



**Board of Governors' Meeting**  
Shealy Conference Center, 5607 S. 222nd Road, Fair Grove, Missouri  
Thursday, 7/30/2015  
9:00 AM - 5:00 PM CT

**I. Roll Call**

**II. Approval of Board of Governors' Minutes for the Open and Closed Meetings of June 26, 2015**

*II.A. june262015open - Page 3*

**III. Consent Agenda**

**A. President**

- 1. Approval of employment contracts for Athletics' Coaches and Operations Assistant: Corey Gipson, Cody Seidel, Michael Seabolt, Griffin Waller, Jacob Miller, and Bradley Korn**

*III.A.1. Athletics' Coaches and Operations Assistant.7.30.15 - Page 11*

**B. Academic Affairs**

- 1. Adoption of an Electronic Curricular Process**

*III.B.1. Electronic Curricular Process - Page 21*

**C. Research and Economic Development**

- 1. Approval of Memorandums of Understanding and Agreements regarding the Foreign Language Institute**

*III.C.1. Resolution for BBC and amendments for Foreign Language Institute.7.30.15 - Page 22*

**D. West Plains Campus**

- 1. Approval of Activity Report**

*III.D.1. Approval of Activity Report.WPC - Page 33*

- 2. Approval of Actions Concerning Academic Employees**

*III.D.2. Approval of Actions Concerning Academic Employees.WPC - Page 36*

- 3. Approval of Actions Concerning Non-academic Employees**

*III.D.3. Approval of Actions Concerning Non-Academic Employees.WPC - Page 38*

- 4. Approval of Lease Agreement for Property Located at 105 South Curry Avenue, West Plains, Missouri**

*III.D.4. Approval of Lease Agreement for Property Located at 105 South Curry Avenue West Plains Missouri - Page 39*

**E. Student Affairs**

- 1. Ratification of change in name and approval of all associated Governing Policies for the following: Counseling and Testing Center to Counseling Center**

*III.E.1. Name Change for Counseling and Testing Center.7.30.15 - Page 43*

**F. Purchases/Contracts**

- 1. Approval of Procurement Activity Report**

*III.F.1. Procurement Report.7.30.15 - Page 44*

**G. Facilities and Equipment**

- 1. Approval to increase the project budget for the installation of sound panels and audio-visual equipment at Robert W. Plaster Center for Free Enterprise**

*III.G.1. Plaster Center Budget Increase - Page 54*

- 2. Approval of a resolution granting a license agreement with ANC Sports Enterprises to install a ribbon board at John Q. Hammons Arena**

*III.G.2. Ribbon Board for JQH Arena License Agreement - Page 55*

- 3. Approval of amendments to the Memorandum of Agreement between Missouri State University and the International Brotherhood of Electrical Workers (IBEW), AFL-CIO, Local Union 453**

*III.G.3. IBEW Resolution 2015 - Page 89*

## **H. Human Resources**

### **1. Approval of Actions Concerning Academic Employees**

*III.H.1. AcadboardJuly2015 - Page 121*

### **2. Approval of Actions Concerning Non-academic Employees**

*III.H.2. NonacadJuly2015 - Page 137*

## **IV. New Business**

### **A. FY2015 MSU Foundation Year-End Report**

*IV.A.1. Foundation Report - Page 146*

*IV.A.2. Orientation Historical Chart of Gifts (1982-2015) bar chart - Page 148*

### **B. Approval of Fiscal Year 2017 Operating Appropriations Request and Decision Items**

*IV.B. MSU Decision Items FY2017 - Page 150*

## **V. Old Business**

### **A. HLC Status Report (Executive Summary)**

*V.A. HLC Executive Summary 07 14 2015 - Page 156*

### **B. Approval of Clinical Affiliation Agreement with Mercy FC, LLC**

*V.B. Resolution for MSU-Mercy Clinical Affiliation Agt - FINAL 07 22 2015 - With Agreements attached - Page 164*

### **C. Approval of Resolution Authorizing the Borrowing by Missouri State University of the Proceeds of an Issue of Educational Facilities Revenue Bonds (Missouri State University), Series 2015 – resolution to be distributed at the meeting**

## **VI. Discussion of Missouri State Vision: Our Passion for Excellence**

*VI. Missouri State Vision\_BOG\_Report\_FinalDraft - Page 196*

## **VII. Discussion of Goals for 2015-2016**

*VII. Nine Major Goals for 2015-2016 - Page 212*

## **VIII. Board of Governors' Procedural Matters**

### **A. Approval of 2016 Meeting Schedule of Missouri State University Board of Governors**

*VIII.A. 2016 Board Meeting Schedule - Page 219*

### **B. Discussion of 2016 Board Officers**

### **C. Future Discussion Topics at Board Meetings**

- 1. October 2015 – On-Line Education**
- 2. December 2015 – Student/Faculty Research**
- 3. February 2016 – Globalization (focus on China)**
- 4. May 2016 – Downtown Partnerships**

## **IX. 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**

*IX. Closed Meeting Resolution - Page 221*

## **X. Adjournment**

## **XI. Date of Next Meeting: Friday, October 16, 2015, 1:00 p.m., Room 313, Plaster Student Union**

MINUTES OF THE BOARD OF GOVERNORS  
MISSOURI STATE UNIVERSITY  
JUNE 26, 2015

**1. Roll Call**

Present- Mr. Joe Carmichael, Governor (by conference call)  
Mr. Caleb Doyle, Student Governor  
Ms. Virginia Fry, Governor  
Mr. Stephen B. Hoven, Chair  
Ms. Beverly Miller, Governor  
Ms. Carrie Tergin, Governor  
Mr. Kendall Seal, Governor (by conference call at 2:15 p.m.)

Absent- Dr. Peter Hofherr, Vice Chair  
Mr. Orvin Kimbrough, Governor

Also

Present- Clifton Smart III, President  
Drew Bennett, Chancellor of the West Plains Campus  
Dee Siscoe, Vice President for Student Affairs  
Ken McClure, Vice President for Administrative and Information Services  
Jim Baker, Vice President for Research, Economic Development, and International Programs  
Kenneth Coopwood, Vice President for Diversity and Inclusion  
Stephen Foucart, Chief Financial Officer  
Suzanne Shaw, Vice President for Marketing and Communications  
Brent Dunn, Vice President for University Advancement  
Donna Christian, Director of Internal Audit and Compliance  
Rachael Dockery, General Counsel  
John McAlear, Secretary of the Board

**2. Presiding** --- The presiding officer for the meeting was Mr. Stephen B. Hoven, Chair of the Board of Governors. He called the meeting to order at 1:00 p.m. in the Magnolia Room in the West Plains Civic Center in West Plains, Missouri.

**3. Approval of Minutes:**

**a. Board of Governors Meeting** --- Mr. Hoven mentioned that the first item of business was the approval of the minutes for the open and closed meetings of May 14, 2015. Ms. Fry so moved, receiving the second of Ms. Tergin.

Motion passed 5-0.

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

President

Approval of Employment Agreement of Justin M. Kramer, Assistant Coach for Football (Human Resources No. 1486-15).

Approval of replacement of Employment Agreement for Head Women's Basketball Coach Kelli Harper (Human Resources No. 1487-15).

Approval of FY16 salaries/benefits for coaches and athletic administrators (Human Resources No. 1488-15).

Approval of revision of the compensation package for Dr. Drew Bennett as Chancellor of the West Plains Campus (Human Resources No. 1489-15).

Approval of replacement of Employment Agreement for Head Baseball Coach Keith Guttin (Human Resources No. 1490-15).

Office of Provost

Proposed revisions to Faculty Handbook Sections 4.2.3.2; 5.8.5.9 and 14.3; 4.7.2 and 4.7.3.1; 4.5.1.2; 4.5.1.3; and 6.10 (Faculty Policies No. 136-15).

West Plains Campus

Approval of Activity Report dated June 26, 2015 (West Plains Campus Activity Report No. 111-15).

Approval of Purchasing Activity Report dated June 26, 2015 (West Plains Campus Purchasing Activity Report No. 33-15).

Approval of actions concerning West Plains Campus academic employees (West Plains Campus Personnel No. 378-15).

Approval of actions concerning West Plains Campus non-academic employees (West Plains Campus Personnel No. 379-15).

Springfield Campus Purchases/Contracts

Approval of Procurement Activity Report for the period April 28, 2015, through June 10, 2015 (Purchasing Activity Report No. 421-15).

Financial

Approval of rental rates for space in the Kenneth E. Meyer Alumni Center for various departments and University-related offices (Agreement No. 355-15).

Approval of FY16 additional fringe benefits to be funded by Missouri State University or the Missouri State University Foundation (Human Resources No. 1491-15).

Approval of the naming of the new playground field at the Child Development Center as The Betty and Bobby Allison Fun Field in recognition of the major charitable gift commitment from Mr. Bobby Allison (Gifts No. 166-15).

Approval of revision to Policy G1.32 State Appropriation Allocation Formula for Springfield and West Plains Campuses (Board Policy No. 95-15).

Facilities and Equipment

Approval of Activity Report for the month of April 2015 (Activity Report No. 269-15).

Approval of Activity Report for the month of May 2015 (Activity Report No. 270-15).

Approval of proposals and award of a contract for the FY16 Job Order Contracting Services-Electrical Repair and Replacement (Bids & Quotations No. 1496-15); A-1 Electric Service, Inc., maximum amount for the year of \$200,000 and maximum amount per project of \$95,000. This contract has options to renew for two additional consecutive fiscal years.

Approval of proposals and award of a contract for the FY16 Job Order Contracting Services-Plumbing Repair and Replacement (Bids & Quotations No. 1497-15); Connelly Plumbing Co., maximum amount for the year of \$200,000 and maximum amount per project of \$95,000. This contract has options to renew for two additional consecutive fiscal years.

Approval of proposals and award of a contract for the FY16 Job Order Contracting Services-Insulation Repair and Replacement (Bids & Quotations No. 1498-15); WMC, Inc., maximum amount for the year of \$200,000 and maximum amount per project of \$95,000. This contract has options to renew for two additional consecutive fiscal years.

Approval to increase the total annual expenditure for the remaining renewals available for the FY14 Job Order Contracting Services – Construction contract (Bids & Quotations No. 1499-15); this will increase the maximum amount for the year to \$500,000 which is a \$200,000 increase. The maximum expenditure per project is \$50,000.

Approval of granting a water line easement to the City of Springfield, Missouri, for use by the Board of Public Utilities of Springfield, Missouri, in providing water service to the neighboring property owned by the Springfield-Greene County Park Board (Land No. 115-15).

Approval of Apartment Lease Agreement for International Student and Faculty Housing with Bryan Properties, LLC (Agreement No. 356-15)

Approval of First Addendum to Commercial Lease with Ozarks Technical Community College for general classroom and support space in Lebanon, Missouri (Agreement No. 357-15).

Approval of Amendment to modify the contract for a United States Postal Service Contract Postal Unit at Missouri State University (Agreement No. 358-15).

Approval of Apartment Lease Contract for International Faculty Housing with Jefferson Avenue Apartments, LLC (Agreement No. 359-15).

Human Resources Items

Actions concerning academic employees (Human Resources No. 1492-15).

Actions concerning non-academic employees (Human Resources No. 1493-15).

Approval of salary adjustments for academic faculty effective July 1, 2015 (Human Resources No. 1494-15).

Approval of salary adjustments for academic faculty effective August 1, 2015 (Human Resources No. 1495-15).

Approval of salary adjustments for non-academic Executive, Managerial, Administrative, Professional, and Non-exempt staff effective July 1, 2015 (Human Resources No. 1496-15).

Approval of salary adjustments for non-academic professional staff effective August 1, 2015 (Human Resources No. 1497-15).

Ms. Miller made a motion to approve the Consent Agenda, receiving a second from Ms. Tergin.

Motion passed 5-0.

5. **President's Report** --- President Clif Smart began his report by welcoming everyone to this meeting in West Plains, the home of our associate degree programs at Missouri State. He reminded everyone that the Board's next meeting is the annual board retreat, to be held at the Shealy Farm, starting at 9:00 a.m. on July 30, 2015. Two recent events that he reviewed with the Board included: 1) a day-long meeting with our academic and administrative leadership to begin to develop next year's goals which will be presented in draft form at the July 30 retreat; and 2) the spring event for the President's Leadership Circle – past volunteer leaders of our governing board, our Foundation board, and our alumni board. This event included a bus tour of the construction projects underway at the University. President Smart then reported that we hosted two statewide higher education groups on the Springfield campus earlier this month – the Missouri Council on Public Higher Education and the Coordinating Board for Higher Education. He next highlighted a couple of recent successes: 1) this year's baseball team finished the season with a school-record 49 wins and ended up ranked 12<sup>th</sup> in the nation; and 2) this year's marketing department's ad team competed with 22 other universities in an international competition to develop a marketing campaign to counter violent extremism. Our team was selected as one of three finalists to travel to Washington D.C. to make their presentation and we won the competition.

He then presented a resolution (Finance No. 1046-15) for the approval of the Fiscal Year 2016 Internal Operating Budget. He added that we have discussed the key elements of this

budget several times, including the May 14 and this morning's Finance and Facilities Committee meetings. It is a balanced budget which includes an anticipated 1.5% increase in the core state appropriation, an inflationary tuition adjustment, and 1.8% across-the-board raises for employees.

Moved and seconded, respectively, by Ms. Tergin and Ms. Fry.

Motion passed 5-0.

President Smart next commented that later in today's meeting, we will have a discussion to update the Board on the work we have done to date in implementing the board's input and direction on the three in-depth Board discussion topics during 2014-2015 – Faculty Research, Broadcast Services, and Public Safety.

He ended his report by recognizing two members of his administrative team who are retiring July 1 – Ken McClure and Randy Blackwood.

6. **West Plains Campus** --- Dr. Drew Bennett, Chancellor of the West Plains Campus, first reported on their campus's third endowed professorship and the grand opening of the campus's new greenhouse. He then introduced Ms. Debra Mayers, Assistant Professor and outgoing Faculty Senate Chair, who summarized the West Plains Faculty Senate's accomplishments this year. Ms. Mayers introduced this coming year's Faculty Senate Chair, Mr. Ed Birdyshaw. Chancellor Bennett then introduced Ms. Mary Kellum, TRIO Program academic specialist and current Staff Senate Chair, who gave a recap on numerous activities that the Staff Senate participated in this past year. Chancellor Bennett then introduced Mr. Casey Buehler, President of the West Plains Student Government. Mr. Buehler gave an overview of some of the West Plains Campus SGA's goals. Chancellor Bennett then highlighted and introduced faculty member, Ms. Judy Carr, who holds degrees in Psychology and Sociology. Ms. Carr won the Faculty Merit Award in 2012 and the Faculty Mentor Award in both 2007 and 2011. He added that Ms. Carr is the recipient of some of the best student compliments in the annual faculty evaluations completed each year.
7. **Student Affairs:**
  - a. **Report from Student Body President** --- Ms. Ashley Crisafulli, Springfield Campus Student Body President, first introduced the SGA Vice President – Ms. Alissa Biermaier. Ms. Crisafulli reported on the two main projects that they are presently working on: 1) a feasibility study of a possible renovation of Taylor Health and Wellness Center; and 2) increasing the knowledge of Bear Bucks to expand it off campus. Student Governor Caleb Doyle pointed out that the team of Ashley and Alissa is the first time in school history that the SGA is being led by an all-female President and Vice-President team.
8. **Staff Senate Report** --- Ms. Christina Bowles, Chairperson of the Staff Senate, reported that in the coming year they plan on revising the Staff Senate Handbook and rolling out a staff satisfaction survey.

**9. Finance:**

- a. Approval of Bonding Resolution** --- Mr. Steve Foucart, Chief Financial Officer, presented a resolution (Finance No. 1047-15) authorizing the borrowing by MSU of the proceeds of an issue of Educational Facilities Revenue Bonds (Missouri State University), Series 2015, in an aggregate principal amount not to exceed \$20,000,000 of the Health and Educational Facilities Authority of the State of Missouri, to finance the costs of certain educational facilities of the University; and authorizing and approving certain documents and actions in connection with such borrowing. He commented that this issue has been discussed at several Finance & Facilities Committee meetings and Executive Committee meetings. This sets out the parameters we will follow and we will come back to either the full Board or the Executive Committee with the final bond specifics within these parameters. Moved and seconded, respectively, by Ms. Tergin and Ms. Miller.

Motion passed 5-0.

- 10. Facilities and Equipment** --- Mr. Ken McClure, Vice President for Administrative and Information Services, presented a resolution (Finance No. 1048-15) for the approval of the FY2017 Capital Appropriations Request to be submitted to the Coordinating Board for Higher Education, the Office of Administration's Division of Budget & Planning, and the Office of Administration's Division of Facilities Management, Design, & Construction. He indicated that our top priority in this request is the renovation of McDonald Hall with the second priority being the Ozarks Health and Life Science Center and Hass-Hoover Hall on the West Plains campus. Moved by Ms. Fry and seconded by Ms. Tergin.

Motion passed 5-0.

**11. New Business:**

- a. Approval of Replacement Agreement with Learfield Communications, Inc., for Multi-Media Rights** --- Ms. Rachael Dockery next submitted a resolution (Agreement No. 360-15) to extend our multi-media rights agreement with Learfield Communications, Inc., for an additional nine years that will take us through June 30, 2026. Even though this is classified under new business, this resolution was discussed in detail in this morning's Finance & Facilities Committee meeting. Moved by Ms. Tergin. Seconded by Ms. Miller.

Motion passed 5-0.

- b. Update on 2014-15 Discussion Topics: Faculty Research, Broadcast Services, and Public Safety** --- President Smart introduced Dr. Julie Masterson, Associate Provost and Dean of the Graduate College, to lead the follow-up discussion on the Faculty Research topic that was presented to the Board in October 2014. Dr. Masterson reported that in 2014, many faculty were involved in either: a) traditional scholarship (books, chapters, journal articles, or poetry); b) creative works (art exhibitions, broadcasts, or performances); c) engaged scholarship (technical reports/trade publications); or d) external funding (109 grants submitted with 71



being funded). She indicated that the University supports the faculty in their research in a variety of ways: a) allocated time; b) direct research funding; c) incentives; d) travel funds, and; e) training and technical support.

Dr. Jim Baker, Vice President for Research, Economic Development, and International Programs, next presented an update on the Broadcast Services discussion topic that was presented to the Board in December 2014. He commented that, in that meeting, there were some questions whether there was enough identity or relationship between Missouri State University and public broadcasting. He then presented several examples of announcements showing the connection between the University and the broadcast. We make sure on a daily basis that our audience knows that KSMU and OPT are coming from the MSU campus. The Missouri State Journal airs weekly on KSMU and highlights university projects. He added that *Engaging the Community* is a monthly conversation with President Smart which is an inside look at issues that affect the University and broader community. Dr. Baker also mentioned OPT telling the story of the Ozarks (*Ozarks Watch Video Magazine*) and producing local documentaries about the University and the community – for example, Tent Theatre, Lady Bears Basketball, and Ozarks Airline. Campus spots highlighting campus events, organizations, and initiatives air weekly on KSMU and OPT. He ended his report by indicating that Ozarks Public Broadcasting is a great training ground for our students.

Mr. Ken McClure then presented a follow-up on the Public Safety discussion topic that was presented to the Board in February of this year. He stated that the Safety and Transportation Department's mission is to foster a safe and secure environment for the University community through professional services in: law enforcement, security, crime prevention/education, and traffic/parking. This is with an emphasis on community policing concepts. An update on capital projects included: a) a FEMA shelter is out for bid and is to be located just west of Sunvilla Towers; b) JQH Arena is fully functional now as our primary Emergency Operations Center; Cheek Hall is the secondary location; and we have just about completed a Game Day Operations Center in Plaster Stadium; c) additional blue light phones with broadcast capabilities are in place – now 26 on campus; d) Bear Park North security cameras have been renovated; and e) two emergency evacuation chairs are now on campus (stored in patrol vehicles). Mr. McClure reported that this year's annual Tabletop exercise (drill) was held on April 16, 2015, and focused on an Information Technology Systems Failure. He added that in addressing the communication of safety procedures: a) they have worked with the Office of the Provost to provide emergency information for course syllabi; b) they will provide emergency training for Per Course faculty this August; c) they are participating with Student Orientation Advisement and Registration (SOAR); and d) they are having dialogue with SGA on how best to target safety communication and encourage action. Regarding an assessment of our Emergency Response Plan, a discussion was held on the potential of an outside review/assessment by an agency such as the FBI or the Greene County Office of Emergency Management.

12. **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. Mr. Hoven 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 immediately following this June 26, 2015, meeting of the Board of Governors to consider items of business pursuant to:

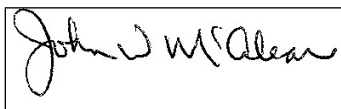
- a. R.S.Mo. 610.021 (1). "Legal actions, causes of action, or litigation involving a public governmental body..."
- b. R.S.Mo. 610.021 (13). "Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment..."
- c. R.S.Mo. 610.021 (17). "Confidential or privileged communications between a public governmental body and its auditor,..."

Ms. Fry moved the approval of the resolution and Ms. Tergin seconded the motion.

A roll call vote on the motion was as follows: those voting in favor – Governors Carmichael, Fry, Hoven, Miller, Seal, and Tergin; those voting against the motion – none; those absent – Governors Hofherr and Kimbrough.

Mr. Hoven declared the resolution passed unanimously.

13. **Date of Next Meeting** --- The date of the next scheduled meeting was set for Thursday, July 30, 2015, at 9:00 a.m. in the Shealy Conference Center, in Fair Grove, Missouri.
14. **Adjournment**--- Mr. Hoven adjourned the meeting at 2:25 p.m., on the motion of Ms. Fry, the second of Ms. Tergin, and the unanimous vote of the Board.



John W. McAlear  
Secretary

III.A.1.

**RECOMMENDED ACTION – Approval of employment contracts for Corey Gipson as Assistant Coach for Men’s Basketball; Cody Seidel as Operations Assistant for Men’s Basketball; Michael Seabolt as Associate Head Coach for Men’s Soccer; Griffin Waller; Jacob Miller as Assistant Strength and Conditioning Coaches; and Bradley Korn as Assistant Coach for Men’s Basketball.**

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

**WHEREAS**, the University desires to employ Corey Gipson as Missouri State University’s Assistant Coach for Men’s Basketball, and Mr. Gipson desires to accept such employment as set forth in the Athletics Employment Agreement attached hereto as Exhibit A; and

**WHEREAS**, the University desires to employ Cody Seidel as Missouri State University’s Operations Assistant Coach for Men’s Basketball, and Mr. Seidel desires to accept such employment as set forth in the Athletics Employment Agreement attached hereto as Exhibit B; and

**WHEREAS**, the University desires to employ Michael Seabolt as Missouri State University’s Associate Head Coach for Men’s Soccer, and Mr. Seabolt desires to accept such employment as set forth in the Athletics Employment Agreement attached hereto as Exhibit C; and

**WHEREAS**, the University desires to employ Griffin Waller as Missouri State University’s Assistant Strength and Conditioning Coach, and Mr. Waller desires to accept such employment as set forth in the Athletics Employment Agreement attached hereto as Exhibit D; and

**WHEREAS**, the University desires to employ Jacob Miller as Missouri State University’s Assistant Strength and Conditioning Coach, and Mr. Miller desires to accept such employment as set forth in the Athletics Employment Agreement attached hereto as Exhibit E; and

**WHEREAS**, the University desires to continue its employment of Bradley Korn as Assistant Coach for Men’s Basketball, and Mr. Korn desires to continue such employment as set forth in the Athletics Employment Agreement attached hereto as Exhibit F; and

**WHEREAS**, Cody Seidel, Michael Seabolt, and Bradley Korn have read and agreed to the Athletics Employment Agreement Terms and Conditions – Assistant Coach (2/28/2013) which document is attached hereto as Exhibit G; and

**WHEREAS**, Griffin Waller, and Jacob Miller have read and agreed to the Athletics Employment Agreement Terms and Conditions – Administrator (3/18/2013) which document is attached hereto as Exhibit H.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Governors of Missouri State University hereby approves the attached Employment Agreements and authorizes the President of the University to execute the Agreements on behalf of the Board of Governors.

**VOTE:**      **AYE** \_\_\_\_\_

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

**COMMENT:** Attached are the following:

- Athletics Employment Agreement – Assistant Coach for Corey Gipson, as Exhibit A;
- Athletics Employment Agreement – Assistant Coach for Cody Seidel, as Exhibit B;
- Associate Head Coach for Michael Seabolt, as Exhibit C;
- Athletics Employment Agreement – Administrator for:  
    Griffin Waller, as Exhibit D; and  
    Jacob Miller, as Exhibit E;
- Athletics Employment Agreement – Assistant Coach for Bradley Korn, as Exhibit F;
- Athletics Employment Agreement Terms and Conditions – Assistant Coach (2/28/2013) as Exhibit G; and
- Athletics Employment Agreement Terms and Conditions – Administrator (3/18/2013) as Exhibit H.

The above referenced contracts expire June 30, 2016.



