reassigned teaching loads for graduate program advisement, research advisement, or thesis supervision.

*In the following sections beginning with 6.6.6, substantial and important additions have been made to faculty medical and sick leave benefits. These include the accrual of sick hours, providing eight hours a month for 12 months, along with some language on how these hours are to be reported. In addition, the up to one-paid semester leave currently available to our regular full-time faculty has been extended to include consideration of all FMLA categories. There is a process for review that includes HR, Department Head, Dean, and Office of the Provost. Finally, this section retains the original language in the handbook that speaks to the informal way in which departments cover classes and in general, take care of our faculty who become ill for various periods of time. These changes have been developed in the spirit of shared governance over a period of two years based on recommendations from an ad hoc committee from Faculty Senate and a committee appointed by President Smart to review benefits for both faculty and staff.*

- **EXHIBIT D: Revision to Section 6.6.6. Faculty Sick Leave**  
**All full-time faculty members are eligible to accrue paid sick leave at the rate of eight (8) hours per pay period (i.e., one (1) day per month, times 12 months, for a total of 12 days of paid sick leave per year). For purposes of this Section 6.6.6, “full-time faculty” includes 12-month faculty, and 9-month faculty. This benefit accords the faculty member with sick leave hours for professional service rendered to the University during the summer, regardless of the nature of the service. Professional service includes not only teaching activities, but also advising, mentoring, committee work, theses/research, and all other service rendered on behalf of the University.**

**Sick leave may be used for an illness, pregnancy, injury, or for medical/dental appointments. Faculty may also use sick leave due to an illness or injury of the faculty member’s spouse, sponsored dependent, children, parents, mother-in-law, father-in-law, or other family members who require the faculty member’s personal care and attention.**

**Normally, absences due to short-term illness are handled informally within academic departments and are granted without loss of compensation. As noted in section 8.3, each department has procedures for handling and recording such faculty absences. Faculty members must consult with their department heads regarding these procedures. Additionally, all sick leave taken by a faculty member shall be recorded on the faculty member’s leave report. The leave report is available on the faculty member’s account at <http://my.missouristate.edu>. The Office of Human Resources maintains leave records for all faculty members.**

**There is no limit on the number of sick leave hours that may be accrued or carried forward during a faculty member’s years of service. This system allows employees the opportunity to accumulate a substantial amount of paid sick leave in the event of an accident or long-term illness. For faculty members who are vested in the Missouri State Employees’ Retirement System (“MOSERS”) upon bona fide retirement from the University, Missouri state law**

requires that the University report the number of unused sick hours that a faculty member has accrued at the time the faculty member terminates employment with the University.

If the faculty member is vested in MOSERS at the time of termination of employment, MOSERS will convert the reported accrued, unused sick leave hours into retirement service credit. (Note: 168 hours equals one (1) month of service credit). When the faculty member applies for retirement at some future date when he/she is qualified to retired, MOSERS will include those months of service in the calculation of the retirement benefit amount.

- EXHIBIT E: Revision to Section 6.6.7.1-5. Faculty Leave under the Family Medical Leave Act (“FMLA”)

#### 6.6.7.1 Unpaid FMLA Leave.

In accordance with federal law, the University provides leave to eligible employees in accordance with the Family Medical Leave Act of 1993, as amended (“FMLA”). FMLA provides eligible employees who work for covered employers the right to take up to 12 weeks of unpaid, job-protected leave during a rolling 12-month period for absences due to a qualifying event. (NOTE: The FMLA provides up to 26 weeks of unpaid, job-protected Military Caregiver Leave, as defined below, to eligible employees.)

In order to be eligible for leave under the FMLA, an employee must:

- (a) have worked for the University for at least 12 months;
- (b) worked at least 1,250 hours during the 12 months prior to when the leave will commence;
- (c) have not already exhausted all FMLA leave in the 12 months prior to when the leave will commence; and
- (d) experience a qualifying event as defined by the FMLA.

Under the FMLA, a qualifying event includes:

- (a) The birth of a child and to care for the newborn child within one year of birth;
- (b) The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
- (c) To care for the employee’s spouse, sponsored dependent, child, or parent who has a serious health condition;
- (d) A serious health condition that makes the employee unable to perform the essential functions of his or her job; or
- (e) Any qualifying exigency for an employee’s spouse, sponsored dependent, child, or parent on active military duty or being called to active military duty
- (f) To care for a spouse, sponsored dependent, child, parent, or next-of-kin who is a member of the Armed Forces and who is undergoing medical treatment, recuperation or therapy for serious injury or illness suffered in the line of duty on activity duty (“Military Caregiver Leave”).

#### 6.6.7.1 6.6.7.2. Request for Unpaid Family and Medical Leave

A faculty member requesting family leave under this leave provision should complete a standard Request for Leave form or letter and submit it to his/her Department Head. When leave is foreseeable, an employee must give the University 30 calendar days' advance notice. In addition, when foreseeable leave is for planned medical treatment, the employee must make a reasonable

effort to schedule the treatment so as not to unduly disrupt the University's operations. If it is not possible to provide 30 calendar days' notice, as much notice as is practicable must be provided. The Department Head will forward the request to the Office of Human Resources. Upon receipt of the request, the Office of Human Resources will provide the faculty member with the Family and Medical Leave Provisions and a leave questionnaire for him or her to complete. FMLA regulations require documentation from a medical provider.

### **6.6.7.3 Paid FMLA Leave**

**While the FMLA only requires that covered employers provide eligible employees with unpaid, job-protected leave, as a matter of University policy, all full-time faculty members (as defined by Section 6.6.6) are eligible for up to one (1) semester of paid leave, contingent upon recommendation by the faculty member's Department Head and college Dean, and approval by the Provost. For information regarding the procedure for requesting this benefit, please refer to the Office of the Provost website: <https://www.missouristate.edu/provost/medleave.htm>.**

**Faculty members may also use paid FMLA due to an illness or injury of the employee's spouse, sponsored dependent, child(ren), parents, mother-in-law, father-in-law, or other family members who require the employee's personal care and attention. Subject to University discretion and approval, a faculty member may also be granted up to one (1) semester of paid sick leave in order to provide care to a family member who requires the faculty member's personal care and attention due to illness, injury, childbirth or adoption. A proposal for such paid leave must be made by the college Dean, who should give due consideration to the fiscal constraints of the college and the staffing needs of the department. All requests for paid leave must be approved by the Provost, whose determination is final.**

### **6.6.7.2 6.6.7.4 Status during Paid or Unpaid FMLA Leave**

During paid or unpaid FMLA leave, the faculty member is required to report regularly on his/her status and intent to return to work. The University shall continue to pay for the faculty member's individual insurance coverages, including medical, dental, life, long-term disability, and accidental death and dismemberment during FMLA and or paid leave on the same basis as if the individual had been actively at work. The University shall return the faculty member to the same or an equivalent position and employment benefits upon return from approved family leave.

### **6.6.7.5 No Right to both Paid and Unpaid FMLA Leave**

**As noted in Section 6.6.7.1, the FMLA only requires that covered employers provide eligible employees with a period of unpaid, job-protected leave. As delineated in Section 6.6.7.3, the University has established a process whereby faculty members may be granted paid leave which is more generous than the requirements of the FMLA. Faculty members are not, however, entitled to combine unpaid FMLA leave and paid FMLA leave within a rolling 12-month period for the same qualifying event. If continued leave is necessary after a faculty member has been granted a semester of FMLA leave, the faculty member will be referred to the Office of Resources in order to pursue long-term disability or other unpaid leave options as outlined in the Faculty Handbook.**

- **EXHIBIT F: Revision to Section 8.1. Prohibition of Discrimination, Harassment, and Bullying Policy**

The University recognizes the human dignity of each member of the Missouri State University community and believes that each member has a responsibility to promote respect and dignity for others so that all employees and students are free to pursue their goals in an open environment, able to participate in the free exchange of ideas, and able to share equally in the benefits of the University's employment and educational opportunities. To achieve this end, the University believes it should foster a learning, working, and living environment free from discrimination, harassment, **and bullying** on any basis not related to the applicable educational requirements for students or the applicable job requirements for employees.

It is policy of Missouri State University to maintain the campus as a place of work and study for faculty, staff and students free from discrimination, harassment, **and bullying** in violation of the University's policies and in accordance with federal and state law and the Missouri State University Nondiscrimination Policy. Discrimination, harassment, or **bullying** against any member of the University community will not be tolerated at Missouri State University.

**Bullying is defined as repeated and/or severe verbal or nonverbal behaviors to intimidate or intentionally hurt, control or diminish another person, physically or mentally (that is not speech or conduct otherwise protected by the First Amendment) that lead to a hostile work environment. Members of the University community should contribute to a professional environment that supports academic freedom, freedom of expression, professional discourse, inquiry, and respect for the academic rights and professional expertise of others.**

The University will respond to instances of discrimination, harassment, or **bullying** in accordance with the Complaint Procedures of the Office for Institutional Equity and Compliance and will respond appropriately to those who violate this policy, up to and including dismissal from the University or termination of employment.

- **EXHIBIT G: Revision to Section 11.5. Administrative Leave**

All academic Department Heads and School Directors, all academic Deans, and the faculty members of the Administrative Council are eligible to apply for administrative leaves.

Applications must be made ~~to the President of the University~~ **through the Office of the Provost** prior to November 1 of the year preceding the beginning of the period for which the leave is requested. ~~Application forms for administrative leave are available in the Office of the President.~~

VII.B.2.

**RECOMMENDED ACTION** - Approval of Amendments to the *Employee Handbook for Administrative, Professional and Support Staff* employees and related policies.

The following resolution was moved by \_\_\_\_\_  
and seconded by \_\_\_\_\_:

**WHEREAS**, Administration recommends that certain revisions be made to the *Employee Handbook for Administrative, Professional and Support Staff* (“Employee Handbook”);

**WHEREAS**, specifically, some revisions to the Employee Handbook are needed due to changes in operating procedures, clarification, process improvement, and overall ongoing changes to the handbook;

**WHEREAS**, additional revisions to the Employee Handbook are needed in order to correct typographical, grammatical, and formatting errors; and

**WHEREAS**, as a result of the proposed revisions to the Employee Handbook, similar revisions to the *Faculty Handbook*, the Medical Plan, the Dental Plan, and/or other group insurance agreements may be required in order to ensure consistency and accuracy across these documents.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Governors for Missouri State University that the Employee Handbook be revised in accordance with Attachment A; that the *Faculty Handbook*, Medical Plan and Dental Plan, and other group insurance agreements, be revised as necessary to ensure consistency between said documents and the Employee Handbook; and that the President and the Vice President for Administrative Services be granted authority to correct any typographical, grammatical, and formatting errors appearing from time to time to retain accuracy and consistency, to revise sections within the handbook to provide clarification or process improvement, to revise other University procedures and plan documents to allow the application of the above handbook changes, and to ensure compliance with applicable law.

**VOTE: AYE** \_\_\_\_\_

**NAY** \_\_\_\_\_

**COMMENTS:** Sections of the Employee Handbook have been updated to reflect current processes and existing practices, provide clarification on existing processes, and to correct grammatical, typographical, and formatting errors. Other sections of the Employee Handbook have been modified to streamline processes and ease administrative burden.

## Attachment A

Please see the actual changes to be made within Attachment A. These changes are summarized as follows:

- 3.19.2      Layoff
  - Layoff process remains same, but language added to provide flexibility in posting procedures and candidate selection of other job openings.
  
- 4.3.2      Annual Salary Increases
  - Language updated to reflect current practice.
  
- 4.11      Telecommuting
  - New language added to institutionalize telecommuting.
  
- 5.4      Performance Evaluation Appeals
  - Formal appeal process removed, except for grievance in the case of alleged discrimination on the basis of a protected class.
  
- 10.0      Grievance Procedure
  - Language added to clarify process.
  - Added language that will limit the language to non-probationary, full-time employees, except in the case of alleged discrimination on the basis of a protected class.
  - Updated the discrimination clause at the end to bifurcate between Office for Institutional Equity and Compliance and Title IX claims, consistent with current practice.

## G7.02 Employee Handbook for Administrative, Professional, and Support Staff Employees

### 3.4 Job Posting

University system-wide vacancy announcements of full-time positions are available:

- online on the University's Web Site at <http://jobs.missouristate.edu/>
- on the bulletin board outside the Office of Human Resources
- on a 24-hour telephone recording at (417) 836-4683
- on a 24-hour Bid Information Hotline for bargaining unit employees at (417) 836-8367 for bid notices, notice of assignments, and notice of awards for bargaining unit positions at various campus locations
- online Union Bids and Awards for bargaining unit positions at <http://www.missouristate.edu/human/UnionBidsandAwards.htm>
- ~~at the local office of the Division of Employment Security, and~~ with various affirmative action recruitment sources.

#### 3.6.1 Support Staff Positions

~~Applications for support staff positions are initially screened by the Office of Human Resources or the hiring department to determine whether the applicant meets the minimum qualifications to be considered for the position. As part of the screening process, all clerical applicants will be given a series of tests to determine their proficiency in selected skills. These tests are administered weekly by the Office of Human Resources and must be completed by the applicant in order to be considered for a clerical position. On the West Plains campus, the appropriate departmental administrator or supervisor conducts the initial screening of the applications, and tests are administered on an "as needed" basis. The most qualified candidate(s) will be invited for an interview.~~

#### 3.10 Orientation

New employees will attend an orientation program conducted by the Office of Human Resources. During orientation, employees receive information regarding University policies, compensation and benefit programs, and other general information about the University.

Employees will complete the required all-employment paperwork. ~~and forms, such as retirement, insurance enrollment, and beneficiary designation.~~ All new employees are required to complete the online Institutional Equity and Compliance Training Program as part of the new hire orientation program. (See Section 2.2.1 of this handbook – Sexual Harassment Training Policy). Employees may be required to complete additional compliance training for their individual job responsibilities as directed by their supervisor. (See Regulatory Compliance Series training at <http://www.missouristate.edu/human/training>). Departments will provide their employees with a more specific orientation about the department and the employee's position.

### 3.18 Release of Employment Information

Employees' names, job titles, and salaries are provided to the State of Missouri for publication in the *Missouri Official Manual*.

The Office of Human Resources will only verify the current or former employee's date of hire, position, department, and release salary information by telephone, if a signed release form is submitted to Human Resources. If a request is in writing, an employee's written consent will be required to provide additional personnel information beyond verification of a current or former employee's position, salary, and length of service.