**Missouri State**  
UNIVERSITY

**ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH**

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

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

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

**Name of Coach: Corey Gipson**

**Position: Assistant Coach**

**Sport: Men’s Basketball**

**Term: July 2, 2015-June 30, 2016**

**Compensation: \$84,000 annually**

**Achievement Payments:**

**\$2,500 Missouri Valley Conference (MVC) Regular Season Championship or \$1,400 MVC Regular Season Co-Championship; and \$2,000 MVC Championship; and \$1,500 for each game in the NCAA Tournament; or \$2,500 for NCAA Sweet 16 Appearance; or \$750 per game in the Post Season NIT**

**Other Benefits and Incentives:**

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

COACH

Corey Gipson

MISSOURI STATE UNIVERSITY

Clifton M. Smart III  
President

7-7-2015

Date

Date

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



# Missouri State UNIVERSITY

## ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

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

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

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

**Name of Coach:** Cody Seidel

**Position:** Operations Assistant

**Sport:** Men’s Basketball

**Term:** June 17, 2015-June 30, 2016

**Compensation:** \$15.48/hr


**Achievement Payments:**

**\$1,250 Missouri Valley Conference (MVC) Regular Season Championship or \$700 MVC Regular Season Co-Championship; and \$350 MVC Championship; and \$1,250 for NCAA Sweet 16 Appearance; or \$2,500 for NCAA Final Four Appearance**

**Other Benefits and Incentives:**

The University agrees to reimburse Mr. Howland for any documented expenses associated with Mr. Howland’s relocation to Springfield, Missouri, including but not limited to packing, unpacking and moving expenses/fees for household items.

COACH

  
Cody Seidel

MISSOURI STATE UNIVERSITY

Clifton M. Smart III  
President

Date

Date

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



# Missouri State UNIVERSITY

## ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

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

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

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

**Name of Coach: Michael Seabolt**

**Position: Associate Head Coach**

**Sport: Men’s Soccer**

**Term: July 1, 2015-June 30, 2016**

**Compensation: \$29,361 annually**

**Achievement Payments:**

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

**Other Benefits and Incentives:**

Coach may participate in camps and/or clinics

COACH

Michael Seabolt

MISSOURI STATE UNIVERSITY

Clifton M. Smart III  
President

Date

7/1/15

Date

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



# Missouri State UNIVERSITY

## ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR

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

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

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

**Name of Administrator: Griffin Waller**

**Position: Assistant Strength and Conditioning Coach**

**Term: June 18, 2015 – June 30, 2016**

**Compensation: \$40,000**

**Achievement Payments:**

**\$500 Regular Season Championship in Men’s Basketball; W. Tennis, Men’s or Women’s Golf; or \$250 for each Championship or Co-Championship in any other men’s or women’s sport; and \$250 for each men’s or women’s team that advances to the NCAA Tournament (excludes NIT/NIT)**

**Other Benefits and Incentives:**

ADMINISTRATOR

  
\_\_\_\_\_  
Griffin Waller

6/18/15  
\_\_\_\_\_  
Date

MISSOURI STATE UNIVERSITY

\_\_\_\_\_  
Clifton M. Smart III  
President

\_\_\_\_\_  
Date

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





# Missouri State UNIVERSITY

## ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR

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

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

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

**Name of Administrator:** Jacob Miller

**Position:** Assistant Strength and Conditioning Coach

**Term:** June 17, 2015 – June 30, 2016

**Compensation:** \$40,000

**Achievement Payments:**

\$500 for regular season conference championship in Football; or  
\$250 for each regular season conference championship or co-championship in any other men’s or women’s sport; and  
\$250 for each men’s or women’s team that advances to NCAA post-season competition (excludes NIT/WNIT).

**Other Benefits and Incentives:**

ADMINISTRATOR

MISSOURI STATE UNIVERSITY

  
\_\_\_\_\_  
Jacob Miller

\_\_\_\_\_  
Clifton M. Smart III  
President

06/17/15  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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



# Missouri State UNIVERSITY

## ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

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

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

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

**Name of Coach:** Bradley Korn

**Position:** Assistant Coach

**Sport:** Men’s Basketball

**Term:** July 1, 2015-June 30, 2016

**Compensation:** 92,148

**Achievement Payments:**

\$2,500 Regular Season MVC Championship or \$1,400 Regular Season MVC Co-Championship; and  
\$2,000 MVC Conference Tournament Championship; and  
\$750 for each game played in the Post Season NIT; and  
\$1,500 for each game played in the NCAA Tournament; or  
\$2,500 for NCAA Sweet 16 Appearance, or  
\$5,000 for NCAA Final Four Appearance

**Other Benefits and Incentives:**

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

COACH

Bradley Korn

Date

7/21/15

MISSOURI STATE UNIVERSITY

Clifton M. Smart III  
President

Date

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

## ATHLETICS EMPLOYMENT AGREEMENT TERMS AND CONDITIONS – ASSISTANT COACH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ATHLETICS EMPLOYMENT AGREEMENT TERMS AND CONDITIONS – ADMINISTRATOR

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

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

a. Administrator fails to perform as agreed, Administrator otherwise breaches this Agreement, or termination is otherwise appropriate pursuant to the terms of the Employee Handbook; or

b. Appropriations or unencumbered funds adequate to pay the obligations herein created become unavailable for any reason.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III.B.1.

**RECOMMENDED ACTION: Adoption of an Electronic Curricular Process**

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

**WHEREAS**, the existing Faculty Senate process of carrying out all curricular changes, including the approval or new courses and programs, involves paper forms that need to be physically transferred from committee to committee; and

**WHEREAS**, the current use of paper forms for the curricular process is wasteful of resources, unnecessarily time-consuming, and prone to human errors that further delay and complicate the process; and

**WHEREAS**, a Faculty Senate appointed committee has developed an electronic curricular process that will reduce the waste of time and resources while also enhancing the ease of recordkeeping; and

**WHEREAS**, the Faculty Senate voted to approve the transformation from a paper-based system to an electronic system effective fall, 2015;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Governors for Missouri State University that they support the adoption of an electronic curricular process as approved by the Faculty Senate.

**VOTE:**        AYE \_\_\_\_\_

                  NAY \_\_\_\_\_

**EXECUTIVE SUMMARY:** This transition from a paper-based system to an electronic system will not change the curricular flow and approval process.

III.C.1.

**RECOMMENDED ACTION – Approval of Memorandums of Understanding and Agreements regarding the Foreign Language Institute between Missouri State University and Baptist Bible College to join the Foreign Language Institute and Amendments for Drury University, Evangel University, Southwest Baptist University and Ozarks Technical Community College.**

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

**WHEREAS**, Missouri State University (“MSU”), Drury University (“Drury”), Evangel University (“Evangel”), Southwest Baptist University (“SBU”), and Ozarks Technical Community College (“OTC”) have joined together to create the Foreign Language Institute; and

**WHEREAS**, Baptist Bible College (“BBC”) has encountered difficulty obtaining sufficient student enrollment in certain language courses to justify offering such courses independently; and

**WHEREAS**, to address this problem, BBC desires to collaborate and jointly offer language courses, taught as part of MSU’s Foreign Language Institute, in which BBC’s students may enroll; and

**WHEREAS**, BBC will enter into a Memorandum of Understanding in which they have agreed to collaborate in offering designated Foreign Language Institute courses to their students on terms, conditions, principles, and guidelines similar to those set forth in Exhibit A; and

**WHEREAS**, the original agreement between Missouri State University (“MSU”), Drury University (“Drury”), Evangel University (“Evangel”), Southwest Baptist University (“SBU”), and Ozarks Technical Community College (“OTC”), signed by the parties September 17, 2012, shall be amended as set forth in Exhibit B; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Governors of Missouri State University that the Memorandum of Understanding regarding the Foreign Language Institute between Missouri State University and Baptist Bible College and the Amendments between Missouri State University, Drury University, Evangel University, and Southwest Baptist University; and on behalf of the Board of Governors of Missouri State University is approved.

**VOTE:**

**AYE** \_\_\_\_\_

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

Comments:

The Foreign Language Institute is a collaborative project which is self-funded by the participating universities.

**MEMORANDUM OF UNDERSTANDING  
REGARDING  
THE FOREIGN LANGUAGE INSTITUTE**

By executing this Memorandum of Understanding (“MOU”), the Board of Governors of Missouri State University (“MSU”) and Baptist Bible College (“BBC”), (collectively, the “Parties”) agree to collaborate in offering designated Foreign Language Institute courses to their students in accordance with the terms, conditions, principles, and guidelines set forth herein.

WHEREAS, the Parties have encountered difficulty obtaining sufficient student enrollment in certain language courses to justify offering such courses independently; and

WHEREAS, to address this problem, the Parties desire to collaborate and jointly offer language courses, taught as part of MSU’s Foreign Language Institute, in which each Party’s students may enroll.

NOW, THEREFORE, in consideration of the mutual promises and covenants provided herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

**1. General**

a. MSU’s Foreign Language Institute will offer language courses among its other operations. MSU intends, but is not hereby bound, to offer such language courses in a seated format at the Jim D. Morris Center, 301 S. Jefferson Ave., Springfield, Missouri. However, the parties intend that this MOU may apply to classes seated elsewhere or offered through alternative delivery modalities.

b. At MSU’s discretion and subject to the terms and conditions set forth herein, MSU will designate some of its Foreign Language Institute courses as open for enrollment by the other Party’s students. MSU reserves the right to impose such terms and conditions (e.g., enrollment minimums, space reservations for MSU students, academic prerequisites, etc.) as it deems appropriate on the courses it designates.

c. MSU will have sole discretion to manage and operate the Foreign Language Institute and the designated courses. Specifically, but without limitation, MSU will have sole discretion to determine whether to designate courses for enrollment by the other Parties’ students, what courses to designate, when and where those courses will be offered, how many students from which institutions may enroll in each course, the curriculum and grading for the



courses, the format for the courses, and who will teach the courses (which may include per-course faculty from the other Party).

d. MSU will be responsible for providing, as it deems appropriate in its sole discretion, all resources associated with the Foreign Language Institute and the designated courses, including but not limited to all personnel, real estate, and equipment.

e. BBC will have discretion to determine which of the Foreign Language Institute courses designated by MSU to participate in.

## **2. Registration and Enrollment**

a. Subject to the terms and conditions for the courses, and subject to the Party's decision to participate in the courses, students enrolled at MSU and BBC may take the designated Foreign Language Institute courses by registering for and enrolling in such courses through ordinary registration and enrollment protocols at their home institutions. For purposes of registration and enrollment, each Party shall be responsible for taking the same or similar steps to offer the designated Foreign Language Institute courses in which it has decided to participate as it would to offer a course taught on the Party's home campus (e.g., assign a course number, include in catalog, etc.) No students shall be permitted to enroll after the second Monday of the relevant MSU academic term.

b. MSU reserves the right to treat any student who enrolls in a designated Foreign Language Institute course as being enrolled at MSU for purposes of conduct, policy, legal, regulatory, and other matters.

c. After the conclusion of each Foreign Language Institute course, MSU will provide a complete record of the academic work performed by each student, including an assessment of the student's performance, to such student's home institution. However, except for students enrolling through MSU, MSU does not intend to transcript the course record for the students, and MSU will not be responsible for maintaining a transcript of the students' work.

## **3. Tuition, Fees, and Payment**

a. Each Party shall be responsible for collecting all tuition and fees from its students who enroll in Foreign Language Institute courses. Each Party shall have discretion to set the amount of tuition and fees it will charge to its students.

b. MSU will not collect tuition and fees directly from students who enroll in Foreign Language Institute courses through one of the other Parties but will collect tuition and fees

directly from a student's home institution, provided the home institution promptly pays the invoices referenced in Section 3(c) below.

c. Approximately six weeks after the start of each Foreign Language Institute course, MSU will invoice BBC for each of its students who were enrolled in the course on the second Monday of the relevant MSU academic term (regardless of whether such student enrolled after the course began, withdrew or dropped the course after the second Monday of the term, or otherwise participated in only part of the course); and BBC shall pay MSU the amount set forth on the invoice within 60 days following receipt of the invoice. No students shall be permitted to enroll after the second Monday of the relevant MSU academic term. The invoiced amount for each student shall equal the total amount of tuition and fees MSU would have charged to the student had the student enrolled in the entire course as an in-state resident at MSU.

#### 4. **Miscellaneous**

a. Each Party will designate a contact person for matters related to the Foreign Language Institute. The Parties' respective contact persons will discuss (in good faith, as appropriate, and as permissible by law) what course offerings may be appropriate for designation by MSU, what terms and conditions for such courses are appropriate, whether those terms and conditions have been or likely will be satisfied, what students have registered for and/or enrolled in designated courses, and such other issues as may arise from time to time regarding the Foreign Language Institute and the designated courses.

b. Unilaterally, with or without cause, either Party may withdraw from this MOU by giving 30 days written notice to the other Party's undersigned representative, or their designees. If MSU exercises its right to withdraw pursuant to this paragraph, this MOU shall terminate and it shall be of no further force or effect with regard to either Party. If BBC exercises its rights to withdraw pursuant to this paragraph, this MOU shall continue and remain in full force and effect with regard to all remaining institutions in other agreements.

c. The termination of this MOU or any Party's withdrawal from this MOU shall not impact obligations with regard to the withdrawing Party's students enrolled in Foreign Language Institute courses at the time the withdrawing Party exercises its right to withdraw. The Parties' obligations regarding such students shall remain in effect until the completion of the Foreign Language Institute course at issue or until such student is no longer enrolled in such course.

d. If, as a result of an act of force majeure, including without limitation, an act of nature, war, riot, labor dispute, strike, threat thereof, intervention of a government agency or instrumentality or other occurrence beyond the reasonable control of the Parties, a Party is

hindered in performing its obligations hereunder or is thereby rendered unable to perform its obligation hereunder, then, in such event, the affected Party shall have the right, upon notifying the other Parties of the occurrence of force majeure as herein defined, to suspend performance under this MOU until the event of force majeure has passed.

e. The Parties shall not discriminate against any person on a basis prohibited by applicable law, including but not limited to race, color, national origin, religion, sex, age, veteran status, or disability in the performance of this MOU.

f. The Parties shall not assign this MOU or assign or delegate any of their obligations or rights under this MOU to any third Party without the other Parties' prior written consent.

g. This MOU constitutes the entire agreement among the Parties with respect to the subject matter contemplated herein. No amendment, change, waiver, or discharge hereof shall be valid unless it is in writing and is executed by the Party against whom such amendment, change, waiver, or discharge is sought to be enforced.

h. The Parties will comply with all applicable federal, state, and local laws, ordinances, and regulations in the performance of this MOU.

The Parties, by and through their undersigned representatives, have executed this MOU on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]  
[SIGNATURES FOLLOW]

MISSOURI STATE UNIVERSITY

---

Clifton M. Smart, III, President

Date

BAPTIST BIBLE COLLEGE

---

Mark Milioni, President

Date

**FIRST AMENDMENT  
TO  
AGREEMENT  
REGARDING THE FOREIGN LANGUAGE INSTITUTE  
BETWEEN  
MISSOURI STATE UNIVERSITY  
AND  
OZARKS TECHNICAL COMMUNITY COLLEGE**

This Amendment is by and between the Board of Governors of Missouri State University (“MSU”) and Community College District of Central Southwest Missouri a/k/a Ozarks Technical Community College (“OTC”) and takes effect immediately upon execution.

WHEREAS, the Parties executed an Agreement Regarding The Foreign Language Institute (“Agreement”) in September 2012; and

WHEREAS, the Parties believe it is in their mutual best interest to determine an enrollment and withdrawal deadline that will apply to all students enrolled in classes at MSU’s Foreign Language Institute as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants provided herein and in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, MSU and OTC agree as follows:

1. The following language shall be added to the end of paragraph 2(a) of the Agreement:

No students shall be permitted to enroll after the second Monday of the relevant MSU academic term.

2. The first two sentences of paragraph 3(c) of the Agreement shall be replaced with the following language:

Approximately six weeks after the start of each Foreign Language Institute course, MSU will invoice OTC for each of its students who were enrolled in the course on the second Monday of the relevant MSU academic term (regardless of whether such student enrolled after the course began, withdrew or dropped the course after the second Monday of the term, or otherwise participated in only part of the course); and OTC shall pay MSU the amount set forth on the invoice within 60 days following receipt of the invoice. No

students shall be permitted to enroll after the second Monday of the relevant MSU academic term.

3. All other provisions of the Agreement shall remain in full force and effect.

MSU and OTC, by and through their undersigned representatives, have executed this Agreement on the dates set forth below.

MISSOURI STATE UNIVERSITY

---

Clifton M. Smart, III, President

Date

COMMUNITY COLLEGE DISTRICT OF CENTRAL SOUTHWEST MISSOURI,  
a/k/a OZARKS TECHNICAL COMMUNITY COLLEGE

---

Dr. Hal L. Higdon, President

Date

**FIRST AMENDMENT  
TO  
MEMORANDUM OF UNDERSTANDING  
REGARDING  
THE FOREIGN LANGUAGE INSTITUTE  
BETWEEN  
MISSOURI STATE UNIVERSITY,  
DRURY UNIVERSITY,  
EVANGEL UNIVERSITY, AND  
SOUTHWEST BAPTIST UNIVERSITY**

This Amendment is by and between the Board of Governors of Missouri State University (“MSU”), Drury University (“Drury”), Evangel University (“Evangel”), and Southwest Baptist University (“SBU”) and takes effect immediately upon execution.

WHEREAS, the Parties executed a Memorandum of Understanding Regarding The Foreign Language Institute (“MOU”) in September 2012; and

WHEREAS, the Parties believe it is in their mutual best interest to determine a drop deadline that will apply to all students enrolled in classes at MSU’s Foreign Language Institute as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants provided herein and in the MOU, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, MSU, Drury, Evangel, and SBU agree as follows:

1. The following language shall be added to the end of paragraph 2(a) of the MOU:

No students shall be permitted to enroll after the second Monday of the relevant MSU academic term.

2. The first sentence of paragraph 3(c) of the MOU shall be replaced with the following language:

Approximately six weeks after the start of each Foreign Language Institute course, MSU will invoice Drury, Evangel, and SBU for each of their students who were enrolled in the course on the second Monday of the relevant MSU academic term (regardless of whether such student enrolled after the course began, withdrew or dropped the course after the second Monday of the term, or otherwise

participated in only part of the course); and Drury, Evangel, and SBU shall pay MSU the amount set forth on the invoice within 60 days following receipt of the invoice.

3. All other provisions of the MOU shall remain in full force and effect.

MSU, Drury, Evangel, and SBU, by and through their undersigned representatives, have executed this MOU on the dates set forth below.

MISSOURI STATE UNIVERSITY

---

Clifton M. Smart, III, President

Date

DRURY UNIVERSITY

---

Dr. David Manuel, President

Date

EVANGEL UNIVERSITY

---

Dr. Carol Taylor, President

Date

SOUTHWEST BAPTIST UNIVERSITY

---

Dr. C. Pat Taylor, President

Date



III.D.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 July 30, 2015, 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.

**ACTIVITY REPORT  
MISSOURI STATE UNIVERSITY  
WEST PLAINS CAMPUS**

**July 30, 2015**

This report documents activities managed by Business and Support Services. The projects listed here may be for a budget level that does not require formal action by the Board of Governors. Any and all projects bid, notices to proceed, and change orders approved are listed on this activity report.

**Repair Building Damage Caused by Vehicle Project Budget  
301 Lincoln Ave (Coord. Student Life Residence) \$1,747.36**

A notice to proceed was issued to Feller Construction, Inc. in the amount of \$1,747.36. This project was issued under the FY15 Job Order Contract Services agreement. This project consists of expenses for repairing the damage caused by a vehicle that ran into University property that is used for the residence of the West Plains Coordinator of Student Life and Development. The project budget has been established as follows:

<b>Project Budget</b>		
Consulting Fees	\$	0.00
Construction Contracts	\$	1,747.36
Project Administration		0.00
Construction Contingency		0.00
Furniture, Fixtures, & Equipment		0.00
Telecommunications		0.00
Relocation Costs		0.00
<b>Total Project Budget</b>	<b>\$</b>	<b>1,747.36</b>

This project is being funded through the West Plains Campus Maintenance and Repair budget and reimbursed by an insurance check from the vehicle's owner.

**Repair/Replace Ceiling in Room 201 Project Budget  
Kellett Hall \$1,610.50**

A notice to proceed was issued to Feller Construction, Inc. in the amount of \$1,610.50. This project was issued under the FY15 Job Order Contract Services agreement. This project consists of expenses for repairing the ceiling in room 201 due to water damage. The project budget has been established as follows:

<b>Project Budget</b>		
Consulting Fees	\$	0.00
Construction Contracts	\$	1,610.50
Project Administration		0.00
Construction Contingency		0.00
Furniture, Fixtures, & Equipment		0.00
Telecommunications		0.00
Relocation Costs		0.00
<b>Total Project Budget</b>	<b>\$</b>	<b>1,610.50</b>

This project is being funded by the West Plains Campus Maintenance and Repair budget.

**Paint Interior Common Areas  
Grizzly House**

**Project Budget  
\$18,721.25**

A notice to proceed was issued to Feller Construction, Inc. in the amount of \$18,721.25. This project was issued under the FY15 Job Order Contract Services agreement. This project consists of expenses for painting the interior common spaces throughout the Grizzly Houser dorm. The project budget has been established as follows:

<b>Project Budget</b>		
Consulting Fees	\$	0.00
Construction Contracts	\$	18,721.25
Project Administration		0.00
Construction Contingency		0.00
Furniture, Fixtures, & Equipment		0.00
Telecommunications		0.00
Relocation Costs		0.00
<b>Total Project Budget</b>	<b>\$</b>	<b>18,721.25</b>

This project is being funded by the West Plains Campus Grizzly House Auxiliary budget.

**Replace Carpet in Dorm Suites  
Grizzly House**

**Project Budget  
\$6,911.25**

A notice to proceed was issued to Feller Construction, Inc. in the amount of \$6,911.25. This project was issued under the FY15 Job Order Contract Services agreement. This project consists of expenses for removing the existing carpet and replacing it with VCT tile in the dorm suites. The project budget has been established as follows:

<b>Project Budget</b>		
Consulting Fees	\$	0.00
Construction Contracts	\$	6,911.25
Project Administration		0.00
Construction Contingency		0.00
Furniture, Fixtures, & Equipment		0.00
Telecommunications		0.00
Relocation Costs		0.00
<b>Total Project Budget</b>	<b>\$</b>	<b>6,911.25</b>

This project is being funded by the West Plains Campus Grizzly House Auxiliary budget.

**Repair Soffit on Exterior of Building  
Kellett Hall**

**Project Budget  
\$2,637.60**

A notice to proceed was issued to Feller Construction, Inc. in the amount of \$2,637.60. This project was issued under the FY15 Job Order Contract Services agreement. This project consists of expenses for repairing the soffit in damaged areas at Kellett Hall. The project budget has been established as follows:

<b>Project Budget</b>		
Consulting Fees	\$	0.00
Construction Contracts	\$	2,637.60
Project Administration		0.00
Construction Contingency		0.00
Furniture, Fixtures, & Equipment		0.00
Telecommunications		0.00
Relocation Costs		0.00
<b>Total Project Budget</b>	<b>\$</b>	<b>2,637.60</b>

This project is being funded by the West Plains Campus Maintenance and Repair budget.

III.D.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.

**CHANGE OF STATUS:**

<u>Name</u>	<u>Position-Department</u>	<u>Action</u>	<u>Effective</u>
Lindsay Hill	Instructor of Nursing-WP From: Annual rate of \$43,500 To: Annual rate of \$45,006	Salary Increase	8/1/2015
Jacob Poulette	Instructor of CGP-WP From: Annual rate of \$37,443 To: Annual rate of \$41,067	Salary Increase	8/1/2015
Brenda Smith	Instructor of CFD-WP From: Annual rate of \$40,482 To: Annual rate of \$41,140	Salary Increase	8/1/2015

**NON-ACADEMIC APPOINTMENT:**

<u>Name</u>	<u>Position/Department</u>	<u>Salary</u>	<u>Effective</u>
Amy Ackerson	Director of Nursing/Administrative Duties / Div. Chair duties	\$20,750 annually	6/1/2015 5/31/2016

(See Addendum A for Supplemental Payments for the summer 2015 semester)

**VOTE:**      **AYE** \_\_\_\_\_

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

**ADDENDUM A**

**Supplemental payments for the summer 2015 intersession:**

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Ana Estrella	BIO	\$ 760
Renee S. Moore	CFD	\$5,508
Linda Wulff-Risner	AGR/Internship	\$ 415

III.D.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.

**APPOINTMENT:**

<u>Name</u>	<u>Position-Department</u>	<u>Grade</u>	<u>Salary</u>	<u>Effective</u>
Amy J. Kirmse	Food Services Attendant WP Food Services	20	\$9.52 Hourly	06/15/2015
Jennifer L. Davidson	Theatre & Events Coordinator, WP WP University/Community Programs	43	\$35,246 Annually	07/01/2015
Kristen M. Miller	Graphic Designer, WP WP University Communications	42	\$33,895 Annually	08/04/2015

**RETIREMENT:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Karen R. Ryburn	Coordinator, TRiO S.S.S., WP WP TRiO S.S.S.	09/01/2015

**VOTE:**     **AYE** \_\_\_\_\_

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

III.D.4.

**RECOMMENDED ACTION** - Approval of Lease Agreement for Property Located at 105 South Curry Avenue, West Plains, Missouri.

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

**WHEREAS**, the University has a board resolution and contract to lease property located at 105 South Curry Avenue, West Plains, Missouri, to house a College Parent Educational Resource Center; and

**WHEREAS**, the parties agree that the term of this Lease shall be for a period of one (1) year beginning August 15, 2015, and expiring at midnight on August 14, 2016; provided, however, the Lessee shall have the right to extend the term of this Lease for up to two (2) additional periods of one (1) year, upon the same terms and conditions as contained in this Lease and subject to termination as set forth herein; and

**NOW, BE IT RESOLVED**, that the Board of Governors for Missouri State University approves the attached Lease Agreement for property located at 105 South Curry Street, West Plains, Missouri. The rental agreed upon is One Dollar (\$1.00) payable at any time during the lease period.

**BE IT FURTHER RESOLVED** that the administration of the University, including the Chancellor and/or Director of Business and Support Services at the West Plains Campus, on behalf of the Board of Governors, be authorized to execute the Lease in accordance with the terms set forth above.

**VOTE:**      **AYE** \_\_\_\_\_

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

# LEASE AGREEMENT

This LEASE AGREEMENT, made and entered into this 14th day of August, 2015, between All Saints Episcopal Church of West Plains, Missouri, Inc. hereinafter referred to as Lessor, and THE BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY, hereinafter referred to as Lessee,

## WITNESSETH:

- 1) Now, therefore, Lessor does hereby lease and demise unto Lessee, and Lessee does hereby take and hire from Lessor, the following described real estate located in Howell County, Missouri, to-wit, hereinafter referred to as the "Demised Premises":

105 South Curry Avenue, a building/house to be used for a College Parent Educational Resource Center and the surrounding curtilage, located within Lot 9 in Block 1 of Curry Addition and being a part of the southwest, southeast 1/4 of Section 21, Township 24, Range 8, West Plains, Missouri.

It is specifically understood that All Saints Episcopal Church of West Plains, Missouri, Inc. and its Parrish Hall are not included in the lease agreement.

- 2) The term of this Lease shall be for a period of one (1) year beginning August 15, 2015, and expiring at midnight on August 14, 2016; provided, however, the Lessee shall have the right to extend the term of this Lease for up to two (2) additional periods of one (1) year, upon the same terms and conditions as contained in this Lease and subject to termination as set forth herein, and only for a College Parent Educational Resource Center. Lessee may exercise these options by providing written notice to Lessor of its intent to exercise its option to extend the term of the Lease at least ninety (90) days prior to the expiring term. Subsequent extensions, if any, will be negotiated by the Lessor and Lessee.
- 3) The rental agreed upon is One Dollar (\$1.00) payable at any time during the lease period. The rent shall be delinquent after the lease expiration date. If the Lease is extended beyond the initial term expiring August 14, 2016, the rental amount shall remain the same. No security deposit will be required.
- 4) Lessor covenants and agrees as follows:
  - a) Lessor is the owner of said property and has good right to lease the same and will warrant and defend the leasehold interest hereby created.
  - b) Lessee may peacefully and quietly hold and enjoy the Demised Premises during the term hereof without any interruption from the Lessor or any other persons claiming under Lessor, so long as Lessee shall observe and perform the several covenants and provisions for herein: subject, however, to the right of Lessor to inspect the Demised Premises at reasonable times and intervals,



upon reasonable notice to Lessee. Lessor also retains the right of backyard access and passage as needed.

- c) Lessor shall acquire and provide utility service for the Demised Premises and will not allow the same to be terminated under any circumstance where such termination would allow the Demised Premises to be damaged in any way, unless such interruption is wholly without cause due to Lessor. Lessee agrees to pay for all utility services for the demised premises during the term of this Lease, and the parties shall negotiate in good faith to install a meter or determine an appropriate monthly amount.
  - d) Lessor shall maintain the roof and exterior of the Demised Premises and maintain the exterior property, including the lawn and associated plantings. Lessor agrees to replace all broken glass of an equal quality during the term of this Lease. Lessee agrees to repair or replace to original standard and quality any property damaged as a result of the misuse of Lessee, its agents, or invitees. Lessor agrees to maintain the roof and exterior of the building so that the building is dry, habitable and readily usable as a College Parent Educational Resource Center at all times.
  - e) Lessee shall provide during the term of this Lease general maintenance for the Demised Premises to maintain the interior premises in the way left to them, fully suitable the purpose of providing a College Parent Educational Resource Center. Lessee shall clean the interior of the Demised Premises on a schedule determined by Lessee to ensure the property is clear and free of trash and debris and otherwise clean excepting normal wear and tear. Lessee shall additionally repair all interior mechanical systems to include HVAC, electrical and plumbing. In the event that replacement of such systems is necessary, Lessor shall be responsible for the cost of replacement.
  - f) Lessor shall maintain during the term of this Lease standard Lessor's property and casualty insurance, insuring the Demised Premises against fire and other casualty for the full value of the building and improvements. Lessor shall carry liability insurance with regard to the Demised Premises. Lessee shall maintain during the term of this Lease standard Lessee's insurance for the full value of the Lessee-owned contents of the facility.
  - g) Property taxes, if any, shall be paid by Lessor.
- 5) Lessee covenants and agrees as follows:
- a) To pay the rent herein provided to Lessor within the time provided at such places and addresses as Lessor may reasonably designate in writing.
  - b) To use the premises hereby leased for College Parent Educational Resource Center purposes and for no other purpose, as determined by Lessor.
  - c) Lessee shall, at Lessee's sole expense (except to the extent covered by Lessor's insurance), repair promptly any damage to the Demised Premises and any of the Additional Premises leased to Lessee, or any part thereof to the extent caused by or resulting from misuse or negligence by Lessee or its employees, agents, or invitees. Lessee shall not make any alterations, modifications or improvements to the Demised Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed. All such alterations, modifications and improvements shall become and remain the property of Lessor. Lessee shall not permit any mechanics' liens resulting from any labor, materials, equipment or supplies furnished with

respect to the Demised Premises at the request of Lessee to stand against the Demised Premises.

- 6) Lessee shall have no right to assign this Lease or sublet the Demised Premises without the prior written consent of Lessor.
- 7) Lessee shall ensure compliance with all policies, rules and procedures enacted and/or recognized by the Board of Governors for Missouri State University and Missouri State University-West Plains in its use of the Demised Premises.
- 8) In the event that it shall become necessary for Lessor or Lessee to institute legal action as a result of the default by the other party under any terms of this Lease Agreement, the prevailing party shall be entitled to court and legal fees, including a reasonable attorney's fee.
- 9) Any notices authorized or required to be given hereunder may be personally delivered (with delivery to one Lessor or Lessee sufficient as delivery to all), or by depositing the same in the United States Mail, postage prepaid, Certified Mail, Return Receipt Requested, and if intended for Lessor, addressed as follows: All Saints Episcopal Church; Attention: Les Miller; P. O. Box 1012; West Plains, MO 65775; and if addressed to Lessee, addressed as follows: Missouri State University-West Plains; Attention, Scott Schneider; 128 Garfield Avenue; West Plains, MO 65775. Properly addressed and mailed, delivery shall be deemed upon mailing.
- 10) This Lease Agreement may be modified or extended ONLY upon the executed written agreement of all parties. Time is of the essence in carrying out the terms and conditions of this Lease Agreement.
- 11) This Lease shall be binding upon the parties hereto, their successors, personal representatives, heirs and assigns.

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

ALL SAINTS EPISCOPAL CHURCH, LESSOR

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

BOARD OF GOVERNORS OF MISSOURI STATE  
UNIVERSITY, LESSEE

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

III.E.1.

**RECOMMENDED ACTION – Ratification of change in name and approval of all associated Governing Policies for the following: Counseling and Testing Center to Counseling Center**

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

**WHEREAS**, the Administration has recommended and the President has approved that the name of the University’s “Counseling and Testing Center” be changed to “Counseling Center.”

**WHEREAS**, the reason for the change of name for the above-referenced area is to better reflect the services provided.

**WHEREAS**, the above-referenced department may be referenced in Governing policies of the University, and a change to the Governing policies is necessary for consistency.

**NOW THEREFORE, BE IT RESOLVED** that the Board of Governors of Missouri State University ratify the change of name for the following: Counseling and Testing Center to Counseling Center effective July 30, 2015, and that any Governing Policies be modified to reflect the name changes.

**VOTE:**      **AYE** \_\_\_\_\_

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

III.F.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 June 10, 2015 through July 14, 2015 be approved.

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

**FOR INFORMATIONAL PURPOSES ONLY**

**Exercise of contract renewal option for the purchase of goods and services estimated > \$25,000 < \$100,000**

**Training Development and Delivery for APICS Management Development Institute (MDI) \$25,000.00 (Estimated)**

Contract C6298-2 with Supply Chain Education to provide Training and Development and Delivery for APICS, for the Management Development Institute for the period July 1, 2015 through June 30, 2016 will be renewed. This is the first of two available one-year contract renewal options.

**Note: Funding to be from the FY16 operational budget.**

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

**Force Plates Physical Therapy \$25,516.00**

Only one bid was received for the purchase of force plates to be used for gait and movement studies in the Physical Therapy Clinic.

A purchase order has been issued to Bertec Corporation.

**Note: Funding to be from the FY15 operational budget.**

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

**Walk-In Freezer Residence Life \$25,988.00**

In response to required advertising to purchase a walk-in freezer for Garst Dining Center, two bids were received.

June 10, 2015 through July 14, 2015

**ACTIVITY REPORT  
PAGE TWO**

A purchase order has been issued to Fellers Fixtures, Incorporated, as the lowest and best bid.

**Note: Funding to be from the FY16 operational budget.**

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

<b>Curriculum Development and Delivery Management Development Institute</b>	<b>\$30,000.00 (Estimated)</b>
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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.

Since 2007, the CATTAN Services Group has worked with MDI to deliver 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 program's continuity at MDI.

A purchase order has been issued to CATTAN Services Group for a one-year period.

**Note: Funding to be from the FY16 operational budget.**

June 10, 2015 through July 14, 2015

**ACTIVITY REPORT  
PAGE THREE**

**Exercise of contract renewal option for the purchase of goods and services estimated > \$25,000 < \$100,000**

**Cash Investment Management Services \$35,000.00  
Financial Services (Estimated)**

Contract C6208-1 with BancorpSouth to provide cash investment management services for the period July 1, 2015 through June 30, 2016 will be renewed. This is the first of two available one-year contract renewal options.

**Note: Funding to be from the FY16 operational budget.**

**Exercise of contract renewal option for the purchase of goods and services estimated > \$25,000 < \$100,000**

**Training Development and Delivery for Six Sigma and Kaizen \$36,000.00  
Management Development Institute (MDI) (Estimated)**

Contract C6298-1 with Process Predictability Management, Incorporated to provide Training and Development and Delivery for Six Sigma and Kaizen, for the Management Development Institute for the period July 1, 2015 through June 30, 2016 will be renewed. This is the first of two available one-year contract renewal options.

**Note: Funding to be from the FY16 operational budget.**

**Exercise of contract renewal option for the purchase of goods and services estimated > \$25,000 < \$100,000**

**Temporary Services – Skilled Trades \$38,763.00  
Physical Plant (Estimated)**

Renewal of Contract 5270-2 will be processed with Multi-Craft Contractors to provide temporary services for skilled trades from September 1, 2015 through August 31, 2016. This is the fourth of four available contract renewal options. Pricing will remain unchanged.

**Note: Funding to be from the FY16 operational budget.**

June 10, 2015 through July 14, 2015

**ACTIVITY REPORT  
PAGE FOUR**

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

**Human Motion Analysis System** **\$42,400.00**  
**Physical Therapy**

Only one bid was received for the purchase of a human motion analysis system to be used for gait and movement studies in the Physical Therapy Clinic.

A purchase order has been issued to Motion Analysis Corporation.

**Note: Funding to be from the FY15 operational budget.**

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

**CareAssist ES Bed Systems** **\$45,915.54**  
**Health and Human Services**

Pursuant to University policy, which addresses justification for making awards on a single feasible source basis, the University has purchased eleven Hill-Rom CareAssist ES Bed Systems for the Nursing Skills Laboratory which will be located in the new O'Reilly Clinical Health Sciences Center.

Over the years, the Department of Nursing has used cheaper brands of hospital beds in the student skills labs, however, the Hill-Rom bed is the most durable and remains functional longer than other brands. The Hill-Rom bed is the same model that is used in the hospitals and has the required features necessary to allow students to practice in the lab what they will be using in their clinical.

A purchase order has been issued directly to Hill-Rom Company Incorporated, the manufacturer of the bed systems.

**Note: Funding to be from the FY15 operational budget.**

June 10, 2015 through July 14, 2015



**ACTIVITY REPORT  
PAGE FIVE**

**Contract for the purchase of goods and services estimated > \$25,000 < \$100,000**

**Lease and Maintenance of Copier** **\$46,105.20**  
**Printing Services** **(Estimated)**

In May of 2011, the University entered into a 60-month copier lease agreement with Xerox Corporation for a Nuvera 120 copier. The Nuvera 120 is a production level copier is used by *Copy This* to print a wide variety of documents for students, faculty and staff.

A purchase order has been issued to Xerox Corporation for months 50 to 60 of the lease. The estimated price shown above includes both the monthly lease payments and the estimated maintenance costs for the period July 1, 2015 to May 31, 2016.

**Note: Funding to be from the FY16 operational budget.**

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

**Telecommunications and Data Equipment** **\$50,000.00**  
**Campus Wide** **(Estimated)**

Pursuant to University policy, which allows the University to participate in contract agreements established by other public entities, the University plans to utilize Anixter, Incorporated, Contract C111155001, with the State of Missouri to purchase telecommunications and data equipment, including talk-a-phones. The contract period is September 1, 2015 through August 31, 2016.

**Note: Funding to be from the FY16 operational budget.**

**Exercise of contract renewal option for the purchase of goods and services estimated > \$25,000 > \$100,000**

**Sign Language Interpreter Services** **\$56,730.00**  
**Student Affairs/Disability Resource Center** **(Estimated)**

Contract 6713-1 with Associates in Sign Language for sign language interpreter services will be renewed for the period of September 1, 2015 through August 31, 2016. This action

June 10, 2015 through July 14, 2015

**ACTIVITY REPORT  
PAGE SIX**

represents the first of four available contract renewal options. Service rates will increase by 3% as provided for in the contract.

**Note: Funding to be from the FY16 operational budget.**

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

**Compliance Software** **\$59,580.00**  
**Intercollegiate Athletics** **(Three-Year Period)**

Only one bid was received for the purchase of compliance monitoring, recruiting, and equipment management software. This software will be used to assist the Athletics department and the University in maintaining and monitoring compliance with the National Collegiate Athletic Association (NCAA), Missouri Valley Conference (MVC), and institutional policies and procedures.

The contract period is July 1, 2015 through June 30, 2018, for a total of \$59,580.00.

A purchase order has been issued to JumpForward, LLC.

**Note: Funding to be from the FY16 operational budget.**

**Exercise of contract renewal option for the purchase of goods and services estimated > \$25,000 < \$100,000**

**Blackboard Transact System License Renewal** **\$83,827.00**  
**Computer Services**

In May of 2011, the University competitively procured and implemented a new one card/access control system. Moving to the Blackboard Transact Identification system provided the Springfield campus community with a more robust ID, declining balance, and electronic access control system.

The contract includes the option to renew the licenses on an annual basis, for up to ten (10) years. July 1, 2015 to July 1, 2016 is the fifth such renewal period, and a purchase order has been issued to Blackboard Incorporated.

**Note: Funding to be from the FY16 operational budget.**

June 10, 2015 through July 14, 2015

**ACTIVITY REPORT  
PAGE SEVEN**

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

**Advertising –Outdoor Billboards \$86,800.32  
Marketing and Communications**

Pursuant to University policy, which addresses justification for making awards on a single feasible source basis, the University has issued contracts and purchase orders to Porlier Outdoor Advertising for a total of seven (7) advertising billboards on Interstate 70 (I-70), Highway 54, and Highway 71 for the twelve-month period beginning June 1, 2014, and the twelve-month period beginning June 1, 2015. The contracts replace expiring twelve-month contracts with Porlier for signage along I-70.

As a part of ongoing marketing strategy, the University is being promoted through various mediums. While there are multiple companies that have placed billboards in these areas, upon a thorough review, it was found that Porlier owned the boards in the locations and sequence most optimal for the University.

Monthly payments are in the amount of \$3,616.68 each, totaling \$43,400.16 for each of two agreed twelve-month periods.

**Note: Funding from the FY13 through the FY16 operational budgets.**

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

**Electronic Databases \$90,133.80  
University Libraries**

Pursuant to University policy, which addresses justification for making awards on a single feasible source basis, the University has renewed two annual library electronic databases.

The services, Academic Search Premier/Business Source Premier, and Academic Source Complete, provide full-text coverage and indexing to over 19,000 journals and magazines. The University Libraries have had subscriptions to these two electronic resources since 2004.

A purchase order was issued to MOBIUS, Columbia, Missouri. As a 72 member library consortium, MOBIUS has shared library materials and information throughout the state of Missouri since its founding in 1998. Formerly a part of the University of Missouri

June 10, 2015 through July 14, 2015

**ACTIVITY REPORT  
PAGE EIGHT**

System, MOBIUS became a not-for-profit corporation with tax-exempt status on July 1, 2010.

Purchase through MOBIUS as a member allows the Libraries to take advantage of pricing negotiation. Significant discounts over direct licensing from providers are offered that are based upon the number of consortium members who license a particular resource.

**Note: Funding to be from the FY16 operational budget.**

**Exercise of contract renewal option for the purchase of goods and services estimated > \$25,000 > \$100,000**

<b>Governmental Consulting Services President's Office</b>	<b>\$95,953.00 (Estimated)</b>
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Contract 6714-1 with Burch and Associates for state governmental consulting services will be renewed for the period of September 1, 2015 through August 31, 2016. This represents the first of four available contract renewal options. Service rates will remain unchanged in accordance with the contract.

**Note: Funding to be from the FY16 operational budget.**

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

<b>Vertical Machining Center with Multi-Axis Options Jordan Valley Innovation Center (JVIC)</b>	<b>\$96,979.00 (Estimated)</b>
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In response to required advertising, bids were submitted for the purchase of a Vertical Machining Center (VMC) for the Center for Applied Science and Engineering (CASE).

A VMC is a milling machine within an enclosure that utilizes computer numerical control (CNC), and automation of processes, such as tool changes, coolant flow, and chip removal.

VMCs have the ability to add a fourth and fifth axis of movement to the standard three-axis motion (XYZ), enabling the creation of parts with complicated three-dimensional geometries. The units can be used efficiently for prototyping, small batch production, and full production manufacturing.

June 10, 2015 through July 14, 2015

**ACTIVITY REPORT  
PAGE NINE**

A purchase order was issued to the single respondent, Haas Factory Outlet, a distributor for Haas Automation, one of the largest machine tool builders in the United States.

**Note: Funding to be from the FY15 Innovation Center Grant Amendment.**

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

**Collegiate Readership Program** **\$100,000.00**  
**Student Affairs** **(Estimated)**

Pursuant to University policy, which addresses justification for making awards on a single feasible source basis, recommend a contract be awarded to Gannett Incorporated for a *USA Today* mobile application, and daily hard-copy subscriptions to the *New York Times*, *Springfield News-Leader*, and *USA Today*.

Newspapers will be delivered daily to multiple campus buildings for the 2015-2016 school year. Cost will be \$15,000.00 for the mobile application, and \$85,000.00 for the printed copies. The contract term will be June 18, 2015 through July 31, 2016.

Periodical	Cost Each
New York Times	\$0.70
Springfield News-Leader	\$0.40
USA Today	\$0.44

Invoicing will be on a monthly basis at \$1,250.00 for the mobile application, and the actual daily quantities of each newspaper delivered to each campus location. The number of publications delivered will be adjusted on a daily basis, and all unused copies collected from the display units may be returned for full credit. Monthly invoices shall detail daily usage rates for campus locations, and the starting daily total quantity will be 2,090 newspapers.

**Note: Funding to be from the FY16 operational budget.**

June 10, 2015 through July 14, 2015

III.G.1.

**RECOMMENDED ACTION** – Approval to increase the project budget for the installation of sound panels and audio-visual equipment at Robert W. Plaster Center for Free Enterprise.

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

**BE IT RESOLVED** by the Board of Governors of Missouri State University that the project budget presented on the activity report for the month of April, 2015 and approved at the June 26, 2015 meeting for the installation of sound panels and audio-visual equipment at the Robert W. Plaster Center for Free Enterprise, be increased by One Thousand Four Hundred and 00/100ths dollars (\$1,400.00) above the project budget of \$19,300.00 be accepted and approved.

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

<b>Project Budget</b>	
Consultant Fees	\$0.00
Construction Costs	\$10,185.80
Project Administration	\$500.00
Construction Contingency	\$2,614.20
Furniture, Fixtures, & Equipment	\$6,000.00
Telecommunications	\$1,400.00
Relocation Costs	\$0.00
<b>Total Project Budget</b>	<b>\$20,700.00</b>
<b>Funding Source</b>	
Cooperative Engineering budget	\$20,700.00
<b>Total Funding Source</b>	<b>\$20,700.00</b>

**BE IT FURTHER RESOLVED** that this budget increase be funded from the Cooperative Engineering budget.

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

NAY \_\_\_\_\_

**COMMENTS:**

When this project was awarded, it was understood that the appropriate amount of conduit was in place to support the new sound panels and audio-visual equipment. It was also understood that the appropriate mounting brackets were in place to support the projector. Upon commencement of the project, it was realized that neither the appropriate amount of conduit or mounting brackets were in place. This budget increase will allow for the purchase and installation of additional conduit and mounting brackets as required by this project. Kenmar Construction, Inc. will be performing the work.

This budget increase will be funded by the Cooperative Engineering (\$1,400.00) budget.

III.G.2.

**RECOMMENDED ACTION** - Approval of a resolution granting a license agreement with ANC Sports Enterprises to install a ribbon board at John Q. Hammons Arena.

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

**WHEREAS**, on June 26, 2015, the Board of Governors approved execution of a Multi-Media Rights Agreement (“MMA Agreement”) with Missouri State Sports Properties, LLC (“MSSP”);

**WHEREAS**, pursuant to Section 4.5 of the MMA Agreement, MSSP is obligated to provide the University with capital subsidy payments totaling \$580,000 for the University’s use in purchasing a ribbon board at John Q. Hammons Arena (“JQH Arena”);

**WHEREAS**, the capital subsidy payments will fully pay for a ribbon board if purchased from MSSP’s affiliate, ANC Sports Enterprises, LLC (“ANC”); and

**WHEREAS**, administration requests a license agreement for the purpose of contracting with ANC for the installation of a ribbon board at JQH Arena at the expense of the Athletics department.

**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 Interim Vice President for Administrative and Information Services be authorized and directed to execute the license agreement attached hereto.

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

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

**COMMENTS:**

ANC Sports Enterprises will provide and install a ribbon board around the interior perimeter of John Q. Hammons Arena. The system will be integrated and coordinated with the existing display boards. ANC Sports Enterprises will connect the new ribbon board to the existing electrical service, as well as provide programming, fiber optic, and data communications as required.

The ribbon board will cost \$580,000 and will be purchased by capital subsidy payments (totaling \$580,000) paid to the University by Missouri State Sports Properties (ANC Sports Enterprises’ affiliate).

The license agreement has been reviewed by legal counsel.

## LICENSE AGREEMENT

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This License Agreement, by and between Missouri State University, Springfield, Missouri (hereinafter referred to as "Owner"), and ANC Sports Enterprises, LLC, New York (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 John Q. Hammons Arena, Missouri State University Campus, Springfield, Missouri, and to construct thereon improvements, which improvements shall be referred to herein as the Ribbon Board Installation 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 Ribbon Board Installation at John Q. Hammons Arena in accordance with the design standards set forth by Missouri State University, Office of Planning, Design & Construction. The Work can be generally described as the following and shall be referred to herein as the Work:

Provide a LED ribbon board around the perimeter of John Q. Hammons Arena as outlined in the Licensee's proposal dated April 21, 2015. The system shall be integrated and coordinated with the existing display boards. Licensee will connect new ribbon board to existing electrical service, as well as provide programming, fiber optic, and data communications as required. Licensee will provide training to University personnel.

The work shall be in compliance with the Americans With Disabilities Act of 1990, the 2006 BOCA 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 Ribbon Board Installation at John Q. Hammons Arena by July 31, 2015 or as soon as reasonably possible thereafter. The Work shall continue without unnecessary delay and shall be completed acceptable to Owner by October 1, 2015.

(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). The Contractor shall only utilize personnel authorized to work within the United States and in the State of Missouri in accordance with applicable federal and state laws. This includes, but is not limited to, the Illegal Immigration Reform and Immigrant Responsibility Act.
- (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 (l) 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 (l), (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 Work. 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 reasonable 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 therefrom, 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 Ribbon Board Installation 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**

**ANC SPORTS ENTERPRISES, LLC**

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INTERIM VICE PRESIDENT,  
ADMINISTRATIVE AND INFORMATION  
SERVICES

---

LICENSEE Title

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DATE

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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/ContractorServices/ContractingFormsforLicenseAgreements.htm>

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

A copy of the current Annual Wage Order 20 for Greene County was provided to ANC Sport Enterprises and will be attached to the License Agreement upon execution.



III.G.3.

**RECOMMENDED ACTION** – Approval of amendments to the Memorandum of Agreement between Missouri State University and the International Brotherhood of Electrical Workers (IBEW), AFL-CIO, Local Union 453.

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

**BE IT RESOLVED** by the Board of Governors for Missouri State University that the President is hereby authorized and directed to sign on behalf of the University, the Memorandum of Agreement between the University and the International Brotherhood of Electrical Workers (IBEW), AFL-CIO, Local Union 453, as amended and as shown on the attachment.