#### 3.19.1 Resignation

An employee may terminate employment with the University by submitting a written notice or a written Separation from Employment form to his/her department head or supervisor, available in the Office of Human Resources. All resignations should include the reason for leaving the University and the employee's requested date of resignation (termination date). If any use of vacation is involved, it should also state the day the employee is last planning on being present at work. If the employee wishes to use vacation time just prior to the resignation date, the request to do so should also be included so that the supervisor may approve or deny the request for vacation. Notice of the resignation should be submitted at least two weeks before the effective date of separation. The department head or supervisor shall immediately forward the Separation from Employment form, or resignation letter, to the Office of Human Resources. ~~along with his/her decision on the use of vacation time, if requested, and deliver a copy to the employee.~~ If the use of vacation is denied, the resignation will become effective on the last day the employee stated he/she would be present at work. A Personnel Action Form terminating employment with the University should accompany the Notice of Resignation with the date of resignation/termination date listed in the "Effective Date" field and the last day present at work noted in "Last Actual Day Worked" field.



### 3.19.2 Layoff

It may become necessary to reduce the number of University employees because of a reduction of work or funds, the elimination of positions or other material change in the duties or organization, or for other related reasons. If such a reduction is necessary, the Director of Human Resources may recommend, and the departmental administrator or supervisor involved will designate, the employee or employees to be laid off and submit such recommendations to the President. Subsequently, the layoff actions will be submitted to the Board of Governors for approval at the next Board meeting. Whenever possible, the University will provide a written 30-day layoff notice to the employee.

~~Employees separated under the above conditions shall be given priority for re-employment at the University and retain seniority status for not more than one year. Employees who have been laid off also may apply for other positions for which they are qualified. Such applications will be given consideration in the University's normal recruitment process.~~

If prior to an employee being laid off, the University has a vacant position available that is in the same job title or in another job title in the same or lower salary range for which the employee meets the minimum job qualifications, the University may, in its discretion, opt to exempt the vacant position ~~will not be subject to~~from the normal University vacancy posting procedures.~~—in order to give t~~priority in ~~The employee whose position is being eliminated~~ will be given the opportunity to applying for the vacant position. ~~If the employee chooses not to apply for the vacant position, normal University vacancy procedures will be followed.~~

Under no circumstance, however, is an employee who is being laid off entitled to fill a vacant position within the University. ~~If more than one position is eliminated in the same job title, the University will consider the most senior employee for the vacant position. The final selection, however,~~ for all job positions will be made on the basis of best overall qualifications as assessed by the University. ~~The policy on transfers (See - Section 4.3.5 of this handbook) will apply when determining the salary rate in the new position under these circumstances. Before the employee transfers to the vacant position, the hiring department and the employee must mutually agree to the transfer.~~

#### 3.19.2.1 Benefits Available During a Layoff

- Retirement - Layoff status does not constitute a break in membership; therefore, when an employee returns to work, prior creditable service will be reinstated immediately (1) if the employee was vested in MOSERS at the time of the layoff, or (2) if the employee was not vested in MOSERS but returns to work within 12 months of being laid off. However, if the employee was not vested in MOSERS and returns to work more than 12 months after having been laid off, he/she must

work at least 12 months in order to have any prior creditable service reinstated to the work record for retirement.

- Insurance - Coverage under the University's insurance package will terminate at the end of the month after 30 days from the last day worked. Medical and dental coverage may be continued for up to 18 months through COBRA as long as the premiums are paid by the employee. Life insurance may be continued under the portability provisions.
- Leave – While on layoff status, vacation and sick leave do not accrue. Accumulated vacation will be paid. If an employee returns to work within one year from layoff status the employee's accumulated sick leave will not be lost and will be reinstated.

### 3.19.2.2 Recall From Layoff

For up to one year after layoff, an employee will be eligible to be recalled to fill a position if a vacancy occurs in the same department and same job classification that was held prior to the layoff., In the University's judgment, when skills and abilities are equal, employees with the greatest amount of University seniority will be recalled first.

## 3.20.1 Property Clearance

When employment with the University is discontinued, for any reason, the employee is responsible for returning all University property in his/her possession. An employee who is leaving the University will be sent a Property Clearance form and [a link to the](#) an Exit Questionnaire by the Office of Human Resources. The Property Clearance form must be completed and certified by the appropriate departments, and returned to the Office of Human Resources before 5:00 p.m. on or before the last day of work. A forwarding address must be included on the Property Clearance form. Employees are encouraged to complete and return the Exit Questionnaire to the Office of Human Resources.

All University properties, such as uniforms, clothing and tools must be returned to the departmental administrator or supervisor. ~~All identification cards issued to the employee shall be returned to the Office of Human Resources.~~ All charges that have been incurred by the employee must be paid to the Bursar's Office (Business Office on the West Plains campus) before ~~the final salary payment will be released~~ [5:00 p.m. on or before the last day of work](#). All keys and parking permit(s) shall be returned to the appropriate department.

## 3.20.2 Final Salary Payment

The final salary payment is based on the termination date. The termination date is your last day in pay status. The last day of work is defined as the last day the employee is physically

present at work. Accrued vacation time cannot be used to extend the effective date of termination beyond the employee's last day worked, unless the employee has received permission pursuant to paragraph 3.19.1 above, or is retiring from the University and is eligible to immediately receive a retirement benefit from a University retirement plan in the month following the last day worked.

Exempt employees who terminate employment or retire from the University will receive a final salary payment on the last business day of the month of termination or retirement. This amount will include payment for all days worked in the month. Payment for any days and hours of earned, unused vacation leave up to a maximum of two times the employee's annual accrual (and 40% of unused sick days up to a maximum of 48 days for retiring employees), will be paid no later than the last business day of the month following the month of termination or retirement provided all outstanding leave information is submitted by the last day worked.

Nonexempt employees who terminate employment or retire from the University will receive a final salary payment on the last business day of the month in which their last pay period ends. This amount will include payment for all days worked in the month, plus payment for any days and hours of earned, unused vacation leave up to a maximum of two times the employee's annual accrual, unused compensatory time (and 40% of unused sick days up to a maximum of 48 days for retiring employees), provided the final time record has been received by the Payroll Office in accordance with the "Submit by Date" for the pay period on the Payroll Calendar. Otherwise, unused leave and compensatory time will be paid at the end of the next month following their last pay period.

Employees who terminate employment or retire from the University will continue to accrue sick leave and vacation in their last pay period, provided that they are paid at least 80 hours during the last pay period.

When there is a recognized University holiday in the month that an employee terminates employment or retires, and the holiday occurs after the employee's last day of work, the employee will be paid for the holiday(s) in the month of termination if his/her last day of work is the day before the holiday. ~~The final salary payment will be released only after the employee has properly completed a Property Clearance form.~~

## 4.2 The Job Classification System

The job classification system facilitates employee training, promotions, transfers, and other personnel administrative functions.

Please refer to <http://www.missouristate.edu/human/Glossary.htm> Compensation Terms Glossary, for definitions of many of the terms used below.

The Job Classification System consists of job families, jobs, positions, pay grades, and salary ranges. Some jobs are unclassified; these jobs ~~were~~ are not included in the job classification system described here because the job evaluation plans ~~did~~ do not adequately evaluate the nature of these jobs.

A **Job Family** is a group of jobs involving work of the same nature but requiring different skill and responsibility levels. Jobs at the University have been divided into four different job families with each job family having its own jobs and job descriptions, job evaluation plan, pay grades, and salary ranges.

- Job Family 1 consists of administrative support and clerical jobs, including financial, student services, library, and bookstore support service jobs.
- Job Family 2 consists of jobs in skilled crafts and trades, protective services occupations, custodial, and other services.
- Job Family 3 consists of information systems jobs, electronic and media system technician jobs, broadcast engineering, and other technical or computer-related jobs.
- Job Family 4 consists of executive and managerial jobs, administrative jobs, and professional and paraprofessional jobs.

A **job** is work consisting of responsibilities and duties that are sufficiently alike to justify being covered by a single job description. A job may be assignable to more than one employee (i.e., the job of Administrative Assistant II is held by more than one person, but these individuals are in the same job because they all perform similar duties and responsibilities). A job refers to the combination of duties and responsibilities that are carried out by all persons in that job.

A **position** is used to denote the unique responsibilities and duties assigned to one employee. In instances when there is only one person with a certain job title or job description, the position is the same as a job. If, however, there are multiple individuals with the same job title/job description, then each individual with that job title has ~~is in~~ his or her own position. In other words, a position represents a specific person and the unique duties and responsibilities that person performs.

A **job description** is a summary of the essential duties and responsibilities of a job. A job description identifies the nature of the work that is performed, specific duties and responsibilities, outcomes of the performance of these duties and responsibilities, and the knowledge, skill, and abilities required to perform the job.

Job descriptions are used for the hiring process, the performance evaluation process, communication between employees and their supervisors about job responsibilities, salary administration, and the identification of training needs. Job descriptions serve as a broad outline of the duties and responsibilities of a job. Job descriptions are not restrictive in the sense that they exclude the assignment of other duties and responsibilities; in fact, job

descriptions can be expected to change as the work performed changes. It is the responsibility of employees to review and understand the duties and responsibilities of their job, as stated in their job description. Supervisors should recognize when the broad outline of duties and responsibilities needs to be updated and work with the Office of Human Resources to revise job descriptions. It is permissible for departments to maintain specific job duty lists or desk job descriptions particular to a position within a multiple-incumbent job.

The **job evaluation plan** for each job family is used to objectively and systematically evaluate job descriptions belonging to that job family in terms of compensable factors in order to determine the pay grade for each job. During job evaluation, a job is assigned a degree level for each compensable factor in the job evaluation plan based on the amount or extent of a compensable factor that is required by a job. The job evaluation process is based strictly on the minimum requirements and essential duties and responsibilities of a job and not on the level of performance of an individual in a job.

Jobs with similar job evaluation results or points are placed in the same pay grades; a pay grade is one of the classes into which jobs of the same or similar values are grouped. A **salary range** is assigned to each pay grade. The salary range consists of the minimum and maximum dollar amount that is paid to jobs in a specific pay grade. The salary range is based on salary survey data for the jobs in each pay grade, where the minimum of the salary range approximates the 25th percentile of market pay, the midpoint approximates market pay, and the maximum approximates the 75th percentile of market pay of all jobs in the pay grade.

The job description, pay grades, and salary ranges are used in the recruitment and compensation of personnel.

### 4.3.1 Annual Salary Range Adjustments

It is the intention of the University to adjust salary ranges annually to keep up with changes in market pay based upon the availability of funds. Recommendations on salary range adjustments will be made to the President annually by the Executive Budget Committee based on compensation cost indicators, the projected state appropriations amount, and other revenue projections for the next year.

If adjustments to the salary ranges result in newly hired employees' salaries falling below the minimum of the salary range (~~because the new employees were not eligible for an annual salary increase~~), the University ~~intends~~ **will** to adjust employees' salaries to the minimum of the salary range assuming projected state appropriations amounts and other revenue amounts are sufficient to allow these adjustments.

Employees whose salaries fall below the minimum of the adjusted salary ranges because of receiving a small or no annual salary increase due to poor performance will be in Performance Improvement Plan (PIP) status; these employees may receive an adjustment to the range minimum effective the date they are released from PIP status if performance improvement goals have been met.

### 4.3.2 Annual Salary Increases

Across-the-board, merit and equity salary increases are normally given annually and are effective at the beginning of the University's fiscal year, July 1 (August 1 for exempt employees with 9- or 10-month appointments). Each year in years when sufficient funding is anticipated to be available, the salary increase budget for the following fiscal year is recommended to the Board of Governors by the President after consultation by the President with the Executive Budget Committee. The annual salary increase for each an employee can consist of an across-the-board increase, a cost center-funded increase, and/or a centrally-funded increase. Across-the-board increases are provided to full-time employees as a percentage of base salary. Cost center-funded and centrally-funded salary increases are based on performance, equity, and/or cost of living increases and are distributed on an individual employee basis by the cost center head. Eligibility criteria based on length of employment are determined annually. ~~is determined by the cost center administrator on an individual basis using the Compensation Matrix. The Compensation Matrix is a tool used to allocate the money available in the salary increase pool based on a combination of merit and equity. The employee's performance evaluation score for the preceding year and the location of the employee's salary within the salary range on January 15 are used to determine the employee's salary increase. The resulting dollar amount increase will be applied to the base salary in effect on June 30 and will become effective July 1.~~

~~Unclassified employees are not assigned to a job family and do not have salary ranges, but they are still subject to the same performance evaluation process and the same salary increase pool percentage as other staff.~~

~~In years when only a small salary increase pool is available, the University may elect not to use the Compensation Matrix to determine annual salary increases.~~

~~New employees with a hire date of January 15 or earlier will be eligible for consideration for salary increases occurring July 1. Employees hired after January 15 in a given year are not eligible for an annual increase on July 1 of that same year, but will be eligible for an increase the following fiscal year.~~

It is the intention of the University that employee salaries fall within the salary range to which the job is assigned. Employees' salaries that are above the maximum of their salary

range will be limited to an annual increase amount that is 50% of the compensation matrix-determined salary increase not receive annual salary increases, until annual adjustments to the salary range causes the maximum amount of the salary range to exceed the current salary. If an annual salary increase results in a salary above the maximum of the range, the salary increase will be equal to the amount of the compensation matrix-determined increase that takes the salary to the maximum of the pay grade plus 50% of the remainder of the compensation matrix-determined salary increase.

The cost center administrator is responsible for distributing the annual salary increase notifications to employees that communicate the amount of any annual increase contingent upon Board of Governors approval of salary decisions.

#### 4.3.4 Promotions

A promotion is the selection of an employee for a job that has a salary range with a higher midpoint than the midpoint of the employee's current salary range through the process of posting a vacancy and conducting a search.

Each pay grade contains jobs with similar job evaluation point totals so the pay grade and associated salary range reflects the value of all jobs in the grade. The midpoint of the salary range is a control point and can be used to measure the size of the difference between grades both in terms of salary and the value of the new job based on job evaluation factors, such as knowledge, skill, and technical mastery, supervisory responsibility, management responsibility, span of control and impact of the job on the University.