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

**COMMENTS:**

The IBEW represents certain of the University’s custodial, grounds, and maintenance employees. The current Memorandum of Agreement (Agreement) between the University and the IBEW expired on June 30, 2015. Several Meet and Confer sessions between the IBEW and the University have been held over a several week period in an effort to reach a new Agreement. These sessions have resulted in a few changes to the existing Agreement. None of the changes are substantial. A short description of the changes is specifically set forth below. The term of the Agreement is now two years, one year less than the prior agreement, and will run from July 1, 2015 through June 30, 2017.

The changes were as follows:

- Page 5-6, Section 7. VACANCY POSTING PROCEDURE—The word “calendar” was changed to “business” in describing the number of days positions will be posted.
- Page 15-16, Section 26. PROPERTY CLEARANCE PROCEDURE—The language naming particular departments was changed to “issuing department.”
- Page 17, Section 29(b). VACATION LEAVE—An ampersand was removed and replaced with “and” to reflect the correct title of the area of the Vice President.
- Page 19, Section 31. PERSONAL DAY—The number of personal days was changed from “one (1)” to “three (3)” and “calendar” year changed to “fiscal” year to reflect changes recently made in the Employee Handbook for Administrative, Professional and Support Staff Employees.

- Page 20, Section 35. FAMILY AND MEDICAL LEAVE—The date of the most recent Employee Handbook for Administrative, Professional and Support Staff Employees was inserted in place of the old reference date.
- Page 25, Section 47(e). UNION REPRESENTATION—The words “Housing and Dining Services” were added to the title of the appropriate Assistant Director to reflect the correct title of his/her area.
- Page 26, Section 49, EFFECTIVE DATE AND EXPIRATION DATE--The dates of the Agreement were changed to reflect a two year Agreement.
- The signatory lines were changed to reflect the current names of the University President and the Business Manager of the Union.
- All other provisions of the Agreement remain unchanged.

**MEMORANDUM OF AGREEMENT BETWEEN**

**MISSOURI STATE UNIVERSITY**

**and**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO,**

**LOCAL UNION NO. 453**

IBEW LOCAL 453  
MEMORANDUM OF AGREEMENT  
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## MEMORANDUM OF AGREEMENT

The following represents understandings between MISSOURI STATE UNIVERSITY, Springfield, Missouri, hereinafter called the "University", and INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, LOCAL UNION NO. 453, hereinafter called the "Union".

**1. GOVERNANCE.** The Union recognizes that the primary mission of the University is to promote higher education; that pursuant to Chapters 172 and 174, Missouri Revised Statutes, the University is under the general control and management of its Board of Governors, which possesses full power and authority to adopt all needful rules and regulations for the purpose of fully carrying out its mission as it may deem necessary, within the limitations set forth by the General Assembly, and that the President of the University is responsible to the Board of Governors and for the proper administration of the non-exempt personnel employed by the University; provided, however, that the administration of the non-exempt personnel employed by the University shall be governed, where applicable, by this Memorandum and any further memorandum approved by the Board of Governors, as provided for in Paragraph 2(b).

**2. RECOGNITION.** The University recognizes the Union as the exclusive bargaining representative for all custodial, grounds, and maintenance employees employed by the University, excluding temporary and part-time employees, supervisors, professional employees, office employees, and all other employees who are not regular custodial, grounds and maintenance employees.

- (a) Recognition shall not preclude any employee from bringing matters of personal concern to the attention of appropriate officials of the University in accordance with applicable rule, regulation or established policy, provided, however, that where applicable, this Memorandum and further understandings adopted by the Board of Governors shall govern.
- (b) The parties recognize that the Union may present proposals to the University relative to wages and other conditions of employment of the employees within the bargaining unit. The University undertakes to meet, confer and discuss such proposals with the Union, and upon completion of discussions the results shall be reduced to writing and be presented to the administrative, legislative or other governing body in the form of an ordinance, resolution, bill or other form required for adoption, modification or rejection. Such discussions and meetings shall not be construed to extend to such areas of discretion and policy as the mission of the University, its organization, or the technology of performing its work may require.

**3. MANAGEMENT RIGHTS.** Missouri State University, hereinafter referred to as the "University" retains all of the rights, powers, prerogatives, and authority which the University had prior to the execution of this Memorandum, except as specifically limited by this Memorandum. The exercise of such rights is not subject to the grievance-arbitration procedures. Included in such rights, powers, and prerogatives that remain solely and exclusively within the rights of management, but not in limitation thereof, is the right to:

- (a) Determine operating policies and manage the operations in the light of experience, business judgment, and changing conditions;

- (b) Direct the work force, including the right to hire, suspend, discharge, assign, layoff, transfer, promote, and to maintain discipline and efficiency of its employees;
- (c) Hire temporary employees to work full-time for the University with the understanding that their employment will be terminated upon completion of a specific assignment, or upon completion of no more than 1,000 hours of employment in a one-year employment period.
- (d) Relieve employees from duty because of lack of work or for other legitimate reasons;
- (e) Schedule and reschedule work, hours, and work assignments;
- (f) Assign employees to particular pieces of equipment or jobs;
- (g) Require its employees to wear uniforms;
- (h) Determine the work done and the manner in which it shall be done by its employees;
- (i) Determine the number of employees it shall employ in any classification, at any time;
- (j) Determine the extent of the University's operations, introduce new or improved methods, equipment, or facilities which change existing methods or facilities;
- (k) Determine the scheduling of operations, and the method of training employees;
- (l) Eliminate, change or consolidate jobs, job classifications, job descriptions, and operations, and to post or assign jobs accordingly;
- (m) Establish, modify and enforce work, conduct, disciplinary, health and safety rules, standards and evaluation procedures;
- (n) Maintain, cancel, modify, amend, restrict or expand any existing benefit, program, policy, practice or procedure not specifically controlled by the language of this Memorandum, and to institute, cancel, maintain, modify, amend, restrict or expand any

benefit, program or policy, practice or procedure as it deems fit, in its sole and exclusive judgment as and when it deems appropriate.

**4. PROBATIONARY PERIOD.** All employees shall serve a probationary period of six (6) months during which time such employees may be disciplined or discharged without recourse to the grievance-arbitration procedure. Upon successful completion of ninety (90) days of employment, all employees (excluding custodian, groundskeeper, facilities maintenance or locksmith apprentices), will acquire seniority with an effective date coinciding with their last date of hire and will be eligible to bid on posted vacancies. All employees must receive a satisfactory performance evaluation to successfully complete the six-month probationary period.

**5. SENIORITY.** Seniority shall be defined as length of uninterrupted service. For the purposes of seniority, there shall be three departments: (A) Mechanical, (B) Custodial, and (C) Grounds. Where skill and ability are equal, in the University's judgement, department seniority shall govern in layoffs and recall. When two (2) or more employees have the same employment starting date, the order of placement for seniority under this memorandum shall be determined by a) date of the earliest employment application in the Office of Human Resources files; and b) if the dates of employment application are the same, alphabetical order by last name.

(a) Seniority shall be terminated if an employee quits, is discharged, retires, fails to return from layoff when required or takes an unauthorized extension of leave of absence, or is laid off for a period of one year or longer.

(b) In transfers to vacancies in other departments involving higher paid jobs, unit-wide seniority will govern where the University judges skill and ability are equal.



**6. VACANCIES.** The University will pursue to select the most qualified applicants for its vacancies. It is the policy of the University to transfer and promote employees from within the University insofar as practicable. When selecting employees to fill vacancies through the bidding process, the University agrees to consider the senior employee for such vacancy. However, the final selection will be made on the basis of best overall qualifications as assessed by the University. The University reserves the right to fill the position from outside the bargaining unit. Any employee whose bid is rejected on the basis of lack of qualifications may resort to the grievance procedure, to the extent of determining whether or not the University abused its discretion in the determination of best skills and abilities.

(a) The successful bidder shall be required to remain on the awarded job for a period of at least six (6) months before he or she may again exercise his or her bidding rights.

However, said successful bidder may be allowed to exercise his or her bidding rights prior to the conclusion of the six (6) months time period with the approval of the Director of Human Resources. This shall not preclude temporary assignments or transfers pending the filling of the vacancy.

(b) The University shall notify the Union ninety (90) days, or as soon as practical, before outsourcing any jobs covered by this memorandum.

**7. VACANCY POSTING PROCEDURE.** The University will make available a bulletin board on which it will post notices of vacancies which may exist.

When filling of a full-time position is authorized, such job will be posted on the University bulletin boards for a period of five (5) business days. Any employee may apply to the Office of Human Resources during the posting period for such job. Such employee will be given

consideration for the job in accordance with the provisions in Sections 3, 4, 5 and 6 of this Agreement.

Jobs posted will be by department, shift and primary job function. However such posting will not be construed to interfere with the University's right to temporarily assign any person to any department, shift or primary job function, regardless of the posting and award of jobs.

Further, any such temporary transfer out of the bid job will not continue for more than one year without a reposting and/or elimination of the job or jobs in question. No language in this joint Memorandum shall be construed to limit the University's right to eliminate, change or consolidate jobs, job classifications, job descriptions and operations, and to post or assign jobs accordingly, as determined necessary by the University.

When a job is posted, the University will post the initial vacancy for a period of five (5) business days and one subsequent vacancy for a period of five (5) business days created by the filling of the initial vacancy through the job posting procedure. Any subsequent vacancy will be posted for bid for a period of 24 hours.

- (a) Copies of this posting will be sent to the Union at the same time. When said vacancies are filled by a bidder, the University shall post a notice stating the name of the successful bidder. When said vacancy no longer has a qualified bidder, the University will fill the position from outside the bargaining unit.
- (b) When a vacant custodian, groundskeeper, facilities maintenance, or locksmith position must be filled from outside the bargaining unit, the University reserves the right to fill the vacancy with an apprentice at a salary grade 20 for custodian, a salary grade 21 for

groundskeeper, a salary grade 21 for facilities maintenance and locksmith. The apprentice is required to remain in the initial salary grade 20 or 21, in a probationary status, for a period not to exceed one year. The apprentice will be assigned to the work vicinity of a trained custodian, groundskeeper, maintenance general mechanic or locksmith who can advise and respond to questions. Following successful completion of the apprenticeship, the employee advances to the appropriate salary grade for the position.

- (c) Any posted job that is not filled within ninety (90) days of the original posting shall be re-posted in accordance with the above.

**8. TRANSFERS.** When the University requires a temporary transfer out of bid position to a position on another shift that continues for more than three (3) months, the employee transferred will be allowed to exercise his or her seniority to displace the junior bargaining unit employee in the department, provided the senior employee is as qualified to perform the duties of the junior employee, and the junior employee is as qualified to perform the duties of the senior employee. Modification of shift starting or ending time by more than two (2) hours shall be considered a change of shift.

**9. PERFORMING WORK OUTSIDE OF CLASSIFICATION.** When an employee classified as a facilities maintenance apprentice performs mechanic's work for four (4) consecutive hours or more during a shift without supervision or assistance from a mechanic, that employee shall be entitled to pay for such hours at the mechanic's rate. When a maintenance, grounds or custodial employee is appointed by the appropriate Assistant Director or Department Head to assume responsibilities of a foreman in his/her absence, for eight (8) consecutive hours

or more, that employee shall be entitled to pay for such hours at the same rate he/she would receive if promoted to a foreman's position.

**10. SAFETY AND WEATHER EQUIPMENT.** Employees required to work on or near window ledges or window sills shall be furnished necessary safety equipment for such purpose. Employees are subject to discipline, up to and including discharge, for failure to utilize safety equipment as assigned. Employees engaged in snow removal shall be provided gloves and stocking hats upon request.

**11. UNIFORMS.** Employees are required to wear uniforms provided by the University, if the policy of the department so dictates. The uniform items that may be issued shall consist of shirts and caps (optional). Employees are subject to progressive discipline for failure to wear issued uniform items as assigned. Employees may be allowed to wear shorts on the request of the employee subject to approval of the Department Administrator.

**12. TEAM LEADER.** The University may assign a team leader to a team of custodians and pay a differential to those who are actively leading a team. The team leader will work as part of the team and facilitate the work assignments issued by the foreman and supervisor.

**13. MERIT INCREASE.** The University may grant merit increases in its sole discretion to such employees who it believes deserve increases for exceptional work or skills.

**14. NO STRIKE PROVISION.** The Union agrees that there will be no strike, stoppage, slowdown, sitdown, refusal to perform work or other interference with operations, nor any picketing or refusal to enter upon the University's premises for any cause whatsoever, and the University agrees that it will engage in no lockouts. The foregoing is binding upon the Union and its members who obligate themselves not to condone any of the prohibited activity.

**15. GRIEVANCE PROCEDURE.** The parties recognize that from time to time disputes might arise from the application or interpretation of this Memorandum and that employees may from time to time have complaints, grievances or disputes arising from the application or interpretation of this Agreement or policies and procedures contained in the Employee Handbook. In such cases, the following procedures shall apply:

**STEP 1.** Any employee, as defined in paragraph 2, who believes himself or herself to have a grievance shall (together with a Union representative if he or she elects to do so) take the matter up orally with his or her immediate supervisor within five (5) working days after the occurrence of the event giving rise to the complaint, or notice of same comes to the attention of the employee, whichever is later, and try to resolve the matter. The supervisor shall have five (5) working days thereafter to give the employee an answer.

**STEP 2.** If the matter is not satisfactorily resolved as provided for in Step 1 above, the employee together with the Union representative shall take the matter up orally with the appropriate Assistant Director or Department Head or his/her designee within five (5) working days after the supervisor has given his or her answer as provided for in Step 1 above, and try to resolve the matter. The appropriate Assistant Director or Department Head, or his/her designee shall have five (5) working days to give his or her answer.

**STEP 3.** If the matter is not satisfactorily resolved under the provisions of either Step 1 or Step 2 above, the employee or the Union shall, within ten (10) days after termination of the period set forth in Step 2, reduce the grievance to writing stating the facts giving rise to the grievance, the provision of the Memorandum allegedly violated, and relief sought, signed and dated by the grieving employee and the Union Business Representative, and deliver a copy to the

Office of Human Resources. Within ten (10) days after receipt, or such time as may be agreed upon in writing by the Director of Human Resources and the Union, the Vice President for Administrative & Information Services, or his or her designated representative, and the designated representative of the Union shall meet and try to resolve the matter. The Director of Human Resources shall have five (5) working days thereafter to give his or her answer in writing to the Union.

**STEP 4.** If the matter is not satisfactorily resolved as provided for in Steps 1, 2, and 3 above, the Union may request advisory arbitration on disciplinary grievances or actions by notification of the other in writing within ten (10) working days after Step 3, that it is taking the matter to arbitration. If the matter is taken to arbitration the following conditions will apply:

- (a) The parties may agree upon an arbitrator and in the event they do not agree, the Federal Mediation and Conciliation Service shall be asked by joint request of the University and the Union to submit a panel of seven (7) from which the arbitrator will be selected by alternate strike-offs, the first strike-off to be determined by the party requesting advisory arbitration. The University will not refuse to participate in a request for panel. Either party may unilaterally reject one (1) panel, after which the parties will request a second panel.
- (b) Only those issues relating to the specific disciplinary grievance or action will be submitted to the arbitrator. The arbitrator's jurisdiction to make an award will be limited by the submission agreed to by the parties, and he or she shall have no authority to pass upon the exercise of any rights of the University not covered by the stipulation.

- (c) The arbitrator's award on any matter within his or her jurisdiction shall be advisory only and shall be subject to specific acceptance or rejection by the Board of Governors.
- (d) The cost of the arbitrator's fee shall be borne equally by both sides. Each party shall bear its own costs of arbitration.
- (e) No employee shall be permitted to request arbitration without the written consent of the Union.

**16. GENERAL GRIEVANCE PROVISIONS.** The following general rules shall apply in all steps of the grievance procedure:

- (a) Failure of the Union or the employee to take action within the time limits set forth above shall result in the matter being dropped.
- (b) Failure of the University or its representative to take action within the time limits set forth above shall result in the matter being automatically passed to the next step of the grievance at any step.
- (c) The Union may abandon a grievance at any step.
- (d) Time limits at all steps may be extended by mutual agreement in writing. In computing time, only working days shall be included, and Saturdays, Sundays and holidays shall be excluded.
- (e) The Union may directly initiate a grievance by doing so in writing as provided for at Step 3 above.
- (f) The parties may waive any step of the above grievance procedure by immediately going to the next step.

(g) 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.

**17. APPEAL TO BOARD OF GOVERNORS.** It is provided further that the Union may appeal the decision of the Director of Human Resources directly to the Board of Governors rather than take the matter to arbitration. In the event that the Union appeals the matter to the Board of Governors, the decision of the Board of Governors shall be final. The Board of Governors may in its discretion take evidence in regard to the particular grievance appealed directly to it.

**18. NON-DISCRIMINATION POLICY.** In accordance with federal law and applicable Missouri statutes, the University and the Union agree that there will be no discrimination in the application of this Agreement because of race, color, national origin, religion, sex, ancestry, age, disability, or veteran status in employment or in any program or activity offered or sponsored by the University. In addition, the University and Union agree not to 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.

(a) In the event that an employee brings a complaint of discrimination based on any of the above, it shall be the right of the complainant to utilize the grievance procedure



delineated in this Memorandum or to utilize the equal opportunity complaint procedure published in the Affirmative Action Plan.

**19. OVERTIME COMPENSATION.** When it is necessary for employees to work overtime, policies and procedures will be followed as described in the Overtime Guidelines. Employees in the bargaining unit will be entitled to overtime at time and one-half the straight hourly rate after forty (40) hours in the employee's work week. However, if an employee is required to work more than two (2) consecutive eight-hour shifts in any work week, the employee will be entitled to overtime for all hours worked over eight (8) per day in that work week. Regarding work on holidays, see section 41 for reference.

**20. COMPENSATORY TIME.** When employees in the bargaining unit work more than forty (40) hours in the employee's 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 it is earned with departmental budgets permitting. Any such compensatory time off shall be taken during the remaining weeks of the monthly pay period in which it is earned or the twelve (12) months immediately following the monthly pay period and in no case may accumulated 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 at a rate of compensation not less than: (1) the average regular rate received by such employee during the last three (3) years of the employee's employment; or (2) the final regular rate received by such employee, whichever is higher. 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. An employee may, in the discretion of the University, be paid for accrued compensatory time off, at a time other than termination. If so, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives such payment.

The preceding provisions shall constitute an acceptable understanding by and between the University and the Union, as well as the employees in the bargaining unit represented by the Union, to the terms of the above-stated compensatory time off policy, during the term of this Memorandum.

**21. SHIFT DIFFERENTIAL.** The first shift is one that regularly starts on or after 4 a.m. but before 2 p.m. The second shift is one that regularly starts on or after 2 p.m. but before 10 p.m. The third shift is one that regularly starts on or after 10 p.m. but before 4 a.m.

Second shift employees will receive a differential of thirty cents (\$.30) per hour over the regular straight-time rate, and third shift employees will receive a differential of sixty cents (\$.60) per hour over the regular straight-time rate for the work during their respective shifts.

**22. CALL-OUT PROVISION.** There will be a two-hour call-out provision at the applicable overtime rate where an employee is called back to work from home, provided the employee works the full two (2) hours on other emergency work if requested to do so when the particular job for which he or she is called is finished before two (2) hours. Call-out provision does not apply where an employee is requested to work before start of scheduled work day and works into his or her regular schedule.

**23. RETIREMENT SYSTEM (MOSERS).** All employees covered under this Agreement are covered by the provisions of the Missouri State Employees' Retirement System,

unless otherwise required by law. Beneficiaries of employees who die while in the service of the University shall be advised by the Office of Human Resources of any retirement or other benefits to which they are entitled. The separation date shall be the date of death. All employees of the University are covered by the Federal Social Security Program.

**24. TRAINING.** An employee may be required as a part of his or her duties to attend short courses or technical training sessions involving the use of equipment owned by the University. If such attendance is required by the Vice President for Administrative & Information Services and approved by the President and the Board of Governors, the University shall pay the wages and expenses of the employee while engaged in such training, which wages and expenses will be initially determined by the Vice President for Administrative & Information Services, subject to negotiations if requested.

**25. RESIGNATION.** An employee may terminate his or her employment by submitting to the appropriate Assistant Director or Department Head a written resignation. Such resignation shall state the reason for leaving the service of the University and be submitted at least two weeks before the effective date. The department shall immediately forward the resignation to the Director of Human Resources. The period of notice may be reduced or waived upon the request of the employee and recommendation of the appropriate Assistant Director or Department Head and the approval of the Director of Human Resources.

**26. PROPERTY CLEARANCE PROCEDURE.** An employee leaving the University for whatever reason is responsible for returning any University property he or she has in his or her possession. The employee shall obtain a property clearance form from the Office of Human Resources and properly complete it. All property, such as uniforms, clothing and tools, shall be

returned to the appropriate Assistant Director or Department Head, and all keys and identification cards, including BearPass cards issued to the employee shall be returned to the issuing department. All charges which may have been incurred by the employee must be paid to the Bursar before the final salary check will be released.

**27. LUNCH AND REST BREAKS.** Generally employees shall be provided a minimum of thirty (30) minute lunch period and two rest periods of fifteen (15) minutes during each day. The department supervisor will schedule appropriate times when rest periods may be taken. Rest periods will generally be taken at the work site.

**28. ABSENCES.** Employees who are unable to report for work in a regular workday shall notify their immediate supervisor or other designated personnel in the Department no later than thirty (30) minutes before the start of their regular work schedule. If an emergency situation prevents calling in early, the 30 minute advance requirement will be waived once in a six month period. In all situations, the University must be notified no later than 30 minutes after their starting time. In providing notification, the employee is to give a reason for absence and an indication of when the employee will return to work.

**29. VACATION LEAVE.** All employees covered under this Agreement shall accrue vacation leave at the rate of 6.67 hours per month with less than five (5) years of service. With at least five (5) years, but less than ten (10) years of service, vacation leave shall accrue at the rate of 10 hours per month. Ten (10) or more years of service, vacation leave shall accrue at the rate of 13.34 hours per month.

- (a) Vacation leave is granted pursuant to the needs of the University on the request of the employee subject to prior approval of the Department Administrator.

- (b) Vacation leave will be granted only after it has been earned; however, in emergency cases, upon the approval of the Vice President for Administrative and Information Services, leave may be granted in advance of accrual not to exceed the amount to which the employee would ordinarily be entitled for one year.
- (c) Employees may be permitted to split vacations and, by mutual consent, vacations may be carried forward and taken in the next succeeding year. Employees can continue to accrue vacation above their maximum accumulation of two times their annual accrual rate, however, any vacation days over the maximum accumulation of two times the annual allowance is lost at the end of the fiscal year in which the maximum accumulation has been reached.
- (d) An employee separated from the University for any reason shall be entitled to payment for earned unused vacation leave.
- (e) If a holiday observed by the University occurs during the period of an employee's vacation, he or she shall be granted an additional day of vacation.
- (f) The appropriate Assistant Director or Department Head or his/her designee shall require the employees to fill out a departmental vacation request form. Insofar as possible, the department shall honor the employee's first choice. If two or more employees request vacation leave at the same time, and their absence will cause the work of the department to suffer, the appropriate Assistant Director or Department Head shall assign the most senior employee his or her vacation at the time requested. When vacation schedules are completed by the appropriate Assistant Director or Department Head, they shall be posted in the department and copies forwarded to the Office of Human Resources. This

shall be done by April 15 of each year.

**30. SICK LEAVE.** The purpose of sick leave is to protect an employee from loss of pay due to illness or injury which renders him or her incapable of performing the duties of his or her position.

- (a) Sick leave shall accrue at the rate of one day per month. It shall accumulate and be carried forward from one year to the next.
- (b) Employees off work for a period of injury covered by Workers' Compensation benefits shall be allowed to use their accumulated sick leave to supplement their Workers' Compensation benefits to the extent of their regular forty (40) hour week. Such supplemental pay shall be deducted from the employee's hours of accumulated sick leave.
- (c) Sick leave shall be granted to employees when they are unable to perform their duties due to sickness or injury. All absences shall be reported by the department heads on the employee time sheet. The supervisor may require an employee to produce a physician's statement explaining the nature of the employee's illness.
- (d) Upon retirement from service at the University, employees will be paid for forty percent (40%) of any unused sick leave accrued to the date of their retirement, but not to exceed 48 days. Payment shall be at the employee's regular straight time rate of pay.
- (e) If a supervisor has reasonable cause to believe that an employee is abusing the sick leave privilege, he or she will issue a written warning. Upon the next such occasion within a two (2) year period, the employee will be subject to further disciplinary action. The University has the right to require evidence of illness or injury of those employees suspected of abusing sick leave at any time.

**31. PERSONAL DAY.** Employees are eligible for three (3) days of personal leave during each fiscal year under the same conditions and rules as are applicable to other employees. This leave is charged against accrued sick leave.

**32. FAMILY ILLNESS.** Employees may use sick leave, up to a maximum of twelve (12) days in a calendar year, due to an illness of the employee's spouse, children, parents, mother-in-law, father-in-law, or other family members which requires the employee's personal care and attention.

**33. FUNERAL LEAVE.** Funeral leave may be authorized for an employee under the following conditions:

(a) An employee will be authorized to be absent without loss of pay in the event of a funeral involving his or her immediate family for a period up to five consecutive work days. Such funeral leave shall be at the employee's regular hourly rate for straight time. This provision shall apply only in the case of the funeral of the employee's wife or husband, child, mother, father, brother, sister, step-mother, step-father, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, great grandparents, spouse's grandparents and great grandparents, grandchildren, step-brother, step-sister, step-children, step-grandparents, and step-grandchildren.

**34. EMERGENCY LEAVE WITHOUT PAY.** An employee may be authorized, in the discretion of the University, to take leave without pay due to family medical emergencies. Family medical emergency is defined as serious illness of the employee's wife or husband, mother, father, or children, step-mother, step-father, father-in-law or mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, and grandchildren. Serious illness shall be

defined as an illness requiring hospitalization and/or treatment by a medical doctor. A statement indicating the nature of the serious illness and need for leave shall be provided by the employee to his or her supervisor.

- (a) An employee may be authorized to take leave without pay in the event the employee is requested to serve as a pallbearer or in another capacity as an active participant in the funeral service.

**35. FAMILY AND MEDICAL LEAVE.** An employee will be granted Family and Medical Leave under the same policy and provisions as is applicable for other employees as set forth in Section 6.7 of the Employee Handbook for Administrative, Professional and Support Staff Employees (February 2014).

**36. MATERNITY LEAVE.** Employees requesting maternity leave of absence will be granted such leave, without pay, subject to the same requirements as are established by the University to govern other leaves of absence granted employees for illness or accidental injury. Accumulated vacation and sick leave may be used prior to the date of the leave.

**37. LEAVE WITHOUT PAY PROVISIONS.** All leave without pay must have prior approval. Extended leaves without pay must be requested and submitted for approval from the proper University officials.

**38. JURY DUTY LEAVE.** Employees shall be granted leave with pay when required to be absent for duty to serve on a jury or when subpoenaed to serve as a witness in a court of law. However, any compensations received for jury duty or from witness fees shall be turned in to the Office of Human Resources to compensate the University for any time the employee would normally have been working.



**39. MILITARY LEAVE.** An employee entering any branch of the military services of the United States voluntarily during time of war or national emergency, or when inducted under provisions of the Selective Service Act, shall be carried on a leave without pay status for the required period of active military service and ninety (90) days beyond. Upon making application for return duty at the University, he or she shall be required to produce evidence of honorable release from military service. The term "military service" includes service in the Army, Navy, Air Force, Marine Corps, Coast Guard, and U.S. Public Health Service, as well as auxiliary branches of these services in which either men or women are called to serve, but shall not include service as civilian employees in any of the services.

(a) Regular employees who are members of the National Guard or any branch of the military reserves of the United States, and who are ordered to training duties, shall be allowed a leave of absence for a period not to exceed a total of 120 hours in any federal fiscal year for attending such training sessions and only those hours when the employee would otherwise be required to work had it not been for such military leave will be counted toward the 120-hour limit in accordance with Section 105.270 of the Missouri Revised Statutes. Copies of official orders must be furnished to support request for such leaves.

**40. VOTING TIME.** Employees covered under this Agreement will be allowed necessary time off to vote in public elections, not to exceed three (3) hours in accordance with Section 115.639 of the Revised Statutes of Missouri.

**41. HOLIDAYS.** The following holidays are observed by the University and all employees except those engaged in continuous operations such as power plant shall be excused from duty when such holidays are observed:

- (1) New Year's Day
- (2) Memorial Day
- (3) Independence Day
- (4) Labor Day
- (5) Thanksgiving Day
- (6) The day following Thanksgiving Day
- (7) Christmas Day

(a) All employees required to work on any of the above observed holidays because of their work assignment shall receive time and one-half in addition to their regular day's pay. Unworked holidays will be paid at straight-time rates. If a holiday falls on a Sunday, it shall be celebrated on Monday; if a holiday falls on a Saturday, it shall be celebrated on Friday.

**42. UNIVERSITY CLOSINGS.** All employees covered under this Agreement who are required to work during the hours the University is officially closed will be paid at their straight time rate in addition to regular pay and the hours actually worked will count toward 40 hours of work for overtime purposes. Employees required to work over 40 hours and eligible to receive overtime compensation will be paid according to the University's normal policies on overtime compensation and hours worked. Additional University closing information is contained in the Employee Handbook and is incorporated in this Agreement by reference.

**43. UNIVERSITY SERVICES.** All employees covered under this Agreement will be admitted to University-sponsored events at the same rates and in the same manner as may be established from time to time for the other employees.

- (a) The facilities and services of the University health services are available to all employees covered under this Agreement and their families on the same basis and in the same manner as may be established from time to time for other University employees.
- (b) Group medical, dental, long-term disability and life insurance are available to all eligible employees covered under this Agreement, pursuant to the terms of the University-wide insurance plan in effect from time to time. Information may be obtained on hospitalization plans from the Office of Human Resources. Insurance booklets are available on the Office of Human Resources web site at [www.missouristate.edu/human/3876.htm](http://www.missouristate.edu/human/3876.htm). Employees without computer access may obtain a printed copy from their departmental office or the Office of Human Resources.
- (c) University Library facilities are available to all employees covered under this Agreement.
- (d) The recreational facilities of the University are available for use by all employees covered under this Agreement and their families under the same conditions and rules as are applicable to other employees.
- (e) Employees may purchase for themselves and family general admission or reserved tickets to University basketball, football, and other athletic events at the same rates established for other University employees.
- (f) Employees may purchase books, supplies and articles sold in the Bookstore at the same discount as other University employees upon presentation of their ID card, including BearPass.
- (g) Cultural programs will be made available to Union employees at the same rate established for other University employees.

- (h) Employees may obtain postal information, purchase stamps and post their mail through the University Postal Service.
- (i) Employees may receive credit course fee waivers and payment for noncredit course fees under the same policy and provisions as are applicable to other employees.

**44. IMMUNIZATIONS.** All custodial, grounds, and maintenance employees shall receive hepatitis B and tetanus immunizations, as needed, from the Taylor Health and Wellness Center at the department's expense. In the event of a meningitis outbreak on campus, employees in contact with an infected individual will be offered a meningitis vaccination from the Taylor Health and Wellness Center at their department's expense.

**45. PAYCHECKS.** Employees will normally have their pay disbursed on the last banking day of the month. Employees will have their pay deposited directly to a financial institution of their choice.

**46. DUES DEDUCTION.** Upon written authorization from an employee who is a bona fide member in good standing in IBEW Local 453, the University will deduct monthly from such employee's earnings Union dues as set by the Union. The written authorization shall be on a form or forms mutually agreed upon and shall be fully filled out and properly executed by the employee prior to delivery to the University. No dues will be deducted which would reduce the employees' pay below the minimum wage. The Union shall inform the University of any Union member who has authorized deductions and who later becomes disqualified for deductions by failure to maintain Union membership in good standing or other reason.

The Union agrees to indemnify and hold the University harmless against any and all liabilities including, but not limited to, such items as: wages, damages, awards, fines, court costs

and attorney fees which may arise by reason of, or result from the operation of this paragraph 46, for which the Union is responsible.

Any deduction of dues or arrears made in error from the pay of an employee shall be reimbursed to the employee by the Union.

**47. UNION REPRESENTATION.**

- (a) Employees shall have the right to request the presence of the union steward at a disciplinary meeting in which an employee is to be issued any written discipline.
- (b) The reprimanded employee shall receive copies of all reprimand/warning letters and a copy will be forwarded to the Union Hall by the Office of Human Resources.
- (c) The University recognizes that there is a specific instance in which a union steward must perform steward activities on University time, i.e., participating in disciplinary discussions when the employee has requested the presence of a steward.
- (d) The Union may appoint stewards as it deems necessary to adequately cover all shifts and departments, and one (1) Local Unit Chief Steward. The stewards shall be employees of the University and shall be appointed by the Union. The Union shall provide the University with a list in writing of the names of the accredited stewards and their assigned areas of responsibility on a current basis.
- (e) The privilege of a steward or Local Unit Chief Steward to leave his/her work during working hours shall be granted by the appropriate Assistant Director/Residence Life, Housing and Dining Services or Custodial Services Coordinator for participation in disciplinary meetings in which a written disciplinary action may take place.
- (f) In order to inform the Union of new appointments covered by this Agreement, the Office

of Human Resources will send a list of new employees to the Union Hall and a copy to the Chief Steward upon the approval of the appointments by the Board of Governors.

**48. SCOPE OF AGREEMENT.** Should any provision of this Memorandum be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect, and the parties shall thereupon meet, confer and discuss regarding substitute provisions in conformity with applicable laws.

The Union and the University agree that this Memorandum is intended to cover all matters affecting wages, hours and other terms and conditions of employment and similar or related subjects, and that during the term of this Memorandum, neither the University nor the Union will be required to negotiate on any further matters affecting these or any other matters not specifically set forth in this Memorandum. The Union and the University agree that each has an unlimited opportunity to make demands and proposals with respect to any such matters. The University shall not be bound by any requirement which is not specifically stated in this Memorandum, nor shall the University be bound by any past practice or understandings with employees unless such past practice or understanding has been specifically stated in this Memorandum.

**49. EFFECTIVE DATE AND EXPIRATION DATE.** This Memorandum is effective as of July 1, 2015 and shall continue in full force and effect to June 30, 2017, and from year to year thereafter unless written notice is given by either of the parties to the other of a desire to terminate or modify the Memorandum of Agreement sixty (60) days prior to June 30, 2017, or any annual anniversary date thereafter.

However, and notwithstanding any other provision of this Memorandum, the parties recognize that as a state institution receiving state appropriations and other public funds, the University may not be committed or bound regarding matters subject to variances in such appropriation and funds. The University agrees that should such modification of this Memorandum be required during the aforesaid term of the Memorandum, the Union will be notified and provided opportunity to meet, confer, and discuss.

Date: July 1, 2015

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Clifton M. Smart III, President  
Missouri State University

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Roger Mayfield, Business Manager  
IBEW Local Union 453

MEMORANDUM OF AGREEMENT  
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MISSOURI STATE UNIVERSITY

III.H.1.

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

**RANKED FACULTY APPOINTMENT:**

<u>Name</u>	<u>Position-Department</u>	<u>Salary</u>	<u>Effective</u>
Cole Closser	Assistant Professor Art & Design	\$51,000 annually	08/10/15
Gregory Gullette	Assistant Professor Sociology & Anthropology	\$55,000 annually	08/10/15
Alex Jean-Charles	Assistant Professor Reading, Foundations & Technology	\$55,000 annually	08/10/15
Danielle Lillge	Assistant Professor English	\$55,000 annually	08/10/15
Sarah Lockenvitz	Assistant Professor Communication Sciences & Disorders	\$55,000 annually	08/10/15
Vadim Putzu	Assistant Professor Religious Studies	\$50,000 annually	08/10/15

**UNRANKED FACULTY APPOINTMENTS (Term):**

<u>Name</u>	<u>Position-Department</u>	<u>Salary</u>	<u>Effective</u>
Michael A. Albritton	Instructor Computer Information Systems	\$40,000 annually	08/10/15 05/13/16
Patrick Beach	Instructor Philosophy	\$42,000 annually	08/10/15 05/13/16
John R. Gram	Instructor History	\$42,000 annually	08/10/15 05/13/16
Alexander Jorgensen	Visiting Instructor Political Science	\$38,000 annually	08/10/15 05/13/16
Radhika Kaula	Instructor Computer Information Systems	\$40,000 annually	08/10/15 05/13/16

Academic Personnel Board Actions, cont'd.

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Tracey L. Poston	Clinical Assistant Professor Biomedical Sciences	\$52,000 annually	08/10/15 05/13/16
Alicia Walker	Visiting Instructor Sociology & Anthropology	\$42,000 annually	08/10/15 05/13/16

(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 Assistant Appointments)

**RESIGNATIONS:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Sarah J. Evans	Senior Instructor Computer Information Systems	05/15/15
Stephanie Norander	Associate Professor Communication	05/15/15
Lisa Street	Clinical Assistant Professor School of Social Work	05/15/15
Min Yu	Assistant Professor Childhood Education & Family Studies	05/15/15
JulieAnn Jenkins	Instructor Greenwood (12-month appointment)	08/03/15

**NON-REAPPOINTMENTS:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Cameron S. Griffith	Instructor Sociology & Anthropology	05/15/15
Dwight Worker	Clinical Instructor Computer Information Systems	05/15/15

Kyeong-Won Youn	Assistant Professor Art & Design	05/15/15
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**SABBATICALS:**

The faculty members listed below are recommended for sabbatical leave. Faculty members receive full pay for leave of one semester or half to three-fourths pay for leave of full academic year.

Brooks Blevins	Professor, History Academic Year 2015/2016 Complete work on a monograph focused on the History of the Ozarks.
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Margaret L. Buckner	Professor, Sociology & Anthropology Academic Year 2015/2016 Complete work on a series of projects, including monograph on “Zande chantefables.”
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Terrel Gallaway	Professor, Economics Spring 2016 Producing index values for urban areas with respect to the effects and costs associated with light pollution.
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Michael Reed	Professor, Physics, Astronomy & Material Sciences Fall 2015 Strengthen astronomical research programs in variable late-evolution stars and to understand hot, rocky planets around other stars.
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**CHANGE OF STATUS:**

<u>Name</u>	<u>Position-Department</u>	<u>Action</u>	<u>Effective</u>
Steve Illum	From: Professor Kinesiology To: Faculty Emeritus Kinesiology	Change of Status	01/01/15
Rick A. Breault	Visiting Professor College of Education	Reappointment	07/01/15 06/30/16

Academic Personnel Board Actions, cont'd.

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Michael Ellis	From: Professor English	Change of Status	08/01/15
	To: Faculty Emeritus English		
Lynda M. Plymate	From: Professor Mathematics	Change of Status	08/01/15
	To: Faculty Emeritus Mathematics		
Dianne K. Slattery	From: Professor Technology & Construction Management	Change of Status	08/01/15
	To: Faculty Emeritus Technology & Construction Management		
Harry D. Shea	From: Instructor Computer Science	Change of Status	08/10/15 05/13/16
	To: Instructor Mathematics		

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

**COMMENTS:**

**Cole Closser, Assistant Professor, Art & Design**

M.F.A. Center for Cartoon Studies, 2013

B.F.A. Missouri State University, 2011

2014 – Present, Per Course Faculty, Missouri State University; 2014 – Present, Regular Guest Faculty, River Pretty Writer's Retreat, Tecumseh, Missouri; 2014, Adjunct Faculty, Drury University; 2014, Regular Visiting Artist, Fayetteville Public Library, Fayetteville, Arkansas; 2014, Visiting Artist, University of Arkansas, Fayetteville, Arkansas; 2012 – 2013, Guest Faculty, Center for Cartoon Studies, White River Junction, Vermont; 2011 – 2013, Archivist, Center for Cartoon Studies, White River Junction, Vermont.

**Gregory Gullette, Assistant Professor, Sociology & Anthropology**

Ph.D. University of Georgia, 2004

B.A. University of Louisville, 1999

2008 – Present, Assistant Professor, Santa Clara University, Santa Clara, California; 2006 – 2008, Lecturer, Georgia State University, Atlanta, Georgia; 2004 – 2006, Visiting Lecturer, Georgia State University; 2004, Adjunct Instructor, University of Georgia, 2003 – 2004, Teaching Assistant, University of Georgia; 1999 – 2002, Teaching Assistant, University of Georgia.

**Alex Jean-Charles, Assistant Professor, Reading, Foundations & Technology**

Ph.D. University of Illinois at Urbana-Champaign, 2010

M.A. Virginia Polytechnic Institute & State University, 2002

B.S. The City University of New York, 1998

2011 – Present, Assistant Professor, State University of New York at Oneonta, Oneonta, New York; 2003 – 2010, Graduate Assistant/Technology Coordinator/Instructional Designer, University of Illinois at Urbana-Champaign, Urbana, Illinois; 2007 – 2008, Teaching Assistant, University of Illinois at Urbana-Champaign, Urbana, Illinois; 2000 – 2002, Graduate Assistant, Virginia Polytechnic Institute & State University; 1999 – 2000, STEM Teacher, New School for Arts & Sciences, Bronx, New York; 1998 – 1999, Math Teacher, Talent Search After School Program, New York, New York.

**Danielle M. Lillge, Assistant Professor, English**

Ph.D. University of Michigan, 2015

M.A. University of Michigan, 2005

B.A. St. Norbert College, 2000

2013 – Present, Graduate Teaching Consultant, University of Michigan, Ann Arbor, Michigan; 2009 – 2013, Graduate Student Instructor, University of Michigan, 2012 – 2013, Secondary Disciplinary Literacy Consultant, Fruitport High School, Fruitport, Michigan; 2012 – 2013, Design Consultant & Trainer, Authentic Education & Grant Wiggins, Toledo Public School District, Toledo, Ohio; 2008 – 2009, Secondary Disciplinary Literacy Consultant, L.B. Clarke Middle School, Two Rivers, Wisconsin; 2006 – 2008, Wring Across the Disciplines Consultant, Brillion Public School District, Brillion, Wisconsin; 2006 – 2008, Continuing Teacher Education Instructor, Cooperative Educational Service Agency #7, De Pere, Wisconsin; 2004 – 2007, English Teacher & Disciplinary Literacy Coach, Two Rivers High School, Two Rivers, Wisconsin; 2003 – 2004, Graduate Student Instructor, University of Michigan, Ann Arbor, Michigan; 2000 – 2003, English Teacher, Two Rivers High School, Two Rivers, Wisconsin.

**Sarah Lockenvitz, Assistant Professor, Communication Sciences & Disorders**

M.A. Truman State University, 2009

B.S. Truman State University, 2006

2013 – 2014, Instructor; 2014, Guest Lecturer; 2013 – 2014, Observation Lab Instructor; 2011 – 2012, Speech-Language Pathologist, Lake Regional Health Systems, Osage Beach, Mo; 2010 – 2011, Speech-Language Pathologist, Tara Therapy at Jefferson City Nursing & Rehabilitation Center, Jefferson City, Mo; 2010, Speech-Language Pathologist, Early Childhood Special Education, Jefferson City Public Schools, Jefferson City, Mo.

**Vadim Putzu, Assistant Professor, Religious Studies**

Ph.D. Hebrew Union College-Jewish Institute of Religion, 2015

M.Phil. Hebrew Union College-Jewish Institute of Religion, 2008

M.A. Universite de Lausanne, Switzerland, 2005

B.A. Università degli Studi di Torino, Italy, 2002

2014 – Present, Assistant Professor, Missouri State University; 2011 – 2014, Visiting Instructor, Franklin & Marshall College, Lancaster, PA; 2009, Visiting Research Fellow, Rothberg International School, the Hebrew University of Jerusalem, Israel; 2008, Instructor, Academy for Adult Interfaith Studies, The Hebrew University of Jerusalem, Cincinnati; 2007 – 2008, Research/Teaching Assistant, The Hebrew University of Jerusalem, Cincinnati; 2005 – 2006, Lecturer/Adjunct Instructor, University of Cincinnati, Cincinnati, Ohio.

**ADDENDUM A**

**The following have been appointed as Per Course Faculty for the spring semester January 12, 2015 through May 15, 2015**

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Miller, Myra	Management	\$1,980.00
Shryack, Tim	College of Health & Human Services	\$2,400.00

**The following have been appointed as Per Course Faculty for the fall semester August 17, 2015 through December 11, 2015.**

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Ampleman, James	Management	\$3,000.00
Arciniegas, Guillermo	Modern & Classical Languages	\$4,896.00
Bell, Conrad	Computer Science	\$3,785.00
Bodenstein, Amanda	History	\$4,080.00
Bronson, Lisa	Defense & Strategic Studies	\$13,600.00
Brunner, Judy	Reading, Foundations & Technology	\$4,890.00
Cobb, Claire	Childhood Education & Family Studies	\$2,445.00
Collins, Christopher	Communication	\$6,435.00
Corcoran, William	Geography, Geology & Planning	\$4,391.00
Davis-Sneed, Dollie	Childhood Education & Family Studies	\$3,260.00
Engleman, Ann	Kinesiology	\$800.00
Groves, Jeffrey	Political Science	\$4,500.00
Hall, David	Management	\$3,000.00
Hitchcock, Deanna	Hospitality & Restaurant Administration	\$1,968.00
Johnston, Glenda	Reading, Foundations & Technology	\$2,445.00
Keller, Ted	Geography, Geology & Planning	\$3,850.00
Limcher, Jenny	Management	\$6,000.00
Martin, Richard	Computer Science	\$8,561.00
Mazzeo, Larry	Communication Sciences & Disorders	\$3,000.00
McMullin, Mary K	Childhood Education & Family Studies	\$2,445.00
Morrison, Scott	Reading, Foundations & Technology	\$2,745.00
Osredker, Michael	Management	\$3,000.00
Owen, Carla	Childhood Education & Family Studies	\$3,260.00
Preston, James	Hospitality & Restaurant Administration	\$2,850.00
Rice, Phillip	History	\$5,508.00
Rose, Patrick	Defense & Strategic Studies	\$5,500.00
Schmitt, Vicki	Reading, Foundations & Technology	\$7,200.00

Academic Personnel Board Actions, cont'd.

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Smith, EmmaLea	History	\$2,448.00
Smith, Susan A	Political Science	\$5,600.00
Summers, A. Lawrence	Management	\$6,000.00
Taylor, Andrea	Philosophy	\$4,800.00
Thoenen, Peggy	Childhood Education & Family Studies	\$3,260.00
Trachtenberg, David	Defense & Strategic Studies	\$3,400.00
Turner, Melissa	Management	\$3,000.00
Williams, Paul	Criminology & Criminal Justice	\$3,000.00



**ADDENDUM B**

**The following have been appointed as Faculty for the summer semester June 8, 2015 through August 3, 2015**

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Adams, Kathryn	Nursing	\$6,471.00
Ampleman, James	Management	\$2,310.00
Anderson, Jason	Counseling, Leadership & Special Education	\$2,745.00
Anderson, Wayne	Computer Information Systems	\$5,000.00
	Finance & General Business	\$660.00
Aram, Roberta	Childhood Education & Family Studies	\$840.00
Arciniegas, Guillermo	Modern & Classical Languages	\$2,448.00
Artman, Amy	Religious Studies	\$2,420.00
Atwell, Jan	Nursing	\$2,279.00
Baldwin, Julie	Criminology & Criminal Justice	\$1,540.00
Barnes, Kenneth	Computer Information Systems	\$7,000.00
Barnett, Helen	Sociology & Anthropology	\$2,585.00
Barnhart, M. Chris	Biology	\$16,837.00
Bauman, R. Isabelle	Communication	\$1,375.00
Beatty, Nick	Political Science	\$2,475.00
Beckman, Daniel	Biology	\$8,235.00
Bennett, Susan	Theatre & Dance	\$1,815.00
Bigley, Louise	Nursing	\$3,882.00
Black, Alice Jill	Geography, Geology & Planning	\$13,266.00
Bohanon, Mariah	English	\$990.00
Bosch, Eric	Chemistry	\$6,864.00
Botsford, Diana	Media, Journalism & Film	\$550.00
Bourhis, John	Communication	\$715.00
Bowe, Laura	Biology	\$2,225.00
Boyle, Michael	Philosophy	\$2,640.00
Brahnam, S. Berlin	Computer Information Systems	\$1,650.00
Breault, Rick	Reading, Foundations & Technology	\$1,595.00
Bryant, Robin	English	\$1,045.00
Buchanan, Erin	Psychology	\$1,760.00
Burge, Sara	English	\$2,035.00
Bush, Rachel	Theatre & Dance	\$2,145.00
Byrd, Sandra	School of Accountancy	\$2,035.00
Byrd, Sandra	School of Accountancy	\$2,130.00
Camp, Deanne	Reading, Foundations & Technology	\$3,960.00
Cemore Brigden, Joanna	Childhood Education & Family Studies	\$6,391.00

## Academic Personnel Board Actions, cont'd.

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Chambers, Amanda	Childhood Education & Family Studies	\$1,210.00
Chang, Ching-Wen	Reading, Foundations & Technology	\$3,246.00
Cockrum, Leslie	Communication Sciences & Disorders	\$2,445.00
Colombo, Anne	Modern & Classical Languages	\$1,045.00
Cowsert, Derek	English	\$935.00
Crafts, Daniel	Hospitality & Restaurant Administration	\$7,860.00
Craig, Karen	English	\$1,100.00
Cunningham, Denise	Childhood Education & Family Studies	\$1,943.00
Czyzniejewski, Michael	English	\$1,045.00
Dalton, Tracy	English	\$1,100.00
Dawson, Carl	Counseling, Leadership & Special Education	\$2,445.00
Deal, William	Psychology	\$5,554.00
Dibble, Thomas	Media, Journalism & Film	\$385.00
Dicke, Thomas	History	\$6,380.00
Dowdy, Marcia	Counseling, Leadership & Special Education	\$2,500.00
Downing, John	Kinesiology	\$6,536.00
Dudash-Buskirk, Elizabeth	Communication	\$2,310.00
Dunn, Joanne	English	\$2,448.00
Dunn, Joanne	English	\$495.00
Durham, Paul	CBLS	\$21,381.00
Ehlers, Abigale	Hospitality & Restaurant Administration	\$6,480.00
Elliott, W. Anson	Agriculture	\$55.00
Fairbairn, Candace	Childhood Education & Family Studies	\$840.00
Fanetti, Matthew	Psychology	\$5,308.00
Federman, Elizabeth	Master of Public Health	\$770.00
Finch, Kim	Counseling, Leadership & Special Education	\$6,902.00
Foster, Lyle	Sociology & Anthropology	\$2,585.00
Frederick, Dana	Management	\$1,760.00
Freeman, Cynthia	Childhood Education & Family Studies	\$840.00
Galloway, Terrel	Economics	\$2,585.00
Garland, Brett	Criminology & Criminal Justice	\$7,144.00
Garrison-Kane, Linda	Counseling, Leadership & Special Education	\$1,838.00
Gebken, Richard	Technology & Construction Management	\$2,310.00
Gibson, Hugh	Kinesiology	\$4,557.00
Gilbreth, Stephen	Counseling, Leadership & Special Education	\$2,745.00
Gillam, Ken	English	\$825.00
Goodwin, David	Geography, Geology & Planning	\$6,500.00
Goodwin, David	Reading, Foundations & Technology	\$1,595.00
Grand, Melanie	Hospitality & Restaurant Administration	\$5,570.00
Greene, Brian	Biology	\$3,252.00
Greene, Janice	Bull Shoals Field Station	\$528.00