It is the University's policy to bring an employee's salary to the minimum of the salary range for the pay grade into which he/she is promoted, but not above the maximum of the new salary range. In general, the midpoint of the new salary range is considered the market salary for the new job and an appropriate salary following a promotion. The amount of the promotional increase is left to the discretion of the hiring official. However, an appropriate promotional increase will recognize the following criteria:

- magnitude of the difference between midpoints of the new and current pay grades (the percentage change from one midpoint to the other),
- need to allow for future merit and equity salary increases within the new salary range,
- qualifications of the employee relative to the minimum qualifications of the job, and
- salary that would have been offered to a similarly qualified external candidate.

In determining promotional salary increases in jobs involving multiple incumbents, consideration will be given to the salaries of incumbents sharing the job title, with similar

qualifications ~~in the new pay grade~~. There is usually less room for discretion in determining the new salary for an employee promoted to a multiple-incumbent job.

The Office of Human Resources will review all promotional increases relative to the above criteria for equity purposes and report their findings to the hiring official for their consideration. Any promotional increase must be approved by the Office of Human Resources before being communicated to the employee.

If a promotion is effective on July 1, the annual salary increase is ~~calculated first on the pre-promotion salary and then the promotional criteria would apply~~ applied to the salary resulting from the promotion.

Employees who believe they are qualified and who are interested in being considered for promotion to a vacant position must apply to the pertinent posting on the University's applicant tracking system.

#### 4.3.5.2 Employee-Initiated Transfers

An employee may request a transfer upon completion of one year of service in his/her current position and department. This requirement can be waived provided the employee's immediate supervisor agrees with the transfer. To initiate a transfer, an employee must apply to the pertinent posting on the University's applicant tracking system and be selected for the position. An employee-initiated transfer may result in either a lateral transfer or a transfer to a job having a salary range with a lower midpoint as defined below.

**a. Lateral Transfer** A lateral transfer occurs when the transfer is to a different position within the same job or to a different job that has the same salary range. There may or may not be a change to the employee's salary resulting from a lateral transfer. Such decision will be solely dependent upon the decision of the cost center to which the transfer is made.

**a.b. Transfer to a Job with a Lower Midpoint** When the transfer is to a job that has a salary range with a lower midpoint than the employee's current salary range, the cost center may, at its discretion, offer a lower salary than the employee's current salary due to budgetary constraints and/or to ensure salary equity within the cost center. If the employee's salary is above the maximum of the new salary range, the salary will be reduced by the amount required to bring the employee's salary below or to the maximum of the new salary range.

#### 4.3.6 Reclassifications

~~A reclassification is a change in the pay grade to which a job is assigned based on job analysis of the essential duties and responsibilities of a job that has changed over time.~~



Sometimes, ~~t~~he job duties of a position or ~~positions within a job~~ can change over time, and this can result in a reclassification of a position or ~~positions within a job~~ to a new job or different existing job. A reclassification is a change in the pay grade, to which a job is assigned based on job analysis of the essential duties and responsibilities of a job position that has changed over time.

The essential duties and responsibilities of a job or position within a job can change due to many factors, including departmental reorganizations or an evolution of job duties over time caused by changes in technology, regulatory mandates, etc. If an employee or supervisor thinks that the job duties have changed sufficiently to warrant a reclassification review, the immediate supervisor of the job or position within the job can initiate a request for reclassification review of the job by the Office of Human Resources. Requests for reclassification review must be authorized at each organizational level of the division with the major cost center administrator (Provost, Vice President, Chief Financial Officer, or Chancellor) authorizing Human Resources to do the reclassification review.

A reclassification review can result in an increase, decrease, or no change to the grade associated with the job or position within a job. If a job or position within a job is reclassified to a grade with a higher midpoint, the amount of the increase is determined by the department head and approved by the cost center administrator. The employee's salary must be brought to at least the minimum of the new range. If a job or position within a job is reclassified to a grade with a lower midpoint, the department head and cost center administrator will determine and the employee's salary is above the maximum of the new salary range, the salary will be reduced by the amount required to bring the employee's salary below or to the maximum of the new salary range of the affected employee.

#### 4.3.8.1 Differential Pay – Nonexempt Employees

An out-of-grade differential is a ~~monthly amount~~ an additional hourly amount payable for a defined period of time to nonexempt employees who temporarily accept the addition of significantly higher level duties than those consistent with the job description. The out-of-grade differential is temporarily added to the ~~base salary~~ hourly rate to facilitate correct overtime calculations but ~~and is~~ should not be ~~not included in the base salary for~~ considered in the calculation of annual salary increases.

#### 4.4 Exempt and Nonexempt Status

The Fair Labor Standards Act (FLSA) covers such employment matters as hours of work, minimum wage, overtime compensation, and other conditions of employment. ;The University is covered by many provisions of this act. The Fair Labor Standards Act establishes specific criteria for determining which jobs are nonexempt and require pay for

overtime hours worked and compensatory time off, and which jobs are exempt and do not require compensation for overtime. All job classifications are determined to be exempt or nonexempt by the Office of Human Resources based on the FLSA.

If an employee or supervisor has a question concerning whether a position is exempt or nonexempt, contact the Office of Human Resources. The FLSA specifically states that neither the employee, nor the employer, may waive the employee's right to be compensated for overtime if the job is classified as nonexempt. Therefore, each supervisor, department head, director, and administrator is responsible for ensuring that the FLSA is followed and the University policy for overtime requirements is observed.

#### 4.4.1 Nonexempt Employees

Technical, secretarial, clerical, skilled crafts and trades, and service occupations are typically considered nonexempt and are eligible for overtime and compensatory time. All nonexempt employees are required to record their hours worked:

- Full-time, nonexempt employees must complete their time sheet and submit it for approval through web time entry ([or submit hours worked for departmental time entry](#)) for each pay period.
- Part-time, nonexempt employees must complete a time sheet and submit it for approval through web time entry ([or submit hours worked for departmental time entry](#)) for each pay period.
- Non-teaching and non-research Graduate Assistants ([Administrative Graduate Assistants](#)) must complete and submit a time record available at: <http://www.missouristate.edu/financialservices/Forms/GATimeSheet.doc>

These forms are required for nonexempt employees to meet the record keeping provisions mandated by the FLSA administered by the Department of Labor, Division of Wage and Hour.

##### 4.4.1.1 Professional Nonexempt Employees

Professional positions that had been classified as exempt prior to the change to the FLSA on December 1, 2016 are nonexempt with a professional nonexempt designation and eligible for overtime and compensatory time.

1. Full-time professional nonexempt employees must complete their time sheet and submit it for approval through web time entry for each pay period.

~~2. Full-time professional nonexempt employees accrue vacation leave at the same rate as full-time exempt employees.~~

#### 4.4.2 Exempt Employees

Executive, administrative, managerial, faculty, and professional positions are classified as exempt and no overtime is paid or compensatory time earned. Because exempt employees are not eligible for overtime, they are not required to keep a record of the hours they work. Normally, the requirements of positions filled by administrative and professional employees require a minimum of forty (40) hours of work each week.

~~If an employee or supervisor has a question concerning whether a position is exempt or nonexempt, contact the Office of Human Resources. The FLSA specifically states that neither the employee nor the employer may waive the employee's right to be compensated for overtime if the job is classified as nonexempt. Therefore, each supervisor, department head, director, and administrator is responsible for ensuring that the act is followed and the University policy for overtime requirements is observed.~~

#### 4.4.3.1 Nonexempt Employees

Nonexempt employees will be paid for actual hours worked each day within their workweek and any accrued leave benefits taken such as vacation, sick, compensatory time off, or other available paid leave by accurately completing their time sheet. Nonexempt employees must record actual hours worked for each day on their time sheet.

The University provides the option for employees to use accrued leave under Missouri State University's vacation or sick leave policies while they are on an approved Family and Medical Leave Act (FMLA). ~~If accrued vacation or sick leave~~ paid leave has been exhausted ~~are not used~~ during FMLA leave, pay will be reduced by the hours that the employee is absent from work even if the absence is less than a full day.

#### 4.4.3.2 Exempt Employees

Exempt employees are paid on a salary basis and, in general, will be paid their full salary for any week in which they perform work. Their pay may be reduced only in the following circumstances:

- Exempt employees who are absent for at least a full day because of sickness or disability will not be paid for that day unless accrued benefits under Missouri State

University's vacation or sick leave benefits are available. An exempt employee's salary will not be reduced if the employee is absent for less than a full day because of sickness or disability. If accrued paid leave is available, the employee must complete an online leave report and designate the type of leave used for the period of the absence.

- ~~The University does not require that employees use accrued leave under Missouri State University's vacation or sick leave policies during Family and Medical Leave Act. (FMLA)~~ If accrued vacation or sick paid leave are not used during FMLA leave, has been exhausted, pay will be reduced during FMLA leave by the hours that the employee is absent from work even if the absence is less than a full day.
- Exempt employees who are absent from work for at least a full day for personal reasons other than sickness or disability will not be paid for that day. If an employee is absent for less than a full day for personal reasons, his or her pay will not be reduced. If accrued vacation or sick leave is available, the employee must complete an online leave report and designate the type of leave to be used for the period of the absence.
- In order to receive full pay from the University, exempt employees who are absent from work for jury duty or as a witness at a trial should submit their payment(s) for jury duty or attendance as a witness to the Office of Human Resources.
- Exempt employees who violate a safety rule of major significance may have their pay reduced in an amount to be determined by the University as a penalty for that violation.
- Exempt employees may be suspended without pay for workplace misconduct but only in full-day increments. Their pay will be reduced in an amount that is proportionate to the number of days suspended.
- Exempt employees who work less than 40 hours during their first or last week of employment will be paid a proportionate part of their full salary for the time actually worked.
- Exempt employees who believe that their pay has been improperly reduced must notify their supervisor or contact the Office of Human Resources, requesting a reimbursement of salary.

## 4.8 Overtime Pay

The Fair Labor Standards Act establishes the federal wage and hour law governing the payment of overtime. Only employees in nonexempt positions are eligible for overtime pay. Overtime pay is earned based upon hours worked over 40 hours in a-the University's workweek, a seven-day period that begins at 12:01 a.m. Monday and ends at 12:00 midnight Sunday. Overtime work is not to be performed at the discretion of the employee. Any overtime work must be approved and scheduled, in advance, by the employee's department head or supervisor. However, employees who are "suffered or permitted to work," whether approved by the supervisor or not, must record all hours worked and are entitled to overtime. Overtime for full-time employees is automatically compensated as one

hour of the employee's regular hourly rate and ½ hour of compensatory time banked for each hour worked over 40 in an employee's workweek.

An example of an employee "suffered or permitted to work" would include a nonexempt employee taking work home after the normal work day. Although the supervisor must approve the change in schedule and any overtime in advance, all hours worked, with or without supervisory approval, must be reported and are counted ~~Any hours worked at home on University business should be recorded and counted as hours worked toward 40 hours in a workweek.~~ Another example is a nonexempt employee who is at work early and/or who stays late and is performing activities within the scope of his/her job for the University. The supervisor must approve the change in schedule and any overtime in advance. These hours also should be recorded and counted as hours worked, with or without supervisory approval toward 40 hours in a workweek. Employees who do not request and/or receive approval for changes in work schedule and/or overtime but work overtime are subject to discipline.

The University may request employees to work overtime due to special needs of the department. Supervisors will give as much notice as possible to employees when overtime work is anticipated. Advance notice, however, may not always be possible. Refusal to work mandatory overtime will be grounds for disciplinary action up to and including termination.

## 4.9 Compensatory Time

When full-time nonexempt employees work more than forty (40) hours in the ~~employee's~~ University work week, the hours over forty (40) hours are automatically paid at straight time and the additional half (1/2) time will be banked as compensatory time. If requested, the additional half (1/2) time that is banked as compensatory time may be paid out in the following month after it is earned, with departmental budgets permitting. Compensatory time off should ~~shall~~ be taken within the 12 months immediately following the monthly pay period. An employee who has accrued compensatory time off shall be permitted to use such time within the period stated above if the use of such compensatory time off does not unduly disrupt the operations of the department.

Employees may accrue compensatory time off up to a limit established by the University, but in no case may compensatory time exceed 240 hours. An employee who has accrued compensatory time off shall, upon termination of employment, be paid for the unused compensatory time off at a rate of compensation not less than: 1) the average regular rate received by such employee during the last three years of the employee's employment; or 2)

the final regular rate received by such employee, whichever is higher. An employee may, at the discretion of the University, be paid for accrued compensatory time off at a time other than termination. Such compensation shall be paid at the regular rate earned by the employee at the time the employee receives payment.

The ~~provision~~ accrual of compensatory time applies only when the hours worked are in excess of 40 for the workweek. A department head or supervisor may schedule time off for an employee or offset hour for hour during a particular workweek to compensate for excess hours worked during a previous day of the same workweek.

## 4.11 Telecommuting

Telecommuting is a work arrangement in which employees routinely perform their regular job responsibilities away from their primary business location. Telecommuting is normally considered an alternate worksite arrangement to an employee's primary work location for a defined period of time.

Telecommuting is a privilege, rather than a matter of right or entitlement. In order for an employee to be eligible to telecommute for work, the employee must complete the Employee Agreement for Participation in Telecommuting Program form, have his/her supervisor's approval, major administrator approval, and meet the following criteria:

- Successful completion of probationary period;
- Documented performance is satisfactory or whose performance rating on their last evaluation is at least satisfactory;
- Demonstrated ability to work effectively with minimal supervision; and
- Demonstrated ability to establish priorities and effectively manage time.

## 5.3.1 Probationary Period Evaluations

New employees serve a six-month probationary period. During this period, the supervisor will complete two evaluations of the employee's work performance, at the third and sixth months of employment. Probationary evaluations assess the new employee's progress in learning the job.