## Academic Personnel Board Actions, cont'd.

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Greer, Olen	Accountancy	\$11,700.00
Hail, Cynthia	Childhood Education & Family Studies	\$4,923.00
Hall, Lisa	Sociology & Anthropology	\$500.00
Hallgren, Deanna	Childhood Education & Family Studies	\$1,100.00
Hammond, Michael	School of Accountancy	\$2,365.00
Harris, Michael	Communication	\$1,100.00
Harris, Shawn	School of Accountancy	\$1,320.00
Harrison, Glenda	Sociology & Anthropology	\$2,475.00
Hass, Aida	Criminology & Criminal Justice	\$2,640.00
Hawkins, Susan	Counseling, Leadership & Special Education	\$2,445.00
Heinlein, Kurt	College of Arts & Letters	\$2,320.00
Henry, Kristina	Biomedical Sciences	\$1,631.00
Hermans, Charles	Marketing	\$8,610.00
Herr, Christopher	Theatre & Dance	\$770.00
Herring, Sean	English	\$1,100.00
Herring, Tara	Geography, Geology & Planning	\$3,625.00
Hiller, Jokima	Hospitality & Restaurant Administration	\$935.00
Hobbs, Lora	Religious Studies	\$2,585.00
Hoegeman, Catherine	Sociology & Anthropology	\$1,000.00
Holmer, Earl	English	\$1,045.00
Hooker, Tristin	English	\$935.00
Howard, Jason	Communication	\$2,145.00
Howell, Marcus	Art & Design	\$3,908.00
Hubbard, Kevin	Technology & Construction Management	\$2,090.00
Hulett, Michelle	College of Business	\$6,711.00
Hurst, Beth	Reading, Foundations & Technology	\$8,379.00
Hykes, Elizabeth	Social Work	\$2,445.00
Iman, Gary	Communication	\$1,980.00
Jacobson, Carol	English	\$990.00
Jenkins, JulieAnn	Greenwood	\$2,500.00
Johnson, Richard	Computer Information Systems	\$5,000.00
Jones, Jennifer	English	\$1,815.00
Jones, Martin	Technology & Construction Management	\$1,430.00
Joswick, David	Technology & Construction Management	\$1,871.00
Kaf, Wafaa	Communication Sciences & Disorders	\$495.00
Kaula, Rajeev	Computer Information Systems	\$990.00
Keller, Anthony	School of Accountancy	\$1,320.00
Keller, Carl	School of Accountancy	\$2,090.00
Kenneally, Maria	Nursing	\$3,013.00
Kenny, Erin	Sociology & Anthropology	\$2,035.00
Kim, Kyoungtae	Biology	\$5,366.00

## Academic Personnel Board Actions, cont'd.

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Kitchen, Jonathan	English	\$990.00
Kopp, Kevin	Counseling, Leadership & Special Education	\$2,745.00
Kyle, Jerri	Communication	\$1,980.00
Leamy, Diane	Criminology & Criminal Justice	\$1,485.00
Leggitt, Stephen	Media, Journalism & Film	\$550.00
Liang, Yating	Kinesiology	\$8,053.00
Loethen, Ann	Counseling, Leadership & Special Education	\$2,445.00
Lowe, Robin	Art & Design	\$3,162.00
Lutz, Mary	English	\$1,100.00
Maier, Melissa	Communication	\$1,045.00
Mantie-Kozlowski, Alana	Communication Sciences & Disorders	\$1,100.00
Maples, Carol	Theatre & Dance	\$5,000.00
McCarthy, Bernard	Criminology & Criminal Justice	\$1,375.00
McCracken, Ramey	English	\$935.00
McLean, Annice	Reading, Foundations & Technology	\$6,964.00
Merrigan, Michael	Management	\$7,500.00
Metcalf, Holly	Communication Sciences & Disorders	\$605.00
Miller, F Thornton	History	\$1,925.00
Mingo, Taryne	Counseling, Leadership & Special Education	\$3,000.00
Mitchell, Molinda	English	\$1,045.00
Mitra, Mahua	Economics	\$2,145.00
Moore, Bailey	English	\$2,448.00
Morris, Taleyna	Communication	\$990.00
Moser, Linda	English	\$2,475.00
Nelsen, Janice	Kinesiology	\$5,792.00
Nelson, Eric	History	\$3,300.00
Nelson, Walt	Study Away	\$5,448.00
Norander, Stephanie	Communication	\$1,595.00
Novik, Melinda	Kinesiology	\$4,188.00
Oden, Debra	School of Accountancy	\$715.00
Oden, Debra	School of Accountancy	\$770.00
Olsen, Reed	Economics	\$550.00
Onyango, Benjamin	Agriculture	\$5,661.00
Patterson, Kathryn	Nursing	\$2,994.00
Patterson, Paula	College of Arts & Letters	\$1,300.00
Pearman, Cathy	Reading, Foundations & Technology	\$1,815.00
Perkins, Amanda	Kinesiology	\$3,774.00
Pervukhin, Eric	Art & Design	\$5,881.00
Peterson, Dane	Marketing	\$1,485.00
Pham, Courtney	Honors College	\$1,200.00
Piccolo, Diana	Childhood Education & Family Studies	\$12,751.00

Academic Personnel Board Actions, cont'd.

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Price, Debra	Merchandising & Fashion Design	\$2,500.00
Proctor, Lisa	Communication Sciences & Disorders	\$14,206.00
Prosono, Marvin	Sociology & Anthropology	\$1,100.00
Pursley, Jennifer	Mathematics	\$2,585.00
Rader, John	Political Science	\$1,045.00
Randles, Shawn	Counseling, Leadership & Special Education	\$2,745.00
Range, Brett	Counseling, Leadership & Special Education	\$2,745.00
Rector, Paula	Criminology & Criminal Justice	\$1,925.00
Reece, Lisa	Chemistry	\$6,000.00
Richmond, Scott	Kinesiology	\$1,320.00
Ridinger, Rhonda	Kinesiology	\$17,584.00
Rimal, Arbrindra	Agriculture	\$11,889.00
Roam, Kimberly	Childhood Education & Family Studies	\$5,800.00
Roberts, Hillary	Biomedical Sciences	\$4,484.00
Rosenkoetter, John	Psychology	\$7,057.00
Rossetti, Anthony	Counseling, Leadership & Special Education	\$2,745.00
Rost, Ann	Psychology	\$2,814.00
Rozell, Elizabeth	College of Business	\$375.00
Ryder, Christina	Sociology & Anthropology	\$1,430.00
Sachetta, Kerry	Counseling, Leadership & Special Education	\$2,745.00
Saxon, Caryn	Criminology & Criminal Justice	\$1,540.00
Scales, Megan	Sociology & Anthropology	\$1,980.00
Schmelzle, George	School of Accountancy	\$12,260.00
Schmidt, Steven	College of Business	\$8,000.00
Schotthofer, Melissa	Childhood Education & Family Studies	\$2,695.00
Scott, Shari	Counseling, Leadership & Special Education	\$5,490.00
Shermer, Aundrayah	Counseling, Leadership & Special Education	\$1,630.00
Shirley, Corinne	Modern & Classical Languages	\$1,815.00
Simmers, Christina	Marketing	\$7,780.00
Simmons, Daniel	Communication	\$990.00
Sims, Brian	Counseling, Leadership & Special Education	\$2,745.00
Smith, Joshua	Biomedical Sciences	\$3,168.00
Smith, Lucretia	Nursing	\$4,425.00
Smith, Susan A	Political Science	\$3,300.00
Soto, Stephen	Management	\$1,705.00
Stafford, Gary	Mathematics	\$2,695.00
Starnes, David	Theatre & Dance	\$3,575.00
Stein, James	Biomedical Sciences	\$4,800.00
Stockburger, David	Psychology	\$330.00
Stone, Lorene	Sociology & Anthropology	\$3,195.00
Sullivan, Patrick	Mathematics	\$9,915.00

Academic Personnel Board Actions, cont'd.

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Templeton, Kelly	Theatre & Dance	\$1,650.00
Thomas-Tate, Shurita	Communication Sciences & Disorders	\$1,265.00
Todd, Danita	Nursing	\$7,920.00
Trewatha, Pamela	Agriculture	\$13,235.00
Tucker, Timothy	Geography, Geology & Planning	\$4,542.00
Turner, John	English	\$2,255.00
Uribe-Zarain, Ximena	Reading, Foundations & Technology	\$3,515.00
Utley, Rose	Nursing	\$3,617.00
Van Landuyt, Cathryn	Computer Information Systems	\$1,210.00
Van Ornum, Kimberly	Mathematics	\$1,815.00
Verbanaz, Nina	History	\$2,754.00
Vinton, Denise	Greenwood	\$5,280.00
Walker, Elizabeth	Agriculture	\$8,598.00
Walters, Heather	Communication	\$2,475.00
Watson, Robert	Counseling, Leadership & Special Education	\$3,071.00
Whipple, Tanya	Psychology	\$1,137.00
Wisdom, Barry	Management	\$1,705.00
Wooden, Shannon	English	\$1,045.00
Yarckow-Brown, Ivy	Criminology & Criminal Justice	\$2,940.00

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

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Balasundaram, Clement	Computer Information Systems	\$3,000.00
Balasundaram, Gautam	Computer Information Systems	\$3,000.00
Bowe, Laura	Graduate College	\$3,200.00
Brinson, Sabrina	Childhood Education & Family Studies	\$1,500.00
Cabrera Hurtado, Kelly	Modern & Classical Languages	\$2,448.00
Camp, Deanne	Reading, Foundations & Technology	\$5,000.00
Cunningham, Denise	Childhood Education & Family Studies	\$7,745.00
Dowdy, Marcia	Counseling, Leadership & Special Education	\$5,000.00
Dubinsky, Julie	Management	\$3,000.00
Geiger, Lacey	Computer Information Systems	\$3,000.00
Hallgren, Deanna	Childhood Education & Family Studies	\$2,445.00
Hamm, Randall	Music	\$15,000.00
Haslam, Darryl	Social Work	\$490.00
Haynes, Vickie	Childhood Education & Family Studies	\$358.00
Jenkins, JulieAnn	Greenwood	\$2,500.00
Johnson, Richard	Computer Information Systems	\$7,620.00
McCrorry, Sue	Computer Information Systems	\$6,000.00
Meraz, Juan	Reading, Foundations & Technology	\$2,745.00
Meyer, James	Childhood Education & Family Studies	\$2,745.00
Morris, Taleyna	Communication	\$2,664.00
Oetting, Tara	Communication Sciences & Disorders	\$3,626.00
Piccolo, Diana	Childhood Education & Family Studies	\$2,745.00
Price, Debra	Merchandising & Fashion Design	\$2,500.00
Rader, John	Political Science	\$2,800.00
Roam, Kimberly	Childhood Education & Family Studies	\$2,445.00
Rugutt, Joseph	Reading, Foundations & Technology	\$2,745.00
Wilhelm, Paula	Management	\$6,000.00
Winkler, Danny	Computer Information Systems	\$6,000.00

**ADDENDUM D**

**The following have been appointed as Graduate Teaching Assistants for the summer semester June 1, 2015 through July 31, 2015**

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Banh, Bryan	Biology	\$2,570.00
Bekas, Christopher	Chemistry	\$2,570.00
Ehrhardt, William	Chemistry	\$2,570.00
Kirkpatrick, Adam	Chemistry	\$2,570.00
Klaus, Danielle	Chemistry	\$2,570.00
Kohlhepp, Kristen	Biology	\$2,570.00
Opalade, Adedamola	Chemistry	\$2,570.00
Pollock, Madison	First Year Programs	\$2,570.00

**The following have been appointed as Graduate Teaching Assistants for the Academic year August 10, 2015 through May 13, 2016**

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Anderson, Kelsey	Biology	\$10,464.00
Blecha, Samuel Clayton	Biology	\$10,464.00
Bozek, Oana	Mathematics	\$10,464.00
Hallmark, Megan	Mathematics	\$10,464.00
Makaraci, Pelin	Biology	\$10,464.00
Shelton, Kayla M	Biology	\$10,464.00



MISSOURI STATE UNIVERSITY

III.H.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>
Zachary J. Wamsher	Maintenance General Mechanic Facilities Maintenance	25	\$29,702 annually	06/08/15
Joshua E. Hoggarth	Custodian I Residence Life, Housing & Dining Services	21	\$19,799 annually	06/15/15
Edgar Martinez Hernandez	Academic Records Specialist Office of the Registrar	13	\$27,040 annually	06/16/15
Jacob B. Miller	Assistant Strength & Conditioning Coach Intercollegiate Athletics	UN	\$40,000 annually	06/17/15
Lauren Perryman	Assistant Teacher Child Development Center	40	\$19,799 annually	06/17/15
Griffin Waller	Assistant Strength & Conditioning Coach Intercollegiate Athletics	UN	\$40,000 annually	06/18/15
Dawn M. McIntyre	Budget Officer College of Arts & Letters	42	\$43,500 annually	06/23/15
Natalie Safford	Coordinator-Student Success Initiatives Residence Life, Housing & Dining Services	43	\$40,000 annually	06/30/15
Victorio P. Berra	Enterprise Systems Administrator Computer Services	35	\$52,500 annually	07/01/15

Non-academic Personnel Board Actions, cont'd.

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Darla J. Butcher (Grant Funded)	Blindness Skills Specialist Southwest Regional Professional Development Center	45	\$51,000 annually	07/01/15 06/30/16
Charles M. Seabolt	Associate Head Athletics Coach Intercollegiate Athletics	UN	\$40,000 annually	07/01/15
Victoria D. Summers-Anderson	Assistant Teacher Child Development Center	40	\$20,155 annually	07/01/15
Corey Gipson	Assistant Coach Intercollegiate Athletics	UN	\$84,000 annually	07/02/15
John E. Fenske	Programmer/Analyst Computer Services	33	\$40,331 annually	07/06/15
Megan Hofferth	Director of Marketing & Promotions Intercollegiate Athletics	42	\$32,500 annually	07/06/15
Kate Roessler	Assistant Director Student Engagement of Fraternity & Sorority Life Office of Student Engagement	42	\$34,000 annually	07/06/15
Courtney Brewer	Residence Hall Director Residence Life, Housing & Dining Services	42	\$33,000 annually	07/13/15
Angelica Esparza	Residence Hall Director Residence Life, Housing & Dining Services	42	\$33,000 annually	07/13/15
Ciara Newsome	Residence Hall Director Residence Hall, Housing & Dining Services	42	\$33,000 annually	07/13/15
Michelle Rawls	Administrative Assistant II Intercollegiate Athletics	12	\$29,976 annually	07/13/15

Siobhan Byrne	Coordinator of Residence Life- Apartment Living Residence Life, Housing & Dining Services	43	\$43,500 annually	07/20/15
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**RESIGNATIONS:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Tessa J. Crawford	Assistant Teacher Child Development Center	05/16/15
John W. Sapp	HVAC Food Service Mechanic Facilities Maintenance	06/02/15
Jermaine Henderson	Assistant Coach Intercollegiate Athletics	06/15/15
Brad Needham	Custodian I Custodial Services	07/06/15
Brandon M. Eckhardt	Assistant Director Campus Recreation-Aquatics Campus Recreation	06/25/15
Debra M. Horn	Academic Administrative Assistant II Modern & Classical Languages	06/26/15
Kyle Yates	Associate Director Athletics Compliance Intercollegiate Athletics	06/28/15
Caleb Lesley	Residence Hall Director Residence Life, Housing & Dining Services	06/30/15
Yeni Vasquez (Grant Funded)	Identification & Recruitment Specialist Southwest Regional Professional Development Center	06/30/15
Katelyn M. Tung	Assistant Teacher Child Development Center	07/02/15
Doug E. Greiner	Director Counseling & Testing	07/15/15

Non-academic Personnel Board Actions, cont'd.

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Salina B. Nixon	Residence Hall Host/Hostess Residence Life, Housing & Dining Services	07/15/15
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Travis W. Vassar	Centralized User Support Specialist Computer Services	07/17/15
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**RETIREMENTS:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Nancy Thompson	Academic Administrative Assistant II Computer Information Systems	06/09/15
Jill Duncan	Associate Director Office of Admissions	06/30/15
Charles K. McClure	VP Administrative & Information Services Administrative & Information Services	06/30/15
Patricia H. Lucas	Software Specialist College of Business	07/06/15
Vicki Aistrup	Admission Evaluator Office of Admissions	08/31/15
Lenord McGownd	Assistant Director Residence Life, Housing & Dining Services	09/30/15

**CHANGE OF STATUS:**

<u>Name</u>	<u>Position-Department</u>	<u>Action</u>	<u>Effective</u>
Lori L. Slater	From: Special Education Improvement	Change	05/11/15
(Grant Funded)	Consultant	of	06/30/16
	Southwest Regional Professional Development Center	Status	
	To: Positive Behavior Support		
	Consultant		
	Southwest Regional Professional Development Center		

Non-academic Personnel Board Actions, cont'd.

Page 5

Cody R. Seidel	<p>From: Administrative Assistant Intercollegiate Athletics GR 12, \$27,079 annually</p> <p>To: Operations Assistant-Men's Basketball Intercollegiate Athletics GR 13, \$32,198 annually</p>	Promotion	06/17/15
Jonathan Carter	<p>From: Web Systems Analyst Computer Services GR 35, \$52,837 annually</p> <p>To: Full Stack Developer/Engineer Web &amp; New Media GR 36, \$65,058 annually</p>	Promotion	06/23/15
Jonathan E. Lee	<p>From: Centralized User Support Specialist Computer Services GR 33, \$40,931 annually</p> <p>To: Systems Analyst Computer Services GR 35, \$50,631 annually</p>	Promotion	06/29/15
Julie Anderson-Ituarte (Grant Funded)	Blindness Skills Specialist Southwest Regional Professional Development Center	Continuation of Appointment	07/01/15 06/30/16
Ronald Keith Boaz	<p>From: Director JQH Arena, Hammons Student Center &amp; Plaster Sports Complex JQH Arena GR 46, \$63,649 annually</p> <p>To: Interim Executive Director Athletic &amp; Entertainment JQH Arena Director JQH Arena, Hammons Student Center &amp; Plaster Sports Complex JQH Arena GR 46, \$63,649 annually (\$1,500 monthly supplemental)</p>	Change of Status	07/01/15 12/31/15

Non-academic Personnel Board Actions, cont'd.

Page 6

Suzanne Cutbirth (Grant funded)	Professional Developer Southwest Regional Professional Development Center	Continuation of Appointment	07/01/15 06/30/16
Jill Duncan	From: Associate Director Office of Admissions To: Staff Emeritus Office of Admissions	Change of Status	07/01/15
Margaret L. Fischer	Document & Report Specialist Advancement Services From: GR 13, \$30,044 annually To: GR 13, \$32,466 annually	Salary Adjustment	07/01/15
Claudia C. Franks (Grant Funded)	Instructional Specialist Southwest Regional Professional Development Center	Continuation of Appointment	07/01/15 06/30/16
Joi A Hook (Grant Funded)	Accounting Specialist Southwest Regional Professional Development Center	Continuation of Appointment	07/01/15 06/30/16
Jennifer A. Johnston	From: ELI Academic Specialist English Language Institute GR 43, \$41,599 annually To: ELI Teacher Training Program Director English Language Institute GR 45, \$47,846 annually	Promotion	07/01/15
Lois M. Jones (Grant Funded)	Special Education Consultant & Compliance Southwest Regional Professional Development Center	Continuation of Appointment	07/01/15 06/30/16
Jana L. Loge (Grant Funded)	PLC Project Coordinator Southwest Regional Professional Development Center	Continuation of Appointment	07/01/15 06/30/16

Non-academic Personnel Board Actions, cont'd.

Page 7

Sue McCrory	From: Computers for Learning Coordinator Computer Literacy To: Computers for Learning Coordinator Library	Change of Status	07/01/15
Matthew D. Morris	From: Associate Vice President Administrative & Information Services GR 49, \$102,127 annually To: Interim Vice President Administrative & Information Services Associate Vice President Administrative & Information Services GR 49, \$102,127 annually (\$1,000 monthly supplemental)	Change of Status	07/01/15 12/31/15
Angela R. Pinegar	Assistant Director Advancement Services From: GR 42, \$41,492 annually To: GR 42, \$ 41,818 annually	Salary Adjustment	07/01/15
Raymond L. Presnell	From: Electronics Department Manager Bookstore GR 44, \$46,591 annually To: Director Bookstore GR 47, \$74,822 annually	Promotion	07/01/15
Ryan Reed	From: Co-curricular Student Ombudsperson Multicultural Services To: Coordinator for Access Programs Multicultural Services	Title Change	07/01/15

Non-academic Personnel Board Actions, cont'd.

Page 8

Andrea S. Rockney (Grant Funded)	From: Professional Developer Southwest Regional Professional Development Center  To: Positive Behavior Support Consultant Southwest Regional Professional Development Center	Change of Status	07/01/15 06/30/16
Lori L. Slater (Grant Funded)	Positive Behavior Support Consultant Southwest Regional Professional Development Center	Continuation of Appointment	07/01/15 06/30/16
Kevin Wilson	From: Testing Technician Counseling & Testing (90% FTE)  To: Testing Technician Library (100% FTE)	Change of Status	07/01/15
Cheryl Wrinkle (Grant Funded)	Special Education Improvement Consultant Southwest Regional Professional Development Center	Continuation of Appointment	07/01/15 06/30/16
Shannon Hachman	From: Administrative Assistant II Planning, Design & Construction GR 12, \$26,341 annually  To: Administrative Specialist II Disability Resource Center GR 12, \$26,341 annually	Change of Status	07/09/15
Carrie Kendall	From: Administrative Assistant II Child Development Center GR 12, \$27,159 annually  To: Accounting Specialist International Services GR 13, \$29,253 annually	Promotion	07/13/15



Non-academic Personnel Board Actions, cont'd.

Page 9

Nancy L. Horeis	From: Academic Administrative Assistant II Nursing To: Staff Emeritus Nursing	Change of Status	08/01/15
Vicki Aistrup	From: Admission Evaluator Office of Admissions To: Staff Emeritus Office of Admissions	Change of Status	09/01/15
Lenord McGownd	From: Assistant Director Residence Life, Housing & Dining Services To: Staff Emeritus Residence Life, Housing & Dining Services	Change of Status	10/01/15

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

**Report of Gifts  
to the  
Missouri State University Foundation  
Monthly and Year-to-Date**

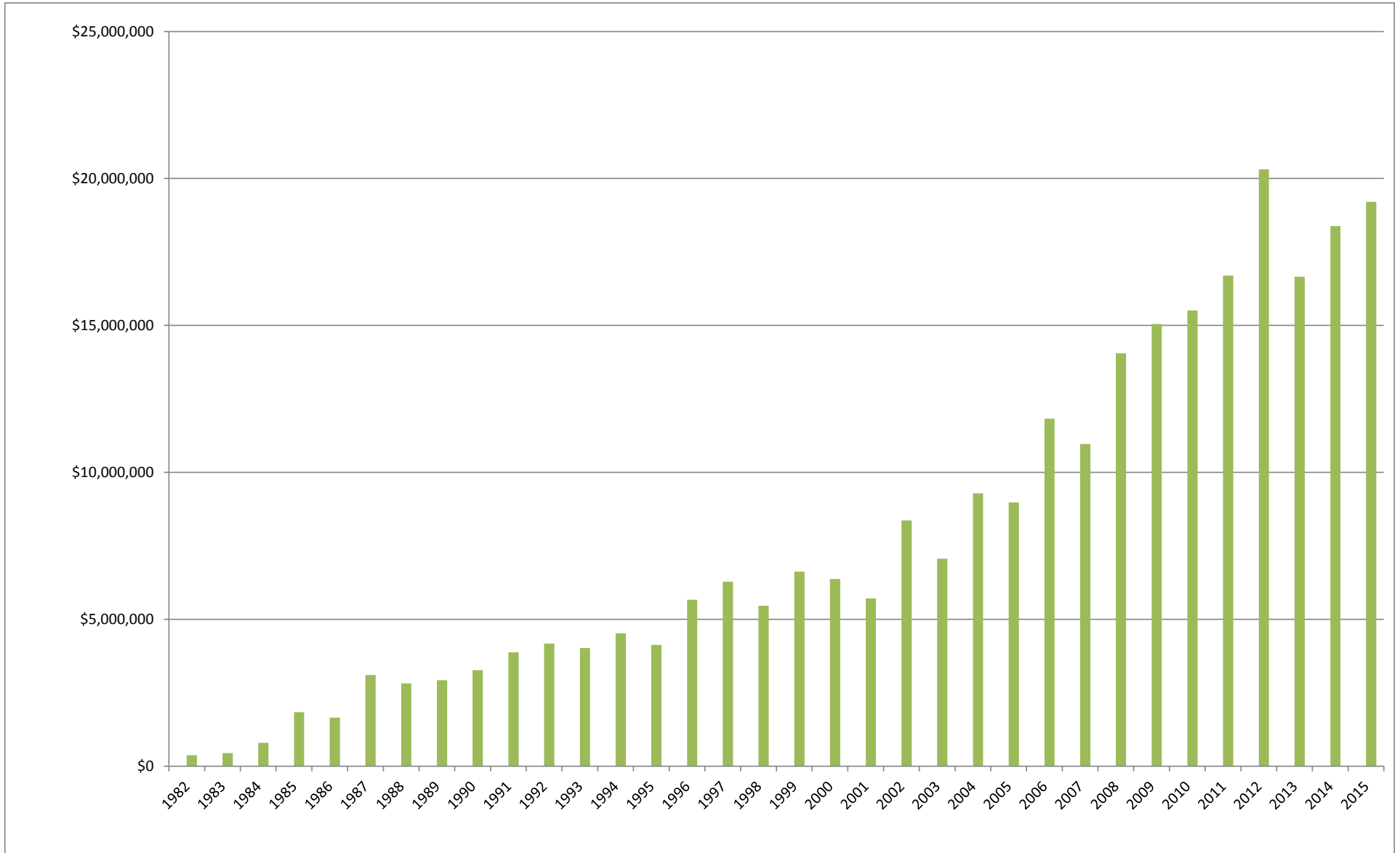
	Year	MONTHLY						YEAR-TO-DATE		
		Designations under \$1,000		Designations \$1,000 and over		Totals for June		Running Totals		Year
		No.	Amount	No.	Amount	No.	Amount	No.	Amount	
<b>Annual Gifts</b>	FY 14	3,586	\$214,470	153	\$592,527	3,739	\$806,997	38,678	\$6,279,996	FY 14
	<b>FY 15</b>	3,844	\$237,135	174	\$678,844	4,018	\$915,979	44,734	\$6,548,212	<b>FY 15</b>
<b>Special Campaigns</b>	FY 14	35	\$2,497	13	\$1,633,855	48	\$1,636,352	1,407	\$7,239,782	FY 14
	<b>FY 15</b>	27	\$2,342	17	\$1,450,294	44	\$1,452,636	1,573	\$8,637,589	<b>FY 15</b>
<b>One Time Gifts</b>	FY 14	0	\$0	5	\$418,188	5	\$418,188	108	\$4,858,780	FY 14
	<b>FY 15</b>	0	\$0	5	\$301,035	5	\$301,035	100	\$4,020,637	<b>FY 15</b>
<b>TOTALS</b>	FY 14	3,621	\$216,967	171	\$2,644,570	3,792	\$2,861,537	40,193	\$18,378,558	FY 14
	<b>FY 15</b>	3,871	\$239,477	196	\$2,430,173	4,067	\$2,669,650	46,407	\$19,206,438	<b>FY 15</b>

MISSOURI STATE UNIVERSITY FOUNDATION  
 INCOME SUMMARY TOTALS BY TYPE AND SOURCE  
 07/01/2014 TO 6/30/2015

G I F T S

SOURCE	UNRESTRICTED CURRENT	RESTRICTED CURRENT	ENDOWMENT	GIFTS OF PROPERTY	TOTAL 7/1/2014 TO 6/30/2015	TOTAL 7/1/2013 TO 6/30/2014
ALUMNI	\$124,265	\$2,175,734	\$410,335	\$76,052	\$2,786,386	\$3,123,003
FRIENDS	10,862	3,875,200	416,542	188,043	\$4,490,645	5,382,711
PARENTS	6,785	122,961	4,841	4,984	\$139,571	148,918
FOUNDATIONS	2,875	2,062,850	59,250	100	\$2,125,075	902,781
ORGANIZATIONS	3,260	2,331,274	177,374	7,710	\$2,519,618	3,044,941
BUSINESSES	15,622	4,220,053	271,937	2,637,531	\$7,145,142	5,776,204
<b>GIFT TOTAL</b>	<b>\$163,668</b>	<b>\$14,788,072</b>	<b>\$1,340,279</b>	<b>\$2,914,419</b>	<b>\$19,206,438</b>	<b>\$18,378,558</b>

	NUMBER OF DONORS 7/1/2014 TO 6/30/2015	NUMBER OF DONORS 7/1/2013 TO 6/30/2014
ALUMNI	7,024	7,059
FRIENDS	11,219	11,091
PARENTS	1,518	1,668
FOUNDATIONS	51	57
ORGANIZATIONS	133	143
BUSINESSES	1,123	1,123
<b>TOTAL</b>	<b>21,068</b>	<b>21,141</b>



**MSU Foundation**  
**Historical Overview of Gifts**

<b>Year</b>	<b>Gifts</b>	<b>Amount</b>
1982	4,171	\$376,161
1983	6,172	\$444,901
1984	7,441	\$798,349
1985	8,877	\$1,837,089
1986	10,597	\$1,652,676
1987	11,986	\$3,102,137
1988	10,170	\$2,821,647
1989	11,323	\$2,924,251
1990	15,395	\$3,268,440
1991	15,254	\$3,877,909
1992	15,436	\$4,173,243
1993	15,698	\$4,024,474
1994	16,108	\$4,521,526
1995	16,835	\$4,130,183
1996	18,223	\$5,666,691
1997	17,518	\$6,280,002
1998	19,274	\$5,463,415
1999	20,402	\$6,622,010
2000	22,361	\$6,370,580
2001	21,747	\$5,709,216
2002	34,836	\$8,365,498
2003	34,992	\$7,061,031
2004	34,954	\$9,285,422
2005	34,880	\$8,979,512
2006	34,582	\$11,826,286
2007	34,288	\$10,960,508
2008	32,970	\$14,050,400
2009	31,689	\$15,044,534
2010	31,432	\$15,512,371
2011	33,248	\$16,698,481
2012	34,352	\$20,311,218
2013	34,931	\$16,657,888
2014		\$18,377,965
2015		\$19,206,438
	<b>692,142</b>	<b>\$228,818,049</b>

IV.B.

**RECOMMENDED ACTION** - Approval of Fiscal Year 2017 Operating Appropriations Request and Decision Items

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

**BE IT RESOLVED** by the Board of Governors for Missouri State University that the attached Approval of Fiscal Year 2017 Operating Appropriations Request and Decision Items be approved.

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



# Missouri State<sup>™</sup>

U N I V E R S I T Y

July 30, 2015

Missouri Department of Higher Education  
c/o Dr. David Russell  
Commissioner of Higher Education  
Missouri Department of Higher Education  
205 Jefferson Street  
Jefferson City, MO 65102

Dear Commissioner Russell:

Missouri State University is pleased to submit its Fiscal Year 2017 Appropriations Request for Operations. The request includes core funding and new funding decision items. We are providing this request in compliance with the policies and practice of the Coordinating Board of Higher Education. The total request of \$94,376,579 is comprised of the following:

### **Funding for Core Operations**

1. Operating Appropriation Base (Fiscal Year 2016 Core with Performance Funding)	\$86,501,944
2. Health Initiatives/Occupational Therapy Base (Fiscal Year 2016 Core)	<u>1,325,000</u>
<b>Funding for Core Operations – Total</b>	<b>\$87,826,944</b>

### **New Funding Decision Item Requests**

1. Performance Funding for Core Operating Support (5%)	\$4,325,097
2. STEM Funding (2%)	
a) Expansion of Cooperative Engineering Programs with Missouri S&T	\$1,000,000
b) New STEM Initiatives	<u>730,039</u>
<b>New Funding Decision Item Requests – Total</b>	<b><u>\$6,055,136</u></b>

**Total Core and New Funding Decision Item Requests** **\$93,882,080**

**Missouri Returning Heroes Act** **\$494,499**

**Total Missouri State University Request**

**\$94,376,579**

The justification for each of our requests follows. This request seeks a 5% increase in Core Performance Funding and a 2% increase for specific STEM-related projects. COPHE institutions have been leading the nation in keeping tuition increases low. Over the past several years, tuition growth has been significantly below inflation, and among the top five lowest in the country. We believe our request is reasonable and reflects a commitment necessary to improve and advance the State of Missouri by developing educated persons.

Very Truly Yours,

Clifton M. Smart III  
President



## **Missouri State University Fiscal Year 2017 Appropriations Request for Operations**

### **Funding for Core Operations**

**\$87,826,944**

The University's first priority for the fiscal year 2017 appropriation request is to maintain its base level of support. This support is critical to the University's mission of a public, comprehensive metropolitan system with a statewide mission in public affairs, whose purpose is to develop educated persons. This funding supports the University's Operating Fund for core student education and the mission of the University as well as administrative operations. The funding for core operations is comprised of two items: \$86,501,944 which represents the fiscal year 2016 operating base and includes the core with performance funding and \$1,325,000 for the fiscal year 2016 health initiatives/occupational therapy core. The health initiatives were approved for fiscal year 2014 as an ongoing core appropriation based upon the critical community needs for educated, skilled health care providers. The health initiatives appropriation of \$1,325,000 was approved to fund a Master of Occupational Therapy degree program at the Springfield campus and to provide funds to enhance the current nursing and respiratory care programs and initiate a new Associate of Applied Science in Allied Health-Certified Nursing Assistant program located at the West Plains campus. We respectively request for fiscal year 2017 and in future years that these two core funding items be combined into one appropriation amount.

### **New Funding Decision Item Requests**

**\$6,055,136**

In addition to core funding requirements, the University's appropriations request for operations focuses on new investments which will better position the University to contribute to the future economy of Missouri and the welfare of its citizens. These new initiatives would support attracting and retaining outstanding faculty, increasing the number of college graduates qualified to meet workforce needs in science, technology, engineering and mathematics (STEM), and supporting upgrades, expansion and maintenance of laboratory and classroom facilities and technology. The decision items are in priority funding order.

#### **Decision Item 01: Performance Funding**

**\$4,325,097**

The Performance Funding initiative was developed by the CBHE Performance Funding Task Force (2012) as a way to advocate for increased state appropriations to the base funding for institutions of higher education based upon institutional success on adopted performance measures. Prior legislation (Senate Bill 492) formalized the performance funding process and provides up to 10% of appropriations to address inequitable state funding.

The University is requesting an increase in core operating appropriations of 5% of its fiscal year state appropriations as a placeholder for performance funding. This amounts to \$4,325,097.

**Decision Item 02: STEM Funding**

**\$1,730,039**

We are requesting an increase of 2% (\$1,730,039) in our appropriation from the State of Missouri for STEM initiatives. For the last several years the University has experienced a steady, modest increase in STEM students. Improved funding would significantly enhance the number of undergraduate and graduate students completing degrees in these disciplines. Funds would be used to keep pace with the demands for STEM graduates by expanding degree programs and attracting and hiring faculty needed to support program expansion.

**2A. Expansion of the Cooperative Engineering Project with Missouri S&T**

**\$1,000,000**

Support is sought to increase the accessibility of engineering education in Missouri and, in particular, the rapidly growing southwestern part of the State. This growth is driven in part by expanding technology-based industry in the region which requires more engineering graduates. By leveraging the existing partnership between Missouri S&T and Missouri State University, a significant increase in engineering degrees delivered in Springfield can be realized in a cost-effective manner. This proposal seeks funding to broaden and expand the offering of engineering programs in Springfield to include mechanical engineering. Added to the existing electrical engineering and civil engineering programs, this will result in greater student access in Southwest Missouri to the three highest-demand engineering programs world-wide and, ultimately, will serve these rapidly growing business sectors. Funding will provide faculty and support services needed to deliver an accredited Missouri University of Science and Technology Mechanical Engineering program in partnership with and on the Missouri State University campus. The University of Missouri and Missouri State University are both requesting \$1,000,000 in new state funds to assist in meeting this State need.

**2B. Expansion of STEM programs-Springfield Campus**

**\$613,682**

The College of Natural and Applied Sciences (CNAS) located on the Springfield Campus plays a role in supporting the state's economic growth and development in STEM with over 350 STEM majors (undergraduate and graduate) completing degree programs each year. Studies indicate that Missouri has a need for graduates in STEM to meet the needs of the business community. In particular needs are in computer science, computational science in all disciplines, and actuarial science. Funds would be used to hire additional faculty/staff to expand BS/MS graduates from 350 to over 400 graduates as well as allow for the expansion of a new certificate program in computational science with a goal of completing at least 20 certificates/year. It is anticipated that these funds will generate the following:

20 additional Bachelor of Science computer graduates by fiscal year 2019

5-10 additional Bachelor of Science in actuarial mathematics by fiscal year 2019  
20 graduates with a Computational Science Certificate by fiscal year 2020  
25 additional Bachelor of Science biology graduates by fiscal year 2019

Until faculty hires are made to expand programs, funds will be used to assist in renovations to Cheek Hall for math and computer sciences in preparation for the enrollment growth and Plaster Center for engineering.

**2B. Expansion of STEM programs-West Plains Campus** **\$116,357**

Support is sought for a full-time, tenure-track Physics faculty position plus laboratory equipment to support physics and other STEM-related courses. Increased demand for physics courses is expected as more MSU-WP students prepare for STEM related certificates and associate and bachelor's degrees. Students preparing for engineering, engineering technology, math, chemistry, physics, computer science, and other STEM-related degrees are the target audience for these courses. MSU-WP STEM students in the AAS-Technology, AS in Pre-Engineering and the AA in General Studies will, in particular, benefit from these classes. It is anticipated that these funds would generate an additional 17 students in specific physics courses after three years.

**Missouri Returning Heroes Act** **\$494,499**

The University is requesting additional appropriations equivalent to tuition waived in FY2009 through FY2015 for the Missouri Returning Heroes Education Act. This act limits the amount of tuition charged to combat veterans who meet certain criteria but provides that institutions may request the tuition waived in the following year's appropriation request. Since the request was not funded in previous years, all five years are included. Based on the most recent data available, 158 unduplicated students have benefited from this program



## EXECUTIVE SUMMARY

### Higher Learning Commission Reaffirmation of Accreditation 2015

#### **CELEBRATING 100 YEARS OF HLC ACCREDITATION**

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Accreditation by regional accreditors like the Higher Learning Commission (HLC), formerly known as the North Central Association of Colleges and Schools, is the primary means of assuring and improving the quality of higher education institutions in the U.S. This system of self-examination and peer review by educational institutions is required for student access to federal grants and loans. Missouri State University has 30 other accreditations specific to academic programs.

The University has been continuously accredited for 100 years – since 1915 – by HLC and its predecessors. Missouri State University is part of the open pathway for the reaffirmation of accreditation that requires a quality initiative project, an assurance argument and a site

visit during year 10 of the 10-year cycle. The 2015–2016 academic year is year 10 of the latest 10-year cycle. The assurance argument will be revised and submitted again in year four.

The University has completed the quality initiative project and the assurance argument, which was previously known as a self-study. The assurance argument clearly articulates how the University meets all criteria and core components adopted by HLC. Evidence has been submitted to support the argument.

University officials are preparing for the HLC Site Team visit October 5–6, 2015.



## University committed to continuous improvement

### Improvements since 2005

Missouri State University has made many improvements over the past 10 years. In its 2005 HLC self-study report — and then detailed in its long-range plans for 2006–11 and 2011–16 — the University identified a number of actions it would take to achieve continuous improvement. Some of the most significant include:

- Instituting an external review process for academic programs to ensure their strength and responsiveness to the discipline and students
- Adding external evaluators to the promotion/tenure process
- Working more closely with Missouri community colleges on transfer guides and articulation agreements
- Improving diversity on campus, which has been especially successful with the student body
- Further clarifying and maturing the public affairs mission
- Fully implementing the Provost model to help raise the academic profile
- Expanding University-wide involvement with — and transparency in — the budget process, while still maintaining the University's favorable financial position and strong reserve fund
- Continuing the culture of assessment of student learning with posted learning outcomes and a more comprehensive plan.

As you will see in the summaries of the five criteria, there is much of which to be proud and opportunities for continuous improvement.

### Expectations

The Steering Committee believes that the University meets or exceeds all criteria and core components for the reaffirmation of accreditation by the HLC.

Over the past 20 years, Missouri State has gained a reputation for developing and implementing comprehensive long-range plans and for integrating those plans with the HLC accreditation process. Missouri State officials have made multiple invited presentations at HLC workshops and conventions to discuss the University's success with this integration.

Missouri State believes strongly in continuous improvement and values the HLC accreditation process as one important tool in that effort. The most recent example is how the 2015 HLC accreditation has informed the University's visioning process during 2015–16. That vision will serve as the foundation for the 2016–21 long-range plan, which will be developed during the 2015–16 academic year.

Criterion One

# Mission

The institution's mission is clear and articulated publicly; it guides the institution's operations.

EXCERPTS FROM SUMMARY

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For 20 years, Missouri State has benefited from a strong and consistent mission statement. The public affairs mission is distinctive, meaningful and memorable. The concept of educating students for their role as "global citizens" sets a high standard and is attractive to today's students. It was compelling enough to be approved by the Missouri General Assembly and the Governor and has been included in state statute since 1995.

Since it was established, the public affairs mission has been continuously incorporated into all aspects of campus life, from on-campus living units to academic programs.

With its three pillars of ethical leadership, cultural competence and community engagement, the public affairs mission provides the foundation for diversity and inclusion. Likewise, it provides the philosophy for the University's commitment to partnerships – and it also provides the foundation for the open and transparent style of management at all levels of the University, including the budget.



### Strengths

- The purpose of developing educated persons and the public affairs mission are strong, clear and have staying power.
- The University's budget process is a model of campus-wide participation and transparency.
- The mission has provided a strong foundation for the University's progress in diversity and inclusion.
- Missouri State remains an honest broker and strong partner with many institutions, organizations and other entities.

### Strategic opportunities

- Although the public affairs mission is deeply incorporated into General Education, the University will continue to find fresh ways in which to incorporate the mission into the curriculum and campus life.
- While progress has been made in its diversity goals, the University continues to strive for excellence. A recently completed climate study that involved the campus and external community will lead to new specific goals in the next strategic plan.

Criterion Two

# Ethical and Responsible Conduct

The institution acts with integrity; its conduct is ethical and responsible.

EXCERPTS FROM SUMMARY

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With its public affairs mission, Declaration of University Community Principles, online policy library and Office of Internal Audit and Compliance, Missouri State possesses the ingredients to meet the criterion on ethical and responsible conduct. Expectations for behavior are clearly outlined for all members of the campus community. The University has demonstrated its commitment to these ideals, most notably in its response to the Missouri State Bookstore theft in August 2012 that received national attention and for which the University continues to receive accolades.

The University has a strong commitment to shared governance and includes all constituents, including students, in developing the long-range plan and other important documents and in reaching strategic decisions. Missouri State also serves its constituents by its continuing commitment to partnerships.



### Strengths

- The institution operates with integrity as evidenced by its commitment to an up-to-date online policy library and annual external audits. In addition, Missouri State has an active Office of Internal Audit and Compliance and a full-time information security officer in support of this commitment.
- The public affairs mission provides a strong philosophical foundation for ethical and responsible behavior, including the celebration of freedom of thought and speech, and diversity and inclusion.
- Codes of conduct are clear for all members of the campus community, from the Board of Governors to faculty and staff, to administrators and to students.

### Strategic opportunities

- Given the importance of cost to its students, Missouri State strives to find the clearest ways in which to list the price and value of the education it offers.
- The University remains diligent in its goal of responsible conduct in research as it continues to support scholarly activity across all disciplines.
- In this rapidly changing technological environment, Missouri State continues to build on current policies and practices to address new challenges.

### Criterion Three

# Teaching and Learning: Quality, Resources and Support

The institution provides high quality education, wherever and however its offerings are delivered.

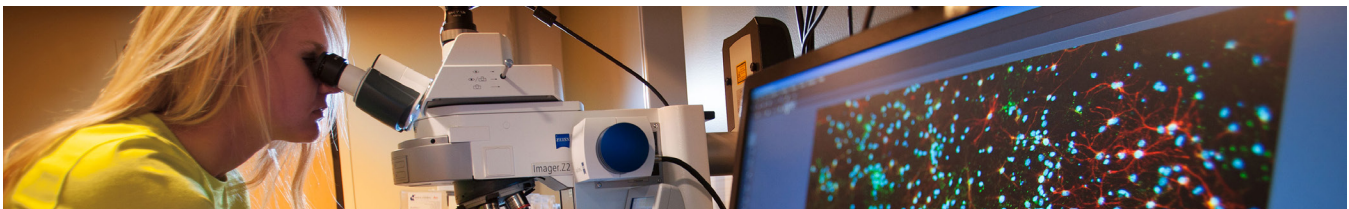
#### EXCERPTS FROM SUMMARY

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Missouri State University's reputation is largely based on its academic programs, its faculty and its ability to prepare students to succeed. These are reasons the University has focused on adding relevant programs, eliminating outdated programs; attracting and retaining outstanding faculty, both full-time and part-time; and providing a wide range of services and support to help students succeed.

Over the years, the University has focused its academic program growth at the graduate level with particular focus on health-related programs. Quality is assured through Missouri State's philosophy of accrediting as many programs as possible and regularly reviewing all programs. In addition, the University has taken many steps to ensure the quality of the programs is consistent across all platforms and delivery methods.

Missouri State recruits faculty from across the country and internationally. Policies regarding faculty promotion, compensation and recognition are clearly identified in the Faculty Handbook and other documents.



#### Strengths

- Faculty are highly qualified as evidenced by more than 90 percent of the full-time ranked faculty holding the terminal degree in their fields.
- Missouri State has a nationally recognized Academic Advisement Center and Master Advisor Program, which ensures quality advising for all students.
- The general education program recently underwent a thorough review resulting in changes. The program has clearly identified goals and is more closely aligned with the University's mission in public affairs.

#### Strategic opportunities

- The University is working to clearly differentiate between graduate and undergraduate learning outcomes for programs and specific dual listed courses as expansion of the number of doctoral programs and interest in accelerated master's programs occurs.
- The Faculty Senate Chair has charged the Academic Relations Committee with producing a report on how the University can better support the teaching efforts of per course faculty in order to improve student success and retention.
- The University continues to work on a variety of alternate pathways to degree completion – online, blended, off-campus, ITV and more. There are many challenges and opportunities as we continue to make progress on this University goal.



Criterion Four

# Teaching and Learning: Evaluation and Improvement

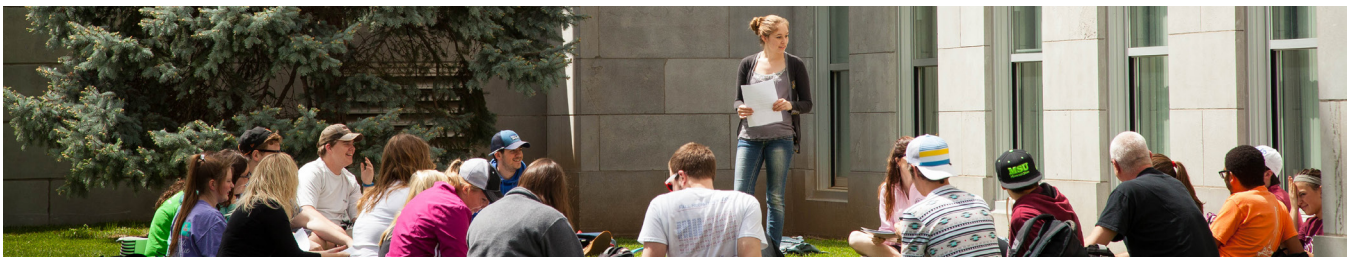
The institution demonstrates responsibility for the quality of its educational programs, learning environments and support services, and it evaluates their effectiveness for student learning through processes designed to promote continuous improvement.

EXCERPTS FROM SUMMARY

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Missouri State University has a strong tradition of planning, implementing best practices and assessing outcomes. That philosophy is evident in the four long-range plans since 1995 and the increasing emphasis on assessment and the 31 individual accreditations. Missouri State continues to make progress in the areas of assessing student learning and documenting student success after graduation.

In all areas of planning, assessment and accreditations, the University effectively uses data collected. Departmental members with support from the Office of Institutional Research and Office of Assessment analyze collected data and make changes in curricular and co-curricular programs with the goal of increasing student success.



## Strengths

- All program level student learning outcomes are available to students, faculty, staff and external constituents. As part of the University's comprehensive assessment plan college deans are responsible for overseeing program assessment as it aligns with program review. Co-curricular learning outcomes have been established and reviewed by unit heads and the VP of student affairs.
- The Office of Assessment was reinvented to focus on institutional assessment such as National Survey of Student Engagement and the Quality Initiative Project (QIP) that assesses the public affairs mission.
- Missouri State developed an enhanced program review system with external evaluations, a clearer calendar and a website to store all reports.

## Strategic opportunities

- Missouri State continues to refine its customized approach to assessment as the University community shares and learns from one another.
- A new state-wide performance measure requires more comprehensive data on all graduates than the University was collecting. In March of 2015, the President's Task Force on Graduate Tracking and Outcomes was appointed and charged with creating protocols for collection and reporting of data.
- As the University strives to increase retention rates, there is a focus on increasing the number of students who participate in high impact experiences such as service-learning, study away, undergraduate research, practicums and internships.

## Criterion Five

# Resources, Planning and Institutional Effectiveness

The institution's resources, structures and processes are sufficient to fulfill its mission, improve the quality of its educational offerings, and respond to future challenges and opportunities. The institution plans for the future.

### EXCERPTS FROM SUMMARY

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For more than 20 years, Missouri State has developed a reputation for strong planning, setting specific annual goals and measuring progress on all initiatives. That developed reputation is reflected in the long-range plans, annual goals and regular reporting to the Board of Governors, the campus community and the public at-large.