During the first week of employment, the supervisor should conduct a performance planning meeting to review the job description with the employee and determine the most important duties to be learned and goals to be accomplished during the probationary period. The probationary evaluations are primarily developmental and help the supervisor identify employee strengths and weaknesses and areas where more training is required. In a probationary evaluation, a rating of "3" does not mean competent as it does in the regular performance appraisal system. A rating of "3" means satisfactory progress has been made

in learning how to do the job competently. Higher or lower ratings during the probationary period mean the new employee is progressing faster or slower than expected. An overall score of "3", meaning satisfactory progress is being made, is required for the new employee to be recommended for continued employment. An overall performance rating of 2.00-2.99 (development needed) at the three- or six-month evaluation period indicates that the supervisor should clarify job expectations and performance standards with the employee and together determine which aspects of the job need further explanation or additional training. An overall performance rating of less than 2.00 (unsatisfactory progress) at the end of the probationary period will result in termination of employment with the University. The supervisor can recommend an extension of the probationary period based on documented evidence that the normal probationary period provided insufficient time for the employee's job suitability to be determined. **Alternatively, if work is judged to be unsatisfactory, probationary employees may be dismissed at any time during the probationary period.**

~~If a new employee has received a three- or six-month probationary evaluation by March 1, that score should be forwarded to the cost center administrator for inclusion in the Compensation Matrix. If a new employee has not received at least a three-month probationary evaluation by March 1, the supervisor should forward a performance rating of "3" to the cost center administrator for inclusion in the Compensation Matrix.~~

#### 5.4 PERFORMANCE EVALUATION APPEALS

~~If an employee believes that an unfair performance evaluation or inaccurate performance evaluation has been rendered, a written response to the evaluation may be submitted to the Office of Human Resources **within 10 work days** with a request that it be placed in his/her personnel file with the performance evaluation. Employees who choose to formally appeal their performance evaluation must follow the appeal process. While the performance rating or evaluation may be appealed, the actual compensation decision (i.e., the salary increase percentage) may not be appealed.~~

~~-Step 1- Employees desiring to appeal a performance evaluation must submit a written appeal to their direct supervisor within 10 workdays of receiving the performance evaluation.~~

~~-Step 2- The employee and supervisor will meet within 10 workdays after receipt of the written appeal to discuss the employee's concerns. If the employee's concerns are not resolved, and the employee desires to escalate the appeal, the employee must submit a written appeal to the next level of supervision within 10 workdays following the employee's appeal meeting with his/her direct supervisor.~~

~~Step 3 – The appeal process may continue to the major cost center administrator (President, Provost, Vice President, Chancellor, or Chief Financial Officer), whose decision will be final.~~

The Office of Human Resources also is available to advise or counsel employees about expected performance standards and to assist employees in making adjustments regarding performance.

Employees who believe that they have been discriminated against on the basis of race, color, religion, ~~sex~~, national origin, ancestry, age, disability, ~~sexual orientation~~, or veteran status with respect to a job performance evaluation may consult the Office for Institutional Equity and Compliance. Employees who believe that they have been discriminated against on the basis of sex (including family status, marital status, pregnancy, sexual orientation, and/or gender identity/expression) may consult the Title IX Office.

### 6.1.1 Medical Benefits

Full-time employees electing to be covered under the University's medical insurance plan will contribute a portion of the cost for their coverage. The amount of the contribution will be established annually. Employees may decline the University's medical coverage. ~~by completing a Declination of Coverage form.~~ Coverage for new employees becomes effective as specified in the *Medical Insurance* booklet. Employees may cover their spouses, sponsored dependents and/or eligible children under the University's group medical plan. If dependent coverage is elected, the employee pays the monthly premium through payroll deduction.

### 6.1.2 Dental Benefits

The University pays the full cost for employee dental coverage. Employees may decline the University's dental insurance coverage ~~by completing a Declination of Coverage form.~~ Coverage for new employees becomes effective as specified in the *Dental Insurance* booklet. Employees may cover their spouses, sponsored dependents and/or eligible children under the University's group dental plan. If dependent coverage is elected, the employee pays the monthly premium through payroll deduction.

### 6.1.6 Cafeteria Plan

The University participates in the Missouri State Employees' Cafeteria Plan which allows full-time and part-time ~~regular~~ employees to contribute to certain benefit plans on a before-



tax basis. Participation in the plan is voluntary. The plan allows employee contributions for optional insurance coverage and flexible spending accounts for reimbursable health care expenses and child/dependent care expenses to be taken out of each paycheck before taxes are calculated. Other important information concerning the cafeteria plan is available online at <http://www.mocafe.com>.

### 6.2.1 Retirement

All full-time regular staff employees are enrolled as members of the Missouri State Employees' Retirement System, referred to as MOSERS. Part-time regular employees who work more than 1,000 hours on a regular basis are eligible for enrollment in MOSERS. MOSERS is a public, defined benefit retirement plan and is funded partially or entirely by University contributions, depending upon the plan in which the employee is enrolled and which is dependent upon his/her enrollment date. Employees are vested upon meeting the requirements in the applicable plan. ~~An employee hired after January 1, 2011 is vested upon reaching ten years of creditable service in the retirement system. (Five years for an employee hired prior to January 1, 2011).~~ Eligibility and length of service requirements for normal retirement and early retirement are described fully in the *MOSERS General Employees' Retirement Handbook*. The provisions of the retirement program described in this handbook are subject to change to comply with MOSERS requirements.

Employees are encouraged to schedule an appointment with the Office of Human Resources 90 days prior to their anticipated retirement date, in order to ensure timely processing of the retirement and continuation of various insurance coverages. ~~to begin preparing the application for retirement.~~ Applications for retirement must be submitted to MOSERS ~~at least 30 days before the desired retirement date; failing to do so can delay retirement.~~ Employees can submit the application electronically by accessing their employee portal on MOSERS website. The Office of Human Resources is available to ~~will assist in applying for retirement preparing all relevant retirement paperwork. During the appointment, a representative from Human Resources will explain the various retirement plans and options. Employees should bring proof of age, and if married, a copy of the spouse's proof of age and a copy of the marriage certificate.~~

### 6.2.3 Benefits Available to Retired Employees

The University extends a number of employee benefits to retired employees in recognition of their dedication and loyal service to Missouri State University. These benefits include a retired employee's identification card, use of the University's Taylor Health and Wellness Center and pharmacy, personal check cashing privileges at the Bursar's Office (Business Office on the West Plains campus), use of the Faculty/Staff Charge Account, library privileges, use of campus recreational facilities, employee discounts on purchases in the

bookstore, admission to athletic events and cultural programs at reduced employee rates, and admission to convocations and lectures. Retirees may also obtain an identification card for their spouse or sponsored dependent. Retirees may continue to be covered under the University's medical insurance by meeting the eligibility criteria specified in the Medical Insurance booklet and by making the required contributions. Continuation of the life insurance coverage is available at the time of retirement. Refer to the benefit plan booklets for applicable provisions. Retired employees also may enroll in one college course each semester and have their required student fees paid by the University. If this benefit is used for a course held during an intersession, it will count for the corresponding regular semester. This waiver of fees benefit can be assigned to the eligible dependent children of a retiree as described below, but it cannot be assigned to the retiree's spouse or sponsored dependent.

A retiree's eligible dependent children who enroll at Missouri State University are extended the same educational benefit available to the eligible dependent children of a full-time regular employee as described in Section 6.4.1 of this handbook. Under no circumstances, however, may the retiree and his/her dependent children together receive a waiver of required student fees for more than a total of 15 credit hours per academic year (12-month period beginning with the fall semester). Eligibility of dependent children of a retiree for this benefit will be determined according to the eligibility standards set forth for dependents of employees as listed in Section 6.4.1 of this handbook. This benefit is not applicable to out-of-state fees, book costs, or any special fee pertaining to a specific class or private instruction. The eligible dependent must pay the required student fees for all college-level courses taken over the 15 credit hours per academic year covered under this program. To receive this required student fee waiver benefit for eligible dependent children, the retiree must submit a completed Request for Credit Course Fee Waiver form and course schedule to the Office of Human Resources following registration. [can access the automated fee waiver system by logging onto my.missouristate.edu, Profile, Employment Details, Fee Waiver.](#)

### **6.3 Deferred Compensation Plans - TAX-SHELTERED INVESTMENT PROGRAM 403(b) and 457(b)**

Full-time and part-time regular employees are eligible to participate in a tax-sheltered investment program authorized under Sections 403(b) and 457(b) of the Internal Revenue Code through payroll deduction. ~~The 403(b) program provides employees with the means for setting aside a portion of their current earnings for retirement and having that amount removed from current taxable income. At retirement, when employees receive the benefits from the tax-sheltered investment, they must include those payments as taxable income.~~ [These investment plans allow employees to save for retirement either on a tax-deferred basis or after-tax \(Roth\). When contributing on a tax-deferred basis, when employees eventually receive benefits from their tax-sheltered investment, the payments will be](#)

reportable as income for tax purposes. Since the reportable income received at retirement is likely to be less than their income while working, there is a potential for tax advantage. If contributing on an after-tax basis, in general and under certain conditions, employees do not pay taxes when receiving benefits since taxes have already been paid. Employees may participate in both a 403(b) and the State of Missouri Deferred Compensation Plan (457 Plan). Additional information can be found on the Office of Human Resources website. <http://www.missouristate.edu/human/approv.html>.

~~Employees interested in participating in a 403(b) tax-sheltered investment program should contact an agent affiliated with a company that has been approved to offer annuity policies to Missouri State University employees. A list of companies presently approved to offer such tax-sheltered investment programs for Missouri State University employees is available either on the web at <http://www.missouristate.edu/human/approv.html> or from the Office of Human Resources. Decisions about which company, agent, policy provisions, and amount of salary reduction rest with the employee. The University does not endorse any particular policy or company. Once a company and investment program has been selected by the employee and an account established from one of the companies in the Missouri State University 403(b) Plan, the employee must use the Retirement Manager Platform, MyRetirementManager of the Office of Human Resources to submit their request for salary deferral reduction and make their investment choice(s).~~

~~Occasionally, the Office of Human Resources is contacted by employees asking for clarification of the authority of 403(b) representatives to contact them during work time. Representatives of approved companies may contact employees during work hours, provided the representatives comply with the following guidelines:~~

- ~~Contact by telephone during work hours is permissible; however, the telephone call should only be for the purpose of obtaining an appointment with the employee. The call should not involve a discussion or explanation of the investment program, benefits, or options, or convey the impression of a "sales pitch."~~
- ~~Contact in person on University property is permissible only if it occurs during the employee's free time.~~

### 6.4.1 Credit Course Fee Waivers

Full-time regular employees are eligible to enroll at Missouri State University for a total of 15 credit hours of college-level courses in an academic year (12-month period beginning with the fall semester) and have their required student fees paid by the University. If an employee also has a spouse/sponsored dependent, ~~husband and wife both are~~ and both are full-time employees of the University, they have a combined total of 30 credit hours for which the University will pay the required student fees during an academic year. In order for the University to pay the required student fees, employees must be employed by the University prior to the start of the semester for which they have enrolled and intend to use the fee waiver benefit. If the employee terminates employment prior to the start of the semester in which the University has paid the required student fees, the University will

cancel the payment of those fees and will bill the person who received the fee waiver for the amount due the University.

Employees who have used their 15 credit hour benefit during a given academic year, and who enroll in additional courses at Missouri State University during the same academic year, must pay the required student fees for those additional courses. This fee waiver can be applied to auditing a class, intersession classes and repeated classes. This benefit is not applicable to book costs, or any special fee pertaining to a specific class or private instruction.

Employees may assign part or all of the 15 credit hour benefit to their spouse, sponsored dependent and/or their eligible dependent children. For purposes of this policy, the Internal Revenue Code defines an eligible dependent child as an employee's son, stepson, daughter, or stepdaughter. Such children must be a dependent of the employee and must not have attained the age of 24 years at the start of the semester in which the credit hour fee waiver is applied. In addition, children of divorced or separated parents are treated as a dependent of both parents where (1) the parents are divorced, legally separated, or separated under a written separation agreement; and (2) the children receive over half of their support from their parents. The spouse, sponsored dependent and/or eligible dependent children must have been admitted to Missouri State University or must qualify for the high school senior early admission program.

The purpose of offering credit course fee waivers through the Employee Educational Opportunity Program is to (1) encourage overall employee improvement (2) encourage development of qualifications which may increase an employee's skill in his/her present job or lead to advancement through additional education, and/or (3) enhance the fringe benefit program by extending course enrollment benefits to spouses and eligible dependents.

The following requirements must be met in order for an employee to participate in this program:

- The individual receiving the fee waiver must file an application for admission or readmission with the Office of Admissions and Recruitment and must meet all academic admission requirements stipulated in the *Missouri State University Undergraduate Catalog* or the *Missouri State University Graduate Catalog*. (See calendar in *Catalog* and *Class Schedule* for deadlines).
- Courses taken by employees (1) must be taken outside assigned scheduled working hours, or (2) an equivalent adjustment must be made in the employee's work schedule to make up the time away from work, or (3) an equivalent adjustment must be made by requesting leave without pay, or (4) the time away from work must be requested as vacation leave.
- Employees are expected to work 40 hours weekly. Work schedule adjustments may be made within the department. However, the adjustment must be approved by the

department head or supervisor in advance and should not be considered if it interferes with the normal operations of the department.

- Participation in the program is voluntary. Responsibility for course work rests with the individual and work hours are not to be used for class preparation.
- Employees using this benefit can access the automated fee waiver system by logging onto my.missouristate.edu, Profile, Employment Details, Fee Waiver.

### **6.11.22 Recreational Facilities including Bill R. Foster and Family Recreation Center (FRC)**

The Bill R. Foster and Family Recreation Center (FRC), managed by Campus Recreation, offers a place for the entire campus community, including staff, to work out, play and learn about healthy living. Memberships are available to staff and include use of all amenities with discounts on wellness classes. Employees may also use their non-credit fee benefit for Wellness classes in the FRC including ~~massage therapy and personal training~~. For more details, contact Campus Recreation at 417-836-5334 or [www.missouristate.edu/recreation](http://www.missouristate.edu/recreation).

All employees of the University may use the FRC, Plaster Student Union, Hammons Student Center, Plaster Sports Complex, McDonald Arena, and other recreational facilities of the University, under the conditions and applicable rules and when scheduling at those facilities permits.

### **7.3 Staff Changes to Full-time, Regular Faculty**

Staff employees who are appointed to a full-time, 9-month faculty position no longer earn vacation. Vacation accrual ceases upon the effective date of appointment to their 9-month faculty position responsibilities. Employees who have accrued vacation days are encouraged to use such vacation prior to the start of the faculty position responsibilities. Any earned, unused vacation days not taken prior to the start of the faculty position responsibilities will be paid as a supplemental payment. Any unused sick leave days not taken prior to the start of the faculty position responsibilities will be retained and included in the ongoing sick leave accrual. ~~until the employee resigns or retires from the University.~~ Upon resignation or retirement, the unused sick leave days will be reported to MOSERS for inclusion as creditable service in accordance with MOSERS' policy regarding the reporting of unused sick leave.

#### **7.5.3 Sick Leave Accrual and Use**

Refer to the applicable Faculty Handbook sections regarding sick leave accrual and use. Sick leave accrues at the rate of eight (8) hours per pay period (1 day) for full-time, 12-month employees. Faculty members with appointments of less than 12 months (e.g., 9

month positions) will accrue sick leave on a basis prorated to full-time, 12-month appointments (e.g., 72 hours, or 9 day days, per year for 9-month appointments). There is no limit on the number of earned sick leave days that may be accrued or carried forward. This system allows employees the opportunity to accumulate a substantial amount of paid sick leave in the event of an accident or long-term illness. Employees will accrue leave with a minimum of 80 hours paid time in a pay period. Employees who terminate employment or retire from the University will accrue sick leave in the month of termination/retirement provided that they have 80 hours of paid time for that pay period; no partial monthly accruals are allowed.

Sick leave may be taken as leave accrues for employee illness or injury which renders the employee incapable of performing the duties of the position and for preventative medical and dental care. Sick leave may also be used to provide care to the employee's spouse, sponsored dependent, child(ren), parents, mother-in-law, father-in-law, or other family members who require the employee's personal care and attention due to illness, injury, childbirth, or adoption (in a manner consistent with Section 7.7 of the Employee Handbook). Sick leave may be taken only after time is accrued and recorded at the end of the month. It cannot be taken before it is accrued or in anticipation of it being recorded at the end of the month.

Up to three (3) days of sick leave per calendar year may be granted for any reason deemed important to an employee and is referred to as personal leave. Personal leave does not accumulate from one (1) calendar year to the next. If personal leave is not taken in any given year, it is accumulated as sick leave. Personal leave must be taken in a full-day increment. Any portion of a day will count as one day of personal leave.

Employees who are off work due to a work-related injury or illness (i.e., one for which the employee has filed a workers' compensation claim) will not accrue any sick leave if they do not have 80 hours paid time during each pay period that they are off work. Employees may supplement their workers' compensation payments (i.e., the temporary total disability [TTD] payments from the State of Missouri) by using their accrued vacation, sick leave, or compensatory time off during the pay period in order to meet the minimum 80 hours of paid time.

### 7.19.5 Shared Leave (SL) Committee

A. The SL Committee shall be comprised of six (6) members: two (2) administrators, one (1) Office of Human Resources representative and three (3) Staff Senate members. The Director of Human Resources or their designee and the Office of General Counsel will act as ~~an~~ *ex officio* memberss of the Committee. The Committee will be categorized as a University Committee.

B. Committee appointment will be determined as follows:

- a. Staff Senate members will be appointed by the Staff Senate

- b. Human Resources representative will be appointed by the Vice President of Administrative Services.
  - c. Two (2) administrators will be appointed by the University President
- C. The Committee will elect a new Chair and Vice Chair each year at the first meeting in July. Terms will run July – June.
- D. Members of the Shared Leave Committee shall serve a two-year calendar term with the exception of one (1) at Staff Senate member, which will serve a one-year term. The other Staff Senate members will serve a two-year term. Thereafter, the one-year Staff Senate appointee will serve a two year term which will allow the Staff Senate membership to be replaced on alternate years. In the event that the appointed Staff Senate member's term on Staff Senate ends before the term on the Shared Leave Committee, a new appointee will be appointed by their respective body.
- E. The Committee must sign a HIPAA Compliant Confidentiality Agreement promising to maintain all information on a confidential basis. Any breach of confidentiality will result in the committee member being excused and a replacement member being appointed. In addition, disciplinary action, up to and including termination of an employee may be taken as a result of any breach of confidentiality.
- Examples of a breach of confidentiality include, but are not limited to:
- a. Speaking of applicant's name and/or health condition outside of committee
  - b. Speaking of applicant's number of hours requested outside of committee
  - c. Speaking of the committee's decision and reasoning for granting or not granting benefits from the leave pool outside of committee.
- F. The SL Committee will determine whether the employee request falls under the guidelines for a qualifying event.
- G. The Committee will review all applications for the SLP and shall follow the criteria set out in this policy to approve or disapprove the request for SLP benefits. The Committee's decision is final.
- H. The Committee will convene as needed to review applications and approve or disapprove a SLP request. A minimum of four (4) committee members must be present to constitute a quorum. Name of applicant will remain anonymous.
- I. In the event that the SLP falls below 200 hours or \$25,000.00, no more shared leave will be authorized until more hours are available. Lower leave levels may determine leave distributions. If insufficient balances are experienced, the Office of Human

Resources may send a communication to eligible employees indicating such a need but may not under any circumstances coerce an employee(s) to contribute leave time.

## 7.20 Long-Term Paid Sick Leave for Faculty

Refer to the applicable Faculty Handbook sections regarding long-term paid sick leave for faculty.

### .Springfield and Mountain Grove Campuses

Consistent with Section 6.6.6 of the Faculty Handbook for the Springfield campus, all full-time faculty, including both clinical faculty and instructors, are eligible for up to one (1) semester of paid sick leave, contingent upon recommendation by the faculty member's Department Head and college Dean, and approval by the Provost. (For information regarding the procedure for requesting this benefit, please refer to the Office of the Provost website.) In the event that a semester of paid sick leave is granted to a faculty member, the faculty member's accrued, unused sick leave (up to the total number of hours of the granted leave of absence) will be applied against the period of absence.

Faculty members may also use sick leave due to an illness or injury of the employee's spouse, sponsored dependent, child(ren), parents, mother-in-law, father-in-law, or other family members who require the employee's personal care and attention. In exceptional circumstances, a faculty member may also be granted up to one (1) semester of paid sick leave in order to provide care to a family member who requires the faculty member's personal care and attention due to illness, injury, childbirth or adoption. A proposal for such exceptional leave must be made by the college Dean, who should give due consideration to the fiscal constraints of the college and the staffing needs of the department. To facilitate fair and consistent application, such proposals may be reviewed by a standing committee, who will in turn make recommendations to the Provost. Ultimately, all requests for exceptional leave must be approved by the Provost, whose determination is final.

### - West Plains Campus

With respect to the West Plains campus, all full-time faculty, including both clinical faculty and instructors, are eligible for up to one (1) semester of paid sick leave, contingent upon recommendation by the faculty member's Department Head and the Dean of Academic Affairs, and approval by the Chancellor. (For information regarding the procedure for requesting this benefit, please refer to the Academic Affairs website.) In the event that a semester of paid sick leave is granted to a faculty member, the faculty member's accrued, unused sick leave (up to the total number of hours of the granted leave of absence) will be applied against the period of absence.

Faculty members may also use sick leave due to an illness or injury of the employee's spouse, sponsored dependent, child(ren), parents, mother-in-law, father-in-law, or other family members who require the employee's personal care and attention. In exceptional circumstances, a faculty member may also be granted up to one (1) semester of paid sick leave in order to provide care to a family member who requires the faculty member's personal care and attention due to illness, injury, childbirth or adoption. A proposal for such exceptional leave must be made by the Dean of Academic Affairs, who should give due consideration to the fiscal constraints of the college and the staffing needs of the



~~department. To facilitate fair and consistent application, such proposals may be reviewed by a standing committee, who will in turn make recommendations to the Chancellor. Ultimately, all requests for exceptional leave must be approved by the Chancellor, whose determination is final.~~

## 9.7 General Provisions For Disciplinary Actions

All ~~disciplin~~ disciplinary actions administered by the University must be documented in writing. With the exception of first warnings, a copy of the ~~report of~~ disciplinary action must be given to the employee involved and a copy shall also be included as a permanent part of the employee's personnel file.

Employees represented by the bargaining unit and covered under the Memorandum of Agreement between the University and The International Brotherhood of Electrical Workers (IBEW) and/or The International Brotherhood of Teamsters Local Union 245 have the right to request the presence of the union steward at a disciplinary meeting in which the employee is to be issued any written discipline.

If the disciplinary action taken is a termination of employment, an employee will be provided a written notice stating the reason for the proposed termination and afforded an opportunity to respond to the proposed action prior to the implementation of the termination.

It is the policy of the University to be fair and impartial in all its relations with employees and to recognize the dignity of the individual. Fairness and consistency require that certain general principles of administering discipline be followed by all supervisors. Representatives in the Office of Human Resources are available to discuss the appropriate course of action in a particular case. Disciplinary action involving transfer, compensation reduction, withholding salary increases, demotion, suspension or dismissal are accomplished upon the recommendation of the department head, appropriate vice president, and with the approval of the Director of Human Resources.

By approval of this Employee Handbook, discretion in the administration of discipline is vested by the Board of Governors in the University Administration, and subject to review by the Board of Governors in certain circumstances, as authorized through the grievance procedure. ~~An~~ In the event that an employee who feels he/she has been dealt with unfairly inappropriately regarding disciplinary action, the employee is referred may refer to the Grievance Procedure (See Chapter 10 of this handbook).

## 10.0 Grievance Procedure

This grievance procedure is designed to address complaints and disputes between the employee and the University over working relationships, working conditions, employment practices or differences in interpretation of policies. This grievance procedure applies only

to non-probationary, full-time employees. ~~non-union employees.~~ Union employees are covered by the grievance procedure established in the Memorandum of Agreement between the University and The International Brotherhood of Electrical Workers (IBEW), AFL-CIO, Local No. 453 and The International Brotherhood of Teamsters Local Union 245.

~~In the case of a grievance by a part-time employee, or in any case where the subject matter of the appeal is other than termination from employment, the decision of the President the - decision at the Vice Presidential Level shall be final. Further appeal to the Board of Governors is not available unless the Board, as a matter within its discretion, takes action to hear the appeal.~~

~~This grievance procedure is designed to address complaints and disputes between the employee and the University over working relationships, working conditions, employment practices or differences in interpretation of policies. Employees who believe they have a legitimate grievance may undertake the following procedure in order to resolve the matter. In certain circumstances, employees may be suspended either with or without pay, as determined appropriate by the University, pending the outcome of the grievance procedure. In cases of employment termination, the grievance procedure may be utilized after the termination effective date.~~

~~This grievance procedure applies only to non-union employees. Union employees are covered by the grievance procedure established in the Memorandum of Agreement between the University and The International Brotherhood of Electrical Workers (IBEW), AFL-CIO, Local No. 453 and The International Brotherhood of Teamsters Local Union 245. In the case of a grievance by a part-time employee, or in any case where the subject matter of the appeal is other than termination from employment, the decision of the President shall be final. Further appeal to the Board of Governors is not available unless the Board, as a matter within its discretion, takes action to hear the appeal.~~

~~This grievance procedure is designed to address complaints and disputes between the employee and the University over working relationships, working conditions, employment practices or differences in interpretation of policies. Employees who believe they have a legitimate grievance may undertake the following procedure in order to resolve the matter. In certain circumstances, employees may be suspended either with or without pay, as determined appropriate by the University, pending the outcome of the grievance procedure. In cases of employment termination, the grievance procedure may be utilized after the termination effective date.~~

As outlined in the Missouri State University Nondiscrimination Policy (see Chapter 2), the University maintains a grievance procedure incorporating due process available to any - employee who believes he or she has been discriminated against. Missouri State University is an Equal Opportunity/Affirmative Action/Minority/Female/Veterans/Disability employer. Inquiries concerning the complaint/grievance procedure related to sex discrimination, including sexual harassment and sexual assault, should be addressed to the Title IX Coordinator, Carrington Hall 205314, 901 S. National Ave., Springfield, Missouri 65897, TitleXoffice@missouristate.edu, 417-836-6810, or to the Office for Civil Rights. All other inquiries concerning the grievance procedure, Affirmative Action Plan, or compliance with federal and state laws and guidelines should be addressed to the Equal

Opportunity Officer, Office for Institutional Equity and Compliance, Park Central Office Building, Suite 111, Springfield, Missouri 65897, equity@missouristate.edu, 417-836-4252, or to the Office for Civil Rights. (Res. Board Policies No. 70-11; Bd. Min. 10-28-11.).

~~the University also maintains a separate grievance process for any employee who believes they have been subject to discrimination or harassment on any basis not related to the applicable job related requirements (e.g., race, sex, disability, veteran status, etc). In such cases employees may elect to utilize the Office for Institutional Equity and Compliance Complaint Procedures. For additional information, employees may contact the Office for Institutional Equity and Compliance at (417) 836-4252 or via e-mail at equity@missouri.edu. Information about the Office for Institutional Equity and Compliance Complaint Procedures is also available online at <http://www.missouristate.edu/equity>. Link it to the website not necessarily to the complaint proc.~~

### **10.1 STEP 1 – Immediate Supervisor**

Discussion of the problem with the immediate supervisor is encouraged as a first step with the objective of resolving the matter informally. The majority of disputes, complaints, or misunderstandings can be resolved at this level. Employees should bring their grievances to the attention of their supervisor in a timely manner in order to resolve it as quickly as possible. Generally, in order for a grievance to be timely, it must be presented within 10 work days of occurrence. The supervisor will have 10 work days to inform the employee in writing of the decision regarding the grievance. There may be situations that employees feel cannot be discussed with their immediate supervisor. In these instances, employees are encouraged to request a meeting with their department head or administrator. The Office of Human Resources is available to assist or advise employees regarding grievance procedures.

### **10.2 STEP 2 – Appeal to the Department Head Level**

If the problem is not resolved as provided in Step 1, then the employee may formalize the grievance by submitting it in writing to the department head level. The written grievance will identify the policy or regulation which is alleged to have been violated, will contain the remedy sought, and will be signed and dated by the employee. A written grievance should be filed by the employee within 10 work days after the supervisor has rendered a decision to the employee. In an effort to resolve the problem, the department head level will consider the facts, conduct an investigation, may give the employee the opportunity to present the case orally, and also may review the matter with a member of the Office of Human Resources. The department head level may affirm, reverse or modify the supervisor's decision, and will notify the employee of the decision in writing within 10 work days after receiving the appeal.

### **10.3 STEP 3 – Appeal to the Vice Presidential Level**

If an employee is not satisfied with the decision of the department head level, he/she may appeal to the appropriate vice presidential level or designee within five (5) work days after receiving that decision. The appeal will be in writing and will include all of the information included in the initial grievance and subsequent appeals, all the decisions related thereto, and any other pertinent information the employee may wish to submit. The appeal will be signed and dated. The vice presidential level will investigate the grievance and will allow the employee to present the case orally. The vice presidential level has the option of appointing a three-member panel from the University community to also hear the case and review the actions to ensure that University procedures have been followed and due process has been afforded to the employee. The vice presidential level may affirm, reverse, or modify the previous decision in writing within 10 work days after receiving the appeal. On the West Plains campus, this appeal step is made to the Chancellor.

#### **10.4 STEP 4 – Appeal to the President**

If an employee is not satisfied with the decision rendered at Step 3 of the grievance procedure, he/she may appeal to the President within five (5) work days after receiving that decision. The appeal will be in writing, and will include all of the information included in the initial grievance and subsequent appeals, all decisions related thereto, and any other pertinent information the employee may wish to submit. The appeal will be signed and dated.

The President will initiate an investigation into the matter and may give the employee the right to present his/her case orally. The President may affirm, reverse, or modify the previous decision and, within a reasonable time frame, will notify the employee of the decision in writing. The appeal, together with the President's findings, may be reported to the Board of Governors. ~~In the case of a grievance by a part-time employee, or in any case where the subject matter of the appeal is other than termination from employment, the decision of the President shall be final.~~ Further appeal to the Board of Governors is not available unless the Board, as a matter within its discretion, takes action to hear the appeal.

#### **10.5 STEP 5 – Appeal to the Board of Governors**

An appeal to the Board of Governors must be made in writing by the employee, and must be filed with the University President within ten (10) work days following the issuance of the findings by the University President; otherwise the findings become final. Upon receipt of the written appeal, the University President will notify the President of the Board of Governors. The President of the Board will schedule the grievance appeal for hearing at the next regular Board meeting, or as otherwise determined appropriate by the President of the Board. The Board may refuse the appeal, thereby affirming the findings of the University President; or it may hear the appeal. The appeal may be formal or informal, and the time and place of such appeal will be communicated within a reasonable time to all parties involved. The Board, or its designated committee, shall have access to all facts and information it may feel are relevant and material to the issue. Parties involved in the appeal may be represented by counsel. The presiding officer selected by the Board of Governors

will rule on all questions of evidence and procedure. Upon conclusion of such appeal, the Board or its designated committee will render a finding in writing which will be final.

## **10.6 General Grievance Provisions**

The decisions received during the Grievance Procedure will be considered final unless the employee asks for further review as previously described. If the employee does not ask for further review of the grievance, within the specified time limit, the grievance will not be considered further. The time limits established for each step in the process allow expeditious resolution of grievances. These time limits are firm unless the parties involved in the grievance mutually agree in writing to extend the time limit. Such extensions of the time limits may be justified by the complexity of the case or by the availability of individuals involved. The University will not tolerate any form of retaliation against employees availing themselves of this procedure. The procedure should not be construed, however, as preventing, limiting, or delaying the University from taking disciplinary action against any individual, up to and including termination, in circumstances (such as those involving problems of overall performance, conduct, attitude, or demeanor) where the University deems disciplinary action appropriate.

VII.B.3.

**RECOMMENDED ACTION: New Program - Master of Athletic Training**

The following resolution was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_.

**WHEREAS**, in June 2015, the Commission on Accreditation of Athletic Training Education (CAATE) announced that a professional master's degree would be the minimal degree requirement for certification as an athletic trainer as of 2022; and

**WHEREAS**, the Department of Sports Medicine and Athletic Training wishes to transition its very successful and accredited Bachelor of Science in Athletic Training program to a professional level Master of Athletic Training program; and

**WHEREAS**, in addition to meeting the mandated accreditation degree transition, the proposed program aligns with the University's mission and strategic initiatives, has the support of the sports medicine community, and will provide graduate trained health care professionals for the state of Missouri;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Governors for Missouri State University that the Master of Athletic Training be added to the programs of the Department of Sports Medicine and Athletic Training.

**VOTE:**        AYE \_\_\_\_\_

                  NAY \_\_\_\_\_

**EXECUTIVE SUMMARY:**

Given the recent mandate from the Commission on Accreditation of Athletic Training Education (CAATE) that in the near future (2022) a professional master's degree will become the minimal degree requirement for certification as an athletic trainer, the Department of Sports Medicine and Athletic Training plans to transition from their current Bachelor of Science in Athletic Training degree to the Master of Athletic Training. The transition process will permit those who are currently enrolled in the undergraduate program to complete their program before the undergraduate program is eliminated. Those who complete the professional degree will be well prepared to enter a rapidly expanding health care field.

Full admission to the Master of Athletic Training program will be selective and competitive. Each cohort will be comprised of students who have a baccalaureate degree from an accredited college or university. As part of this degree, successful applicants will be expected to have completed a specific set of prerequisite classes. The graduate

program will be comprised of 61 credits including a capstone project. Those who successfully complete all aspects of the degree program will be eligible to take the Board of Certification examination. The department anticipates that at least 85% of the program graduates will pass this national certification exam on the first attempt.

Missouri State University will be the only public institution in southern Missouri to offer the Master of Athletic Training program. Currently, one private university (St. Louis University) offers the professional AT degree at the Master's level. Truman University and Evangel University are in the process of transitioning to the Master's degree.

The increased costs associated with this change from an undergraduate to a graduate level will be largely covered by tuition and course fees.

The demand for this program should be significant. Everyone who applies will not be admitted. Given the fact that in the beginning the department will be offering both undergraduate classes to those completing their BSAT degree as well as new graduate classes for those entering the Master's cohort, only 12 students will be admitted. Once the teach-out of the BSAT is complete, the new program will admit a cohort of 20 students each year. All of these students will be full-time.



**THE OFFICE OF RESEARCH ADMINISTRATION  
ACTIVITY REPORT – FISCAL YEAR 2017 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 2017 through the month of May.

**PROJECT HIGHLIGHTS**

- **Amy Blansit**, Instructor of Kinesiology, received **\$260,000** from the **Community Foundation of the Ozarks** to continue the Northwest Project. The Northwest Project is a collaboration with the Drew Lewis Foundation, Drury University, and many other community programs that provide resources and empowerment to families in Springfield, Missouri. The program framework is a systems change model focusing on the realignment of existing community resources with the goal of moving families out of poverty.
- **Tara Oetting** and **Wafaa Kaf**, faculty in the Communication Sciences & Disorders department, received **\$19,046** from the **US Department of Education** through the **Missouri Department of Elementary and Secondary Education** to continue their Deaf/Hard of Hearing (D/HH) On-Line Community of Practice. This online forum provides an opportunity for individuals in school districts and approved private agencies in Missouri to engage in ongoing dialogue, information sharing, problem solving and resource sharing around topics of concern to educators of preK-12 students who are D/HH. This practice will ensure that participants receive sustained technical assistance and support in a timely manner.
- **Linda Wulff-Risner**, an Assistant Professor of Agriculture at MSU-West Plains, received **\$7,000** from the **Rural Community College Alliance** to start a farmers market using the MSU-WP greenhouse. The West Plains campus established their greenhouse in 2014 using external grant funds. This greenhouse is a working laboratory supporting the effort of educating local agriculturalists to produce and market healthy foods. This project partners with Ozark Farmers Agricultural Coop, University of Missouri Extension, and Trillium Trust.

**RESULTS**

As of the end of May, the University has submitted 321 proposals for support of University-based projects. To date, 235 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 \$18.0 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.

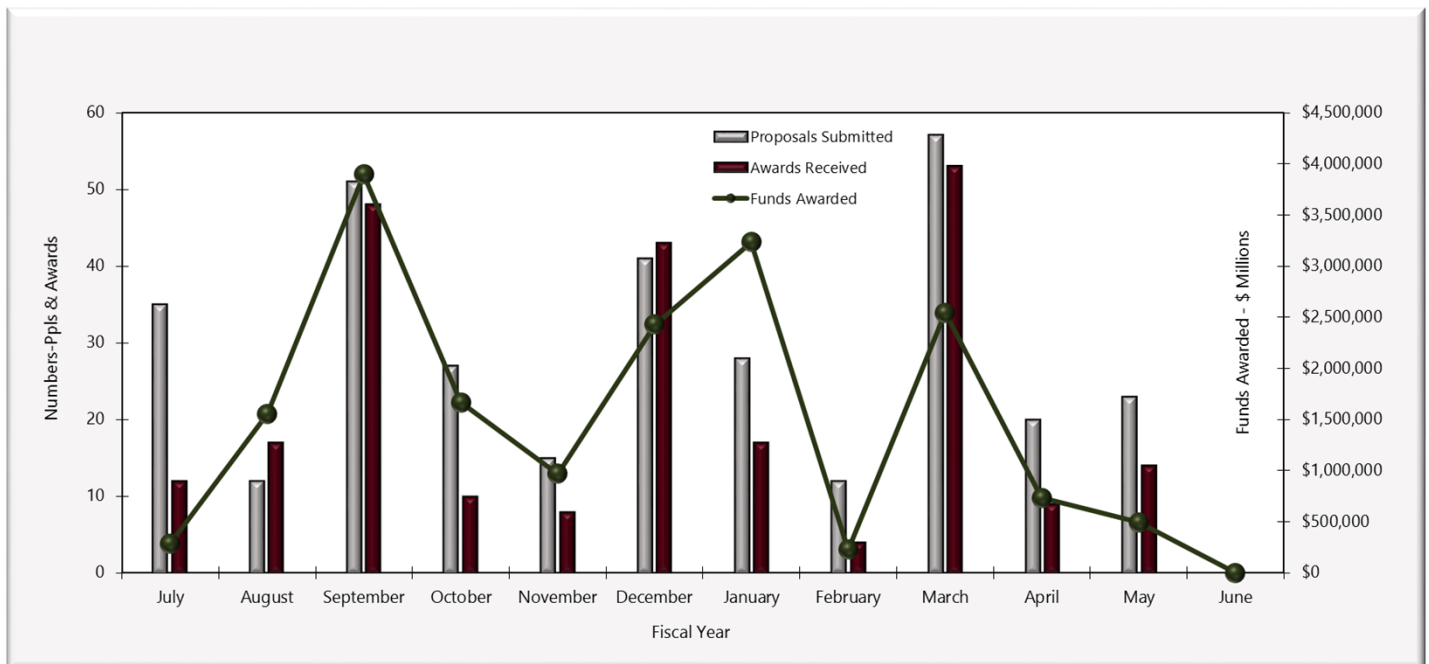
Key Indicators	Activity for FY 2017	% Change from FY 2016
Proposals Submitted	321	1%
Funds Requested	\$47,759,381	-9%
Named Investigators	112	8%
Grants & Contracts Awarded	235	-2%
Funds Awarded	\$18,032,202	-21%



External funding activity so far in FY 2017:

**Sponsored Program Activity FY2017**

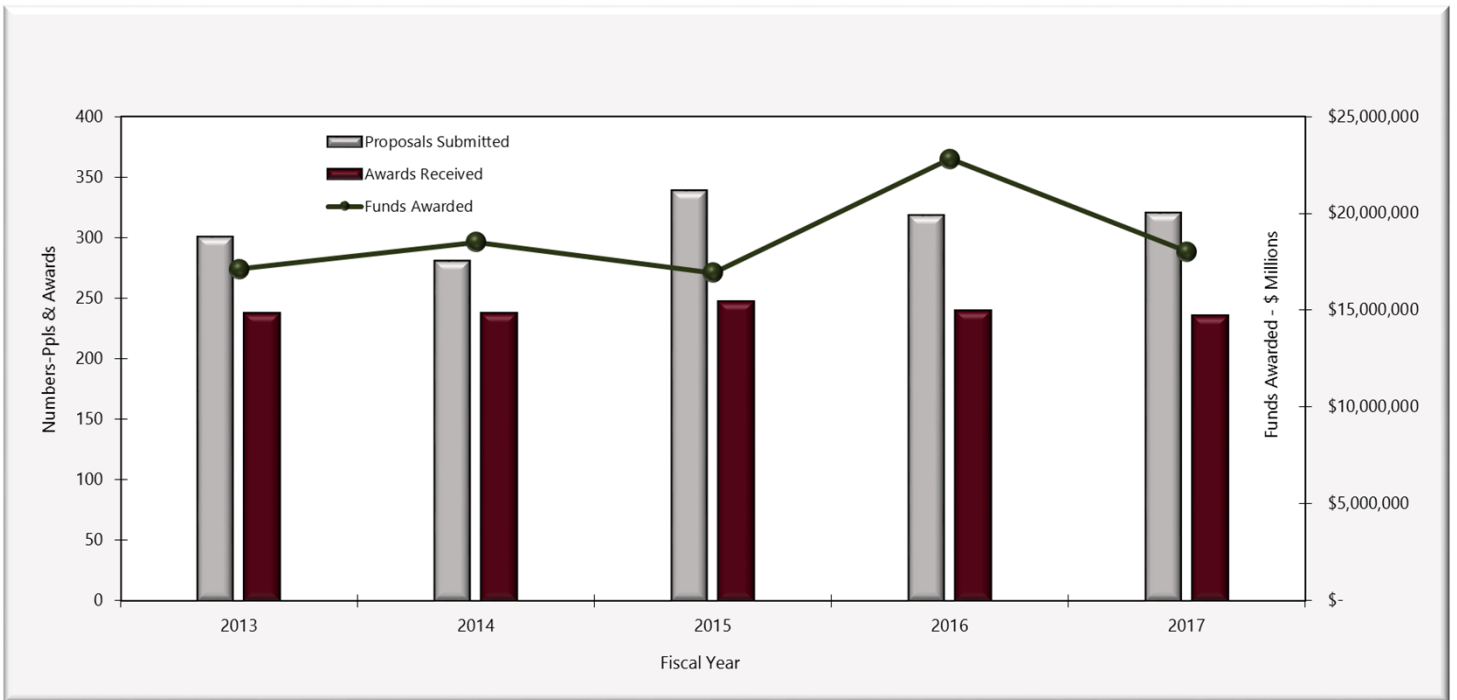
Month	Proposals Submitted	Total Awards	Dollars Awarded
July	35	12	\$284,631
August	12	17	\$1,556,009
September	51	48	\$3,896,231
October	27	10	\$1,667,189
November	15	8	\$969,066
December	41	43	\$2,429,709
January	28	17	\$3,235,242
February	12	4	\$225,130
March	57	53	\$2,544,696
April	20	9	\$731,775
May	23	14	\$492,524
June	0	0	\$0
	321	235	\$18,032,202



A comparison of activity over the last five years:

**Cumulative Sponsored Program Activity through the Month of May (FY 2013 – FY 2017)**

Fiscal Year	Proposals Submitted	Number of Awards						\$Millions	
		Education	Equipment	Facilities & Infrastructure	Research	Service	Ttl Awds	Requested	Awarded
2013	301	54	2	4	45	132	237	\$ 27,574,402	\$ 17,115,824
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	\$ 47,759,381	\$ 18,032,202



Grant and contract activity for FY 2017, through May:

**Missouri State University**  
**FY 17 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	1	0	1	1	\$ 8,027	1	1	\$ 8,027
College of Agriculture	2	8	0	9	17	16	\$ 558,578	12	11	\$ 558,578
Center for Grapevine Biotechnology	0	1	0	1	3	2	\$ 66,080	3	2	\$ 66,080
Mid-America Viticulture & Enology Center	1	1	1	0	4	3	\$ 129,066	4	3	\$ 129,066
College of Arts & Letters	1	3	1	4	6	7	\$ 787,353	4	4	\$ 783,322
Center for Dispute Resolution	0	1	0	1	4	4	\$ 83,816	4	4	\$ 83,816
Center for Writing in College, Career, & Community	3	2	2	1	22	11	\$ 175,893	12	7	\$ 179,704
College of Business	0	1	0	1	5	5	\$ 1,798,619	6	5	\$ 1,798,619
Center for Project Innovation & Management	0	1	0	0	1	0	\$ -	1	0	\$ -
College of Education	3	12	3	9	25	21	\$ 1,244,223	18	20	\$ 1,212,052
Institute for Play Therapy	1	0	1	0	1	1	\$ 400	1	1	\$ 400
Institute for School Improvement	0	0	0	0	0	0	\$ -	0	0	\$ -
Southwest Regional Professional Development Center	3	1	2	1	9	8	\$ 1,289,954	8	7	\$ 1,289,954
College of Health & Human Services	7	16	2	17	40	34	\$ 1,486,057	29	27	\$ 1,489,824
Center for Research & Service	0	1	1	0	1	1	\$ 6,680	1	1	\$ 6,680
College of Humanities & Public Affairs	1	8	1	3	11	5	\$ 24,988	7	3	\$ 37,511
Center for Archaeological Research	2	1	2	1	8	8	\$ 88,028	6	6	\$ 88,027
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	46	1	17	105	32	\$ 837,157	76	27	\$ 851,200
Bull Shoals Field Station	0	1	1	1	3	5	\$ 46,066	3	4	\$ 46,066
Center for Resource Planning & Management	5	0	3	1	24	15	\$ 717,790	15	10	\$ 817,790
Ozark Environmental Water Research Institute	1	1	1	1	14	12	\$ 364,280	8	6	\$ 270,106
Diversity & Inclusion	0	0	0	0	0	0	\$ -	0	0	\$ -
Graduate College	0	0	0	0	0	0	\$ -	0	0	\$ -
Information Services	2	0	0	0	3	0	\$ -	1	0	\$ -
Library	2	1	1	0	3	1	\$ 2,500	3	1	\$ 2,500
President	1	0	3	0	2	3	\$ 75,156	2	2	\$ 75,156
Provost	2	3	1	1	8	2	\$ 578,164	5	2	\$ 578,164
Ozarks Public Health Institute	0	1	0	1	11	11	\$ 317,416	9	9	\$ 313,649
Southwest Missouri Area Health Education Center	1	0	1	0	7	6	\$ 292,935	7	6	\$ 292,935
Research & Economic Development	5	0	4	0	21	21	\$ 2,019,861	17	17	\$ 2,019,861
Center for Applied Science & Engineering	3	0	4	0	12	13	\$ 1,177,860	6	7	\$ 1,177,860
Center for Biomedical & Life Sciences	0	1	0	1	19	16	\$ 414,685	19	16	\$ 414,685
International Leadership & Training Center	1	0	1	0	5	5	\$ 1,654,900	5	5	\$ 1,654,900
Jordan Valley Innovation Center	1	0	1	0	7	7	\$ 715,270	7	7	\$ 715,270
Small Business Development & Technology Center	1	0	1	0	7	6	\$ 236,257	7	6	\$ 236,257
Student Affairs	3	0	2	0	4	3	\$ 571,317	3	3	\$ 571,317
West Plains	5	4	2	2	11	5	\$ 262,827	11	5	\$ 262,827
<b>TOTAL</b>	<b>60</b>	<b>115</b>	<b>44</b>	<b>73</b>	<b>424</b>	<b>290</b>	<b>\$ 18,032,202</b>	<b>321</b>	<b>235</b>	<b>\$ 18,032,202</b>

\* 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.

**RECOMMENDED ACTION** - Approval of consultant and authority to enter into an agreement for professional services in conjunction with the renovation of Woods House.

The following resolution was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_:

**BE IT RESOLVED** by the Board of Governors of Missouri State University that the professional services of TreanorHL in conjunction with the renovation of Woods House be accepted, approved, and awarded.

**BE IT FURTHER RESOLVED** that TreanorHL perform this work for a fixed fee of Eight Hundred Fifty-five Thousand and 00/100ths dollars (\$855,000.00) plus reimbursable expenses.

**BE IT FURTHER RESOLVED** that this be paid from the Woods House Renovation budget funded from the Residence Life Reserve 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 firm selected, incorporated herein by reference, and perform those acts necessary to carry out and perform the terms of the agreement.

**VOTE:**        **AYE** \_\_\_\_\_

**NAY** \_\_\_\_\_

**COMMENTS:**

Following a recent programming and conceptual study by TreanorHL on Woods House to determine priorities and costs, the University would like to proceed with the renovation. Work within the residence hall has to be completed during the summer break between the end of the Spring semester and the beginning of the Fall semester.

Work that must be completed in the summer of 2018 includes installing a new four-pipe heating ventilation and air conditioning system with new energy recovery units, removing the textured ceiling, and painting in all student rooms.

This project will be paid from the Woods House Renovation budget funded from the Residence Life Reserve (\$855,000.00) budget.

X.A.

**REPORT TO BOARD OF GOVERNORS  
FROM ASSISTANT TO PRESIDENT/CHIEF DIVERSITY OFFICER  
Submitted for Board of Governors Meeting (June 23, 2017)**

**5<sup>th</sup>Annual Collaborative Diversity Conference: “Practice what you preach in diversity & inclusion”**. Planning to begin July 2017 for 2018 Collaborative Diversity Conference.

**Missouri Diversity Officers in Higher Education (MODOHE)**

CDO and VPDDI will continue to attend quarterly meetings with next meeting at Fall Conference at Washington University in St. Louis on Monday, October 16, 2017.

**Transition Support Program (TSP) Workgroup**

CDO continues to chair TSP workgroup that meets twice a week to develop pilot program for a transition support program that also encompasses an early start summer session for underrepresented students starting fall 2017. Collaborative planning approach with the CDO, Student Affairs, and First Year Programming for a 75 - 100 student cohort has resulted in draft job description for faculty coordinator and curriculum for 2-day early arrival sessions along with opportunity to participate in URSA. The TSP will facilitate orientation and cultural consciousness/ awareness activities and include community and campus connection activities and support throughout academic year to enhance student retention/success during the first 2 years after enrollment [PLANNING CONTINUING]

**Staff Diversity Composition Initiative**

Administrative Council for reviewed and approved initiative developed by General Counsel, CDO and HR director.

**Faculty Mentoring Program**

University-level Faculty Mentoring Program Proposal to be submitted by Diversity Fellow to the Chief Diversity Officer for review. Surveys collected for each session of the Diversity Scholar & Inclusive Instruction workshop series and the Scholar 2 Scholar programs. Randy Meredith, FCTL, compiled the data and Dr. Jamaine Abidogun will write up program summaries based on the data and outcomes and recommendations over the summer for these two programs [NO UPDATE]

**President’s Councils on Diversity**

President’s Diversity Council will be focusing on services available to underrepresented students and how the University can improve communication regarding such services.

**Scholar 2 Scholar Program** - Planning beginning for fall 2017).

**Lumina Project 2025 Diversity “Train the Trainer” Program**

The MSU “Train the Trainer” team conducted last Cultural Consciousness in the Classroom” professional development session for MSU faculty/staff on April 27, 2017. During fall 2016 and spring 2017 semesters, sessions were conducted with the first cohort of 20 GEP faculty trained on 8/10/2016 and the second cohort of 15 GEP instructors and/or existing faculty participated on 11/4/2016. The first spring 2017 semester training was held on 1/12/2017 with 17 attendees participating. Dr. Jamaine Abidogun; Dr. Bret Cormier; Professor Lyle Q. Foster; Juan Meraz, Assistant VP for Diversity; Tracey Glaessgen, Assistant Director, First Year Programs; and CDO W. Pratt were presenters and facilitators for sessions [NO UPDATE].

**Springfield 2020: Pathway to Educational Success**

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 underrepresented students ages 18-24 who are just entering or are currently enrolled in post-secondary education with certifications, 2-year and 4-year degrees. Talent Hubs are communities that organize and align themselves around talent goals to offer and create multiple pathways to success, and work to retain, attract, and cultivate talent. Via Talent Hubs, Lumina Foundation intends to accelerate community and regional attainment efforts and, based on research, believes a significant role exists within communities for postsecondary attainment as well as to improve the ecosystem in which students follow pathways to, through and out of their postsecondary experience with a high-quality degree or credential.

**“Springfield 2020: Pathway to Educational Success”** organized to apply for **Talent Hub** grant to fund programs with Missouri State University and Ozarks Technical Community College as partner institutions. Letter of Intent to apply for Talent Hubs was filed 2/28/2017. The community partnership group includes: Dr. Mark Biggs, COAL and Dr. Michele Smith, Assistant VP for Student Affairs of MSU; Abigail Ganz, OTC Strategic Planning Director; and Francine Pratt, Prosper 2015 Coordinator.

***Application for funding submitted end of May 2017 for collaborative approach to outreach, recruitment, and retention of underrepresented students by partnership comprising MSU, OTC, Prosper 2015, Community Partnership of the Ozarks, and Community Foundation of the Ozarks.***

**Interfaith Diversity Taskforce**- Taskforce selected temporary site for Interfaith Center at Mary Jean Price Annex. The group will be working to equip and provide materials and equipment for space.

*Eboo Patel Visit to MSU:* Howard Cavner and group continues planning for Interfaith Youth Core founder Eboo Patel visit and presentations on interfaith collaboration at MSU in September 2017 to student, administrators and interfaith community advocates.

**2017-2018 Action Plan-** CDO developing Division for Diversity and Inclusion priorities for fall 2017-spring 2018.

**Assistant to the President/Chief Diversity Officer (CDO) Activity Report**

Chairs Transition Support Program workgroup meetings every 2 weeks. Draft job description for coordinator created and being reviewed by HR; draft curricula developed for early arrival 2-day session. Planning continuing for implementation in August 2017.

Participated in Public Affairs Assessment Workshop session May 23-25, 2017.

Participated in Giving Voice Collaboration meeting regarding continuing support, development and programming for troupe.

Presenter at Cox Health Systems Multicultural and Inclusion Day on May 31, 2017.

Attended Access Programs meeting on June 6, 2017.

Participates as a member in Springfield Police Chief Paul William's Citizen Advisory with next meeting scheduled for June 16, 2017 from 2:00 to 3:30 P.M.

**Assistant Vice President Activity Report:**

Access & Success:

Serving on Masters in Public Health recruitment committee to increase the number of students from Historically Excluded Groups.

Continuous work with Springfield Public Schools on developing outreach to Latino students as part of the Lumina Grant. Working to connect our Missouri State University Latino students with Springfield High School Latino students to build a pipeline to higher education as part of the 2025 Visioning Process.

Serve on the Student Success Committee – working to develop strategic plan to increase retention and graduation rates for Missouri State University. We are planning on a First Generation Conference on October 6, 2017.

Serving on Missouri State University College of Business Corporate Mentor Program.

Continuing collaboration with Association of Latinos/Hispanics for Leadership and Success (ALAS) and planning the second session in mid-May.

Campus Climate:

Continuous GEP 101 Faculty Training Sessions in cultural consciousness/competency with goals to help facilitate diversity and inclusion techniques and concepts to our faculty in light of national, state and regional changing in demographics and environment.

Scholar-to-Scholar meetings with student mentee Yolanda Salas. We are developing a scholarly peer reviewed journal with Franklin Publishing to share Latino Student Success Stories at MSU. Also working with Juan Enriquez on a Latino Male Mentoring Model, Kelly Alvarado on a Science focus-mentoring model and Jasmine Tapia on a Law School Preparation Development Model and connecting her with Judge Steve Bough and key leaders at UMKC Law School.

Attended Interfaith Diversity Council Next Steps Discussion regarding temporary site for interfaith center on May 22, 2017.

Facilitating the MODES Team reorganization and focus on tough talks and developing inclusive environments on local campuses. Working on outreach to SBU to get them re-connected. Last meeting held on April 20 & 21, 2017 on the Missouri State Campus in the Student Union at the Collaborative Diversity Conference. Next meeting will be on June 22, 2017 facilitating diversity development session at DDI office conference room.

Providing Diversity Training for our Public Safety Officers in May 26, June 16 and July 21, 2017 to help them become more culturally conscious and inclusive.

Facilitating cultural consciousness in classroom session with Student Success team on July 10, 2017.

Facilitating two Diversity Development sessions at MSU West Plains on August 17, 2017 for faculty & staff and the community and public school system.

#### Learning Experience/Curricular & Co Curricular Experience:

Serving on the General Education Diversity Committee with the plan to review General Education courses for diversity content and cultural competence content. A preliminary report was delivered to Faculty Senate for review at March 2017 Session. Reconvene in September 2017.

Serve on the Assessment Council – we review all assessment requests as well as all data having to do with our public affairs mission.

Working on “Meet and Greet” with Multicultural Scholars and Workforce Development. Workforce Development Director Mary Ann Rojas is collaborating with DDI, Project 2015 and us to have the event on October 17, 2017.

Working with Springfield Public Schools on presentations to Latino Middle School Students on success strategies. Meetings take place every week with area SPS Middle Schools.



Institutional Commitment:

Facilitated “Ouch” Training at Cox Health Systems “Multicultural & Inclusion Day” on May 31, 2017.

Completed book session and discussion with the Springfield Convention and Visitors Bureau. Final session was March 2, 2017 at 11:30 a.m. at the SCVB. The SCVB is a sponsor of our Collaborative Diversity Conference and will be attending different sessions as their schedule allows. Attended recognition luncheon on May 8, 2017

Co-Chairing the Public Entities Performance Measure Subcommittee with our report scheduled for presentation to the Public Entities Diversity Workgroup.

The scheduled meeting for Thursday May 4, 2017 at 3:00 in the City Utilities conference room was postponed until June 1, 2017 to consider adding representatives from Mercy, Cox Health, and the Springfield Chamber of Commerce.

Serving as the Treasurer for MIB. Attended Executive Board meeting on May 25, 2017 and the MIB Networking meeting on June 6, 2016 at Q Enoteca.

Developing Diversity Training Program for the City of Springfield Human Resources Department. The training will focus on cultural consciousness and unconscious bias with the initial participants coming from the Public Works Department. Training Sessions were April 27, 2017 for supervisors and May 2, 2017 for the workforce. Follow up sessions are scheduled for June 13 & 14, 2017

Participated in the Cox Health Multicultural and Inclusion Day on May 31, 2017. Provided two sessions of “OUCH! That Stereotype Hurts” for the participants.

Will be participating in the Inaugural Harvard Kennedy Executive School Program “Strategies for Building and Leading Diverse Organizations” scheduled for September 15-22, 2017 on the campus of Harvard University.

**DDI Diversity Fellow Report-Dr. Jamaine Abidogun:**

Diversity Fellow Dr. Jamaine Abidogun is finalizing an overview of DDI and FCTL programming to support faculty and student cultural competency development and increase retention from an institutional level.

Developing Scholar 2 Scholar outreach, recruitment and programming for fall 2017.

Collaborating with EPPC Diversity Committee to develop proposal for university level Faculty Mentoring Program Committee.

The books recommended for 2017 – 2018 are for fall 2017, the Common Reader, TBA, and for spring 2018, The Blind Spot, by M.R. Banaji and A.G. Greenwald.

**Associate Provost for Diversity- Dr. Gilbert O. Brown (April Report):**

**Participate Role**

<b>Participation</b>	<b>When</b>	<b>Where</b>
<b>EPPC Diversity Integration Meeting</b>	<b>April 28</b>	<b>Hill #100</b>
<b>Asian Heritage Month Dinner/Program</b>	<b>April 28</b>	<b>Ballroom East</b>
<b>Missouri Missionary Baptist Church Planning Seminar</b>	<b>April 25</b>	<b>Division of Inclusion and Diversity</b>
<b>State of Education in Black America</b>	<b>April 27</b>	<b>Multicultural Center</b>
<b>Chinese Visiting Faculty Program</b>	<b>April 6</b>	<b>PSU 309</b>
<b>Tanzania Faculty and Student Exchange</b>	<b>April 11</b>	<b>Skype</b>

**Leadership Role**

<b>Faculty Mentoring</b>	<b>Where</b>
<b>Completed several one-on meetings with faculty from underrepresented backgrounds from the different colleges</b>	<b>Union Club, Library, and Panera Bread</b>
<b>Assisted COE's Department Department Head Search</b>	<b>Hill Hall</b>

[Submitted by: H. Wes Pratt, June 8, 2017]

XI.A.

**REPORT BY STUDENT BODY PRESIDENT**

Mr. Brandon McCoy, President of the Student Body, will make a report to the Board of Governors.

## XI.B.

### **Student Affairs Report** **Missouri State University Board of Governors** June 23, 2017

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:**

- Spring 2017 commencement participation was as follows: 1639 Undergraduate students, 455 Graduate students, making the total graduating student that participated in the spring ceremonies 2,094.
- Spring 2017 grading numbers were as follows (all of these percentages submitted are remarkable):
  - Grades
    - 80,054 total grades required to be submitted.
    - 79,455 (99.3 percent) submitted on time.
  - Students
    - 19,278 students to be graded.
    - 18,698 (97 percent) students with all grades submitted by instructor(s).
  - Sections
    - 4,488 individual class sections to be graded.
    - 4,449 (99.1 percent) with all grades submitted.
  - Instructors
    - 1,313 instructors required to submit grade(s).
    - 1,301 (99.1 percent) instructors with all grades submitted.
- Spring 2017 graduation numbers. As of the week after commencement (5/26/2017):
  - 676 graduate degrees posted.
  - 1,737 undergraduate degrees posted.
    - 473 other graduation applicants reviewed. (307 still pending, 166 students did not meet graduation requirements)
- The Veteran Student Center hosted Senator McCaskill's press event on Friday, May 26 at which she discussed the results of this year's Veteran Customer Satisfaction Program.
- Reports comparing registrations by student and course characteristics for summer 2017 and summer 2016 as of one week prior to the start of each semester are as follows:
  - The total number registered is 7,734, down 79 (1.0%). We are down slightly in both undergraduate and graduate students. The credit hour total is 37,868, down 237 (0.6%). Online credit hours account for 54.9% of the total.

#### **Plaster Student Union**

- The Fraternity and Sorority Life community now has 3,004 members, an 11.2% increase in membership from the spring 2016 semester of 2,701 members.
- The average GPA of a member of the Fraternity and Sorority Life (FSL) community is a 3.20.
- 1,212 students from FSL, or 40.3% of the community, achieved a "Dean's List" GPA of 3.5 or higher.
- The FSL community completed 29,474.80 service hours, a 15.9% increase in service hours from 2016.
- FSL donated \$44,486.13 to philanthropic initiatives, an 8.1% increase in philanthropic donations from 2016.
- Student Activities Council (SAC) hosted the 104<sup>th</sup> Annual May Day event on May 9. Activities included rides, inflatables, novelty items and free food. It provide almost 2,000 students with the opportunity to celebrate the end of another successful year at Missouri State.
- Throughout the 2016-2017 academic year, SAC hosted over 120 events. Total attendance for these events was almost 35,000 and the average cost per person was \$11.67.
- Traditions Council helped students support the Bears baseball team's post-season success. They handed out tickets to each Missouri State MVC tournament game and have hosted watch parties for College World Series regional playoffs.

### **New Student and Family Programs:**

- 2,577 FTNIC students have registered to attend SOAR (as of June 5<sup>th</sup>).
- 60 FTNIC students have registered to attend the URSA Experience (as of June 5<sup>th</sup>).
- 430 tickets were sold to family members for our Spring Family Day baseball game, our highest total sold since beginning the event three years ago.
- Our family orientation assistant, Zoe Pixler, was honored with the 2017 Student Employee of the Year award.

### **Counseling Center**

- The MSU Counseling Center hired two replacement Graduate Assistants for the summer session, both of whom are diversity hires: Anthony Franklin, Jr., MS in Counseling Candidate; and Natalie Cheah, MSW in Social Work Candidate. Graduate Assistants spend their first few weeks on the job in training, in preparation to counsel MSU students and provide outreach to the campus community.
- Recently, two MSU Counseling Center staff announced their retirement: Vicki Simons, Administrative Assistant I and Lisa Langston, LCSW, Mental Health Clinician.

### **MSU Bookstore:**

- Bookstore had another successful Tent Sale, May 1-5, clearing out discontinued and special order merchandise.
- Bookstore also completed its annual inventory the week of May 22<sup>nd</sup>.

### **Residence Life, Housing and Dining:**

- Move-out at the end of the spring semester went very well!
- Contract cleaning of the halls is complete and Special Olympics, our first summer group, had a memorable time at MSU!
- Shannon Hall Bathroom renovations are underway and making very good progress.
- The Kentwood Hall Elevator replacement project is on schedule.
- Scholars House Student bedrooms will receive new flooring this summer since we are doing away with carpet.
- Summer School RAs are in training this week and will be ready to open Hammons House, Sunday, June 11<sup>th</sup>.
- Residence Hall and Apartment residents outperformed their off campus counterparts related to GPA performance. Our on-campus population continues to outperform their off-campus counterparts in the classroom (those classified as on-campus “freshman” still have more than a +.30 GPA difference from their off-campus peers). Our residence life GPA was 3.12 for Spring 2017 (3.05 for FA 16)

### **Taylor Health and Wellness:**

- According to survey data, 61% of MSU students used Taylor Health and Wellness services last year.
- 64% of MSU employees/dependents used Taylor Health and Wellness services last year.
- 888 employees came to Taylor for Wellness Preventive Care this past academic year.
- More employees came to Taylor Health and Wellness for their Wellness Preventive Care last year, than went to all other network providers in Springfield combined.

### **Multicultural Services:**

- The US Department of Education announced their new Fiscal Year 2017 grants and MSU was awarded 5 more years of TRIO Upward Bound funding in the amount of \$253,458.
- Multicultural Services Graduation Ceremony (Thursday, May 11<sup>th</sup>) approximately 40 students participated in this celebration of degree completion with the expectation of growth in the coming year. We will have ceremonies celebrating graduates during the spring and fall semesters.
- Plans are moving forward to host a new Transition and Support program to begin August 2017. The program will be geared toward supporting students that fall in risk categories for completion.

Respectfully submitted by,

Dr. Dee Siscoe  
Vice President for Student Affairs

## XII.A.

### Marketing and Communications Report Missouri State University Board of Governors June 23, 2017

MarCom updates since the May 18, 2017 meeting

#### **Brand Refresh Roll-out**

It has been one year since we began introducing the brand refresh. We continue the roll-out across campus.

- May- The creation of a sub-brand for the alumni association and the foundation in partnership with Ologie has completed with the creation of sub-brand guidelines that have been finalized and approved. It will be rolled out with new foundation and alumni publications and communications.
- May- View books and direct mail pieces are finalizing and will be rolling out over summer and fall.

#### **Web and New Media**

- The team completed phase 2 of the search engine update; this included directory, events and site index. Phase 3, which includes maps, is in-progress. Phase 1, site search, was completed last fall.

#### **University Communications**

- The team has been working closely with David Hall, the Manager of Emergency Preparedness to complete emergency message templates that will be used to text, email and telephone emergency alerts for most conceivable emergency situations. These templates will speed up the communication process during these events.

#### **Photo Services**

- The team has been busy in May and early June capturing the Bears and MVC baseball as the host of the MVC championship and at the baseball regionals in Fayetteville.

#### **Publications**

- The team has partnered closely with admissions to rebrand all recruiting pieces for the coming recruitment year. These pieces are now beginning to complete and roll out.

XIII.A.

**REPORT FROM STAFF SENATE**

Mr. Ryan Wilson, Chair of the Staff Senate, will make a report to the Board of Governors.

XIII.B.

**RECOMMENDED ACTION - Offer of commendation to Ryan Wilson for service as Staff Senate Chair.**

The following resolution was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_:

**Whereas**, Ryan Wilson has served as Chair of the Staff Senate at Missouri State University for fiscal year 2016-2017; and

**Whereas**, Ryan Wilson has provided outstanding leadership which has resulted in a high level of respect for the Staff Senate among the University's staff, faculty, students, and administration; and

**Whereas**, Ryan Wilson has pursued a fully participatory form of Staff Senate governance by working energetically to keep staff informed of issues affecting the University and soliciting staff input and ideas; and

**Whereas**, Ryan Wilson has continually demonstrated his dedication to the University and his fellow staff, and has represented the interests of staff and effectively communicated their views to the University administration and to the Board of Governors; and

**Whereas**, Ryan Wilson has conducted himself in a manner appropriately befitting the Chair of the Staff Senate of a major state university;

**Be It Now Resolved**, by the Board of Governors for Missouri State University, that we commend Ryan Wilson for his outstanding service as Staff Senate Chair at Missouri State University for 2016-2017.

**VOTE:      AYE\_\_\_\_\_**

**NAY\_\_\_\_\_**



**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	
<b>Annual Gifts</b>	FY 16	3,711	\$147,599	63	\$196,915	3,774	\$344,514	43,399	\$6,049,248	FY 16
	FY 17	4,494	\$163,437	93	\$241,044	4,587	\$404,481	49,091	\$6,256,218	FY 17
<b>Special Campaigns</b>	FY 16	74	\$7,587	32	\$349,740	106	\$357,327	1,723	\$3,984,032	FY 16
	FY 17	31	\$3,628	22	\$236,120	53	\$239,748	1,362	\$5,415,491	FY 17
<b>One Time Gifts</b>	FY 16	0	\$0	10	\$30,140	10	\$30,140	104	\$6,236,278	FY 16
	FY 17	0	\$0	8	\$209,209	8	\$209,209	103	\$6,130,045	FY 17
<b>TOTALS</b>	FY 16	3,785	\$155,186	105	\$576,795	3,890	\$731,981	45,226	\$16,269,558	FY 16
	FY 17	4,525	\$167,065	123	\$686,373	4,648	\$853,438	50,556	\$17,801,754	FY 17

MISSOURI STATE UNIVERSITY FOUNDATION  
 INCOME SUMMARY TOTALS BY TYPE AND SOURCE  
 07/01/2016 TO 05/31/2017

SOURCE	UNRESTRICTED CURRENT	RESTRICTED CURRENT	ENDOWMENT	GIFTS OF PROPERTY	TOTAL 7/1/2016 TO 05/31/2017	TOTAL 7/1/2015 TO 05/31/2016
G I F T S						
ALUMNI	\$87,310	\$1,928,677	\$916,455	\$1,007,386	\$3,939,827	\$2,772,099
FRIENDS	8,598	2,977,529	495,916	76,413	\$3,558,457	2,847,795
PARENTS	2,917	146,099	30,870	955	\$180,841	163,285
FOUNDATIONS	3,980	982,696	95,250	2,266	\$1,084,192	405,551
ORGANIZATIONS	2,763	1,327,213	271,868	5,214	\$1,607,058	4,103,849
BUSINESSES	16,732	3,754,670	183,162	3,476,816	\$7,431,379	5,976,979
GIFT TOTAL	<u>\$122,299</u>	<u>\$11,116,885</u>	<u>\$1,993,520</u>	<u>\$4,569,049</u>	<u>\$17,801,754</u>	<u>\$16,269,558</u>

	NUMBER OF DONORS 7/1/2016 TO 05/31/2017	NUMBER OF DONORS 7/1/2015 TO 05/31/2016
ALUMNI	6,467	6,472
FRIENDS	11,137	10,916
PARENTS	1,504	1,695
FOUNDATIONS	50	45
ORGANIZATIONS	161	128
BUSINESSES	899	1,005
TOTAL	<u>20,218</u>	<u>20,261</u>

XV.

RECOMMENDED ACTION - Resolution authorizing closed meeting

The following resolution was moved by \_\_\_\_\_ and seconded  
by \_\_\_\_\_:

BE IT RESOLVED by the 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 the 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