Over the years, Missouri State also has implemented a more inclusive and transparent budgeting process, which has succeeded in making a good system even better. Faculty, especially, have become more engaged at all levels, resulting in strong recommendations and a greater understanding of the University's finances.

The University has made excellent use of the Web and other electronic communication to advance its initiatives.



#### Strengths

- Since 2005 the budget process has become increasingly transparent and participatory, aided by the creation of "cost centers," multi-leveled budget committees and public records.
- The 5- to 7-year cycle of strategic planning is now part of the institutional fabric. It is maintained through annual updates to institutional goals and monitored with key performance indicators and performance measures. The KPI website is located at <https://mis.missouristate.edu/KeyPerformanceIndicators/>.
- The changes in the governing board since 2005 – from statewide membership to the current committee structure – have been positive changes for the University as it allows the Board of Governors to engage more effectively in the visioning and strategic planning process.
- Conscientious attention, aided by improved technology, has improved communication and greater transparency throughout campus.

#### Strategic opportunities

- With limited state funding for facilities, the University continues to find unique ways to fund improvements in buildings, laboratories, classrooms and other facilities. Recently, renovation funds from the state have been made available to complete some significant renovations in the next few years.
- With decreasing percentage of overall support coming from the state, the University is challenged with increasing numbers of students and larger class sizes.



## The Higher Learning Commission Process

### Purpose

The primary purpose of the Assurance Argument is to apply for continued accreditation by the Higher Learning Commission (HLC) by presenting patterns of evidence that demonstrate that Missouri State University meets all five of the HLC accreditation criteria.

### Process

Preparation for the 2015 Assurance Argument and site visit began soon after notification of 10-year continuing accreditation from the Commission in 2006. The 15-member Steering Committee was formed in spring of 2012 and began meeting in October 2012. Seven of the committee members served for the 2005 accreditation, thus providing continuity and leadership.

The Steering Committee formed five subcommittees that included faculty and staff outside the Steering Committee to write a first draft of the Assurance Argument and to collect evidence for each criterion. From these initial documents the Steering Committee worked through three more drafts before final submission.

The Steering Committee's work, as well as copies of the Assurance Argument reports are posted at [www.missouristate.edu/hlc/preparation.htm/](http://www.missouristate.edu/hlc/preparation.htm/). The Committee also evaluated progress on and opportunities for each criterion [www.ncahlc.org/Criteria-Eligibility-and-Candidacy/criteria-and-core-components.html/](http://www.ncahlc.org/Criteria-Eligibility-and-Candidacy/criteria-and-core-components.html/).

### Communication

Since 2012, the Steering Committee has taken regular and multiple steps to keep the campus community informed about the HLC accreditation process.

A Town Hall meeting in spring of 2014 covered the process and the most recent draft. Throughout 2014-15, drafts were shared with Administrative Council, Academic Leadership Council, Faculty Senate, Staff Senate, Student Government Association and others.

Missouri State President Clifton "Clif" Smart III has mentioned the process and drafts in Clif's Notes at least once every six months since the process began. There is always a feedback link.

Finally, over the past three years, the chair of the Steering Committee has presented regular updates to the University's Board of Governors – at the Programs and Planning Committee, to the full Board meeting and at the Board Retreats.

V.B.

**RECOMMENDED ACTION – Approval of Clinical Affiliation Agreement with Mercy FC, LLC**

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

**WHEREAS**, in cooperation with Mercy FC, LLC, the University desires to establish a primary care clinic for individuals who are uninsured and ineligible for Medicaid or Medicare (“Clinic”), under the terms and condition set forth in the attached Clinical Affiliation Agreement (“Agreement”); and

**WHEREAS**, the University further desires to host the Clinic in clinical space located within the O’Reilly Clinical Health Science Center, under the terms and conditions described in the License Agreement that is set forth in Exhibit A to the Agreement and attached hereto; and

**WHEREAS**, the University further desires to provide interdisciplinary clinical education opportunities for students in its College of Health and Human Services, under the terms and conditions described in the Academic Affiliation Agreement that is set forth in Exhibit D to the Agreement and attached hereto.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Governors of Missouri State University hereby approves and authorizes the President to execute the attached Agreement in its entirety.

**VOTE:        AYE** \_\_\_\_\_

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

**Comments:**

The Clinical Affiliation Agreement (“Agreement”) will establish a primary care clinic in the O’Reilly Clinical Health Science Center (“O’Reilly Center”) for treatment of adults between the ages of 18-64 who are uninsured and ineligible for Medicaid or Medicare. In addition to serving the vulnerable population in Springfield, Missouri (particularly in light of the imminent closure of The Kitchen Clinic), the clinic will also provide state-of-art interdisciplinary clinical education experiences for students of the University’s College of Health and Human Services.

The clinic – referred to as MSU Care – will be operated cooperatively between the University and Mercy FC, LLC. Under the Agreement, Mercy will be responsible for the clinical operations of the clinic, while the University will be responsible for the academic programming of the clinical education rotations that occur within MSU Care.

### Obligations of University

The University's primary obligation will be to provide furnished space (including utilities and janitorial) within the O'Reilly Center for the operation of the clinic at University expense. Additionally, the University is required to contribute personnel in the form of a 0.5 FTE nurse practitioner for the operation of the clinic. Finally, the University is primarily responsible for the academic programming and the academic supervision of students related to clinical education rotations.

### Obligations of Mercy

Mercy is responsible for the clinical operations of the clinic. Toward that end, Mercy will provide the majority of the clinic's staffing (1.0 FTE Physician Assistant, 1.0 FTE Medical Assistant, 1.0 FTE Clinic Manager, 1.0 FTE Case Manager, 2.0 FTEs Patient Service Representatives, 1.0 FTE Imaging/Laboratory/Pharmacy Technician, Medical Director/Collaborating Physician Supervisor). Mercy will also provide certain medical equipment (portable x-ray machine, point of care laboratory tools, electronic health record) for use at the clinic. Finally, Mercy will be responsible for providing medication and medical supplies for use in the clinic, as well as pharmaceuticals prescribed to the patients.

### Term

The term of the Agreement will be five (5) years. Either party may terminate the Agreement without cause upon the provision of 12 months' prior written notice.

### Liability Insurance

The University, and its employees, will be insured via the State Legal Expense Fund. Students will be required to purchase liability insurance, which is consistent with the requirements of all CHHS students during clinical education rotations. Mercy will be responsible for providing professional liability insurance for itself and its employees.

## CLINICAL AFFILIATION AGREEMENT

This Clinical Affiliation Agreement (the “Agreement”) is entered into as of July \_\_\_, 2015, by and between Mercy FC, LLC (“Mercy”) and the Board of Governors of Missouri State University (“University”).

**WHEREAS**, University is a Missouri public institution of higher education that, through its College of Health and Human Services (“CHHS”), provides training and education in a variety of healthcare disciplines including, without limitation, nursing and physician assistant studies;

**WHEREAS**, University desires to provide its CHHS students with interdisciplinary clinical education opportunities, consistent with best academic practices and accreditation requirements; and

**WHEREAS**, the parties share a commitment to improving the health of people in southwest Missouri (the “Community”), particularly vulnerable populations, and, therefore, desire to collaborate and pool their respective resources to create a clinic to provide health care services to low income, uninsured persons in the Community who are not eligible for Medicare or Medicaid (the “Clinic”); and

**WHEREAS**, the parties further desire to offer interdisciplinary clinical education rotations and opportunities to University’s students at the Clinic.

**NOW, THEREFORE**, the parties agree:

**1. University Responsibilities:**

- 1.1. Clinical Space.** The University shall provide space for the Clinic, as more fully described and reflected in the License Agreement attached as Exhibit A (the “Premises” and collectively with fixtures on the Premises, “University Property”).
- 1.2. Safety and Security.** Security measures for the Clinic will be provided by the University, as provided on Exhibit B.
- 1.3. Personnel.** The University shall employ or contract with a 1.0 FTE nurse practitioner (which 1.0 FTE may be provided by more than one nurse practitioner) to provide services to the Clinic. The University shall be solely responsible for compensating any employees or contractors, including the nurse practitioner(s) and manager (collectively, “University Personnel”), that the University provides for the operation of the Clinic, as well as any applicable tax withholdings, benefits, and worker’s compensation, and unemployment insurance for such University Personnel. University Personnel shall not be considered employees of Mercy and shall not be entitled to any compensation or benefits normally afforded to employees of Mercy.

**1.4.** Back-Up Medical Director/Collaborating Physician Services. As set forth in Section 2.7 and Exhibit C, Mercy is responsible for providing a physician licensed and practicing in the State of Missouri to serve as the Medical Director of the Clinic and as mid-level collaborating physician in accordance and compliance with Mo. Rev. Stat. § 334.104.1 and 20 CSR 2200-4.200 and Mo. Rev. Stat. § 334.735.1 and 20 CSR 2150-7.135, as applicable. Notwithstanding the foregoing, the University will commit up to \$6,000 per year for purposes of contracting a “back-up” medical director/collaborating physician who will be available when the primary medical director/collaborating physician is on vacation or otherwise unavailable.

**2.** Mercy Responsibilities:

**2.1.** Operation of Medical Clinic. Mercy will be solely responsible for all clinical operations of the Clinic. Mercy shall establish all policies, procedures, practices, and rules and regulations (“Policies”) for operation of the Clinic, which Policies shall be subject to approval by the Oversight Committee described in Section 3.4. The Clinic shall be named “*MSU Care*” and shall provide only primary care services to individuals ages 18-64 who are uninsured and ineligible for Medicare or Medicaid (“Clinic Patients”). If any individual presents to the Clinic with an emergency medical condition, the Clinic staff shall call 911 and provide clinical support only until first responders arrive and assume care of any such individual. The Clinic staff shall make referrals for specialty medical care where appropriate in the clinical judgment of the treating medical provider.

**2.2.** Provision of Medical Equipment and Supplies. Mercy agrees to provide the medical equipment and basic medical supplies listed on Exhibit C (collectively, “Mercy Property”). Mercy shall have and retain sole and exclusive ownership of and legal title to all Mercy Property provided for the operation of the Clinic, and shall be and remain solely responsible for the maintenance and repair of Mercy Property. Mercy shall be solely responsible for inventory oversight and management of Mercy Property (including, without limitation, maintaining and insuring such property).

**2.3.** Provision of Electronic Medical Record (“EMR”). Mercy will provide the CPUs and software necessary to support the full operation and maintenance of Mercy’s EMR platform, Epic, consistent with Mercy’s license agreement with Epic. MSU shall provide all monitors, and other equipment necessary to support Epic (except that Mercy shall provide printers as set forth in Exhibit C). Epic shall be the EMR used for all documentation requirements at the Clinic, and Mercy will provide oversight of the use of Epic and any associated training, including best practices for use of Epic and regulations, to all of the Clinic providers and staff. The University will adhere to all terms of use of Epic, as communicated to the University by Mercy. The foregoing notwithstanding Mercy retains exclusive ownership of and legal title to all medical records related to the treatment of Clinic Patients. The parties agree to develop measures to review EMR compliance and other Epic-related needs.

- 2.4.** Provision of Technology Services Support for EMR. Mercy will provide the necessary 24/7/365 technology support services to ensure full operation of Epic at the Clinic and to ensure long-term maintenance of Epic as the sole documentation platform and record-keeping for all medical records of Clinic Patients.
- 2.5.** Laundry Services. Mercy will provide laundry services for all Clinic operations, to include the pick-up, drop off, and cleaning/sanitation of all articles needing laundered to provide patient care.
- 2.6.** Office Supplies. Mercy will provide reasonable office supplies to the Clinic.
- 2.7.** Provision of Medical Director/Collaborating Physician. As provided on Exhibit C, Mercy will provide a physician licensed and practicing in the State of Missouri to serve as the Medical Director of the Clinic and as collaborating physician for the 1.0 FTE nurse practitioner(s) and the 1.0 FTE physician assistant, and to serve as a resource to all other providers and providers-in-training regarding the Clinic's patient-related cases or medical concerns (the "Medical Director"). The Medical Director shall enter into a Collaborative Practice Agreement(s) and Supervision Agreement with the nurse practitioner(s) and physician assistant, respectively, in accordance and compliance with Mo. Rev. Stat. § 334.104.1 and 20 CSR 2200-4.200 and Mo. Rev. Stat. § 334.735.1 and 20 CSR 2150-7.135, as applicable. The Medical Director will be responsible for chart review and sign-off and will help facilitate and resolve any medical or provider-related issues between the University and Mercy.
- 2.8.** Provision of Licensed Medical Personnel. Mercy shall provide additional medical personnel listed on Exhibit C. In addition, Mercy will provide non-medical staff, as necessary, at a minimal in-kind rate to ensure the overall operation of the Clinic. Mercy shall be solely responsible for compensating any employees or contractors, including those personnel identified in Exhibit C (collectively, "Mercy Personnel"), that Mercy provides for the operation of the Clinic, as well as any applicable tax withholdings, benefits, and worker's compensation, and unemployment insurance for such Mercy Personnel. Mercy Personnel shall not be considered employees of the University and shall not be entitled to any compensation or benefits normally afforded to employees of the University.
- 2.9.** Provision of Laboratory and Radiology Support. Mercy agrees to provide support services that offer laboratory sampling, laboratory tests, laboratory reports and further laboratory specialty services as needed to ensure all laboratory-related needs for Clinic Patients are managed in a timely and competent manner with appropriate communication from Mercy to the Clinic providers and, if requested, the Clinic's patients. In addition, Mercy agrees to provide support services that offer radiology readings to ensure all images are reviewed in a timely and competent manner, with documented notes in the electronic medical records of Clinic Patients and appropriate care plans in place. Services under this section will be provided when medically necessary only.



**2.10. Medications and Related Medication Services.** Mercy will use good faith efforts to arrange for the provision of basic pharmacy services to Clinic Patients through Mercy's affiliates. However, except for those medications listed on Exhibit C, the Clinic staff will not dispense any medications to Clinic Patients.

**3. Joint Responsibilities:**

**3.1. Academic Affiliation.** The parties acknowledge and agree that University shall be primarily responsible for all academic matters (including academic oversight) related to the clinical experiences of its students at Clinic. Notwithstanding the foregoing, with respect to the students who will engage in clinical experiences at the Clinic and any faculty who may provide services and/or oversight of such students, the parties agree to abide by the terms of Exhibit D. To the extent there is any conflict between this Agreement and Exhibit D, Exhibit D shall control only with respect to the academic affiliation terms and the terms by which Mercy will provide clinical experiences to students of the University. Otherwise, terms of this Agreement shall control.

**3.2. Confidentiality**

**3.2.1 Mercy Information.** University recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, University may have access to certain information of Mercy that is confidential and constitutes valuable, special and unique property of Mercy. University agrees that neither it nor any director, officer, agent, or employee will at any time (either during or subsequent to the term of this Agreement) disclose to others, use, copy or permit to be copied, without Mercy's express prior written consent, except in connection with the performance of University's duties hereunder, any confidential or proprietary information of Mercy, including, without limitation, information which concerns Mercy's policies, employees, staff, contracts, patients, costs, protocols, or treatment methods developed by Mercy, and which is not otherwise available to the public.

**3.2.2. Compliance with Patient Privacy Laws.** The parties agree to comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology Economic and Clinical Health Act of 2009 ("HITECH"), and associated implementing regulations of HIPAA and HITECH (HIPAA, HITECH, and all associated regulations are together referred to as the "Regulations"). The parties shall not use or further disclose any protected health information, as defined in 45 CFR 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, "PHI"), other than as permitted by this Agreement or applicable law including the requirements of the Regulations. The parties will implement appropriate safeguards to prevent the use or disclosure of PHI other than as permitted by law or contemplated by this Agreement. University will promptly

report to Mercy any use or disclosures of PHI in violation of the Regulations, of which University becomes aware. The parties, if applicable, will make their respective internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services to the extent required for determining compliance with the Regulations. No attorney-client, accountant-client, or other legal or equitable privilege shall be deemed to have been waived by either party by virtue of this Section. University and each student is a participant in Mercy's organized health care arrangement ("OHCA"), and further agree to act in accordance with such OHCA designation.

- 3.3.** Internal Review Board (IRB) approval for Faculty and Student Research Projects. All faculty and students developing research projects shall work under the direction of the University faculty to receive approval. Such research projects shall be subject to University's Op4.01-6 Research Involving Human Subjects (IRB) Policy and Standard Operating Procedures for the Institutional Review Board (IRB) Pertaining to Review of Research Involving Human Subjects. For research projects including de-identified patient information or data collection, both the University and Mercy's Internal Review Boards (IRBs) will be required to review and approve the research project.
- 3.4.** Clinic Governance. The Clinic shall be overseen by a twelve-person committee. Four committee members will come from each of University and Mercy. The other four will be community members agreed on by the University and Mercy representatives (the "Oversight Committee"). Notwithstanding the foregoing, Mercy shall have veto authority over clinical matters and the University shall have veto authority over academic matters. The Oversight Committee shall meet no less frequently than quarterly. The Oversight Committee will be charged with authorizing and approving all activities related to the Clinic (including approval of all Clinic Policies) and will convene subcommittees as needed to oversee functions related to the Clinic. The Oversight Committee will establish its own rules of procedure and is not bound by any other procedural rules.
- 3.5.** Leaders. The Oversight Committee shall designate two representatives from the Committee – one representative of the University and one of Mercy ("Leaders") – to act and make decisions on behalf of the Oversight Committee for urgent, time-sensitive, or other issues relating to the operation of the Clinic, which may arise and require resolution before the next scheduled meeting of the Oversight Committee. The Leaders will communicate any actions taken, decisions made, or agreement reached by the Leaders (collectively, "Actions") to the Oversight Committee as soon as practicable. At its next regularly scheduled meeting following any such Action(s) by the Leaders, the Oversight Committee will consider the Action(s) and shall ratify or modify the Action.
- 3.6.** Insurance.

  - 3.6.1** The University. As a Missouri public institution of higher education, the

University does not maintain general liability insurance; rather the University and its employees are subject to the State Legal Expense Fund as provided under Mo. Rev. Stat. § 105.711.

3.6.2 Mercy. Mercy shall, at its sole expense, obtain and maintain through a policy of commercial insurance or self-funded trust, general liability insurance with limits of at least \$1,000,000 per claim or occurrence and \$3,000,000 per year in the aggregate, and professional liability insurance with limits of at least \$3,000,000 per claim or occurrence and \$5,000,000 per year in the aggregate.

3.6.3 Stipulations as to Liability. Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of all claims, liabilities, and expenses that result or arise out of any action of that party, its employees, agents, or subcontractors. If a claim is made against both parties, the parties will cooperate in the defense of said claim and cause their insurers to do likewise. Both parties shall, however, retain the right to take all actions they believe necessary to protect their own interests.

4. Term and Termination:

4.1. Term. The term of this Agreement is five years, to commence on October 1, 2015 (“Effective Date”).

4.2. Termination Without Cause. Either party may terminate this Agreement upon 12 months’ prior written notice to the other party. The parties agree to conduct an annual evaluation to determine if either party intends to terminate this Agreement.

4.3. Termination for Breach/Cause. This Agreement shall terminate immediately upon the occurrence of any of the following: (i) the other Party breaches this Agreement and such breach is not cured within thirty (30) days after receipt by the breaching Party of written notice of such breach; (ii) either Party loses its license, accreditation or is convicted of a criminal offense related to health care; (iii) either Party is no longer able to provide the service for which this Agreement was sought; or (iv) if either party fails to maintain insurance coverage as required by this Agreement.

4.4. Effect of Termination. If this Agreement is terminated, students who are participating in clinical learning experiences at the time of termination shall be allowed to complete such assignment. Upon termination of this Agreement, Mercy shall remove all Mercy Property from the Premises, and the University, if applicable, shall return to Mercy all patient records and documents in the possession of the University or its faculty or students.

5. Additional Terms:

5.1. Ethical and Religious Directives. Mercy is operated in accordance with the *Ethical*

*and Religious Directives for Catholic Healthcare Services* as promulgated, from time to time, by the United States Conference of Catholic Bishops, Washington, D.C., of the Roman Catholic Church (“ERDs”), and that the principles and beliefs of the Roman Catholic Church are a matter of conscience to Mercy. The parties intend that this Agreement will not be construed to require Mercy to violate said Ethical and Religious Directives in its operation. This Agreement must be interpreted in a manner that is consistent with the ERDs. The University shall inform Students to act in accordance with the ERDs when engaged in clinical educational experiences at the Clinic.

- 5.2.** Compliance with Laws. The parties believe and intend that this Agreement complies with all relevant federal and state laws as well as relevant regulations and accreditation standards, including but not limited to the Federal Health Care Program (as defined under 42 U.S.C. § 1320a-7b(f), fraud and abuse laws (including the Anti-Kickback Statute and the Stark Law), and all of the rules and regulations promulgated pursuant thereto, and all of the cases or opinions interpreting such statutes and laws (collectively, “Laws”).
- 5.3.** System Responsibility Program. Mercy has in place a System Responsibility Program (the “Responsibility Program”) which has as its goal, to ensure that Mercy complies with Laws. The Responsibility Program focuses on risk management, the prevention of misconduct and the promotion of good corporate citizenship, including the commitment to uphold a high standard of ethical and legal business practices. The University acknowledges Mercy’s commitment to the Responsibility Program and agrees to conduct all activities which occur pursuant to this Agreement in accordance with the underlying philosophy of the Responsibility Program.
- 5.4.** Independent parties. The parties to this Agreement are independent entities, contracting with each other solely for the purpose of carrying out the terms and conditions of this Agreement. Neither party is liable for the actions of the other party, nor does either party have the authority to act for the other. This Agreement is not intended to create a partnership.
- 5.5.** Non-Discrimination. The parties shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, and all applicable rules and regulations of the State. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, ancestry, veteran’s status, sexual orientation, gender identity, or disability in the employment, training, or promotion of students or personnel engaged in the performance of this Agreement.
- 5.6.** Amendments. This Agreement may be amended only by an instrument in writing signed by the parties.
- 5.7.** Assignment. Neither party may assign its rights or delegate or subcontract its duties

under this Agreement without the written consent of the other party (not to be unreasonably withheld).

- 5.8. Counterparts; Facsimile and PDF Signatures. This Agreement may be executed in multiple originals, each of which shall be considered an original for all purposes and, collectively, shall be considered to constitute this Agreement. Signatures transmitted by facsimile or in Portable Document Format (PDF) may be considered an original for all purposes.
- 5.9. Entire Agreement. This Agreement supersedes all previous contracts or agreements between the parties for the same services, and constitutes the entire agreement between the parties.
- 5.10. Governing Law. This Agreement shall be construed and governed by the laws of the State of Missouri. Unless otherwise required by law, the parties shall submit to the jurisdiction of Greene County, Missouri.
- 5.11. Headings. The headings and subheadings in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.
- 5.12. Survival. Any provision which expressly or by its context requires, after termination of this Agreement, action or places obligations on the parties to this Agreement, shall so survive the termination of this Agreement.
- 5.13. Third party Rights. Except as otherwise expressly stated herein, the parties do not intend to create any enforceable rights in any third party under this Agreement and there are no third party beneficiaries to this Agreement.
- 5.14. Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as nor be construed to be a waiver of any subsequent breach hereof.

[Signature page follows]

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date written above.

Mercy FC, LLC

Board of Governors of Missouri State  
University

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Clifton M. Smart, III  
President

## EXHIBIT A

### LICENSE AGREEMENT

This License Agreement (“License Agreement”) is made as of the 1st day of October, 2015 (“Effective Date”) by and between the Board of Governors of Missouri State University (“Licensor”) and Mercy FC, LLC, a Missouri limited liability company (“Licensee”).

#### RECITALS:

A. Licensor and Licensee have entered into that certain Clinical Affiliation Agreement, effective as of October 1, 2015 in respect of establishment of a clinic (the “Clinic”) to provide clinical education experiences to students of Licensor and to provide health care services to the uninsured, vulnerable population of southwest Missouri (the “Community”).

B. The Clinical Affiliation Agreement provides that Licensor shall provide the space necessary for the operation of the Clinic.

C. To further carry out the purposes of the Clinical Affiliation Agreement, Licensor desires to license to Licensee a portion of the building commonly known as the O’Reilly Clinical Health Sciences Center and located at 640 E. Cherry, Springfield, Missouri (“Building”), and Licensee desires to license such space from Licensor.

**NOW, THEREFORE**, in consideration of the foregoing Recitals and the covenants and promises contained in this License Agreement, Licensor and Licensee agree as follows:

#### Section 1 - Premises

1.1 License of Premises. Licensor licenses to Licensee on a full-time basis the rooms and/or suite identified on Schedule A-1 (“Premises”) in the Building. The parties acknowledge and agree that Licensor will retain the right to use and access the Premises for educational purposes. Licensee acknowledges and accepts that Licensor may enter into other agreements for use of other portions of the Building. Licensee shall cooperate with other users of the Building regarding use of the Building.

1.2 Common Areas. Licensee and its agents and invitees shall have the non-exclusive use of certain common areas of the Building (“Common Areas”) as necessary for access to and from the Premises and as designated from time to time by Licensor. Licensee shall also have the non-exclusive right to use certain non-clinical shared areas in Building as determined by Licensor from time to time if and to the extent that such Shared Areas are noted or identified on Schedule A-1 (“Shared Areas”). The Shared Areas shall be shared by certain other occupants of the Building. Licensee and its agents and invitees shall observe and comply with all rules and regulations promulgated by Licensor pertaining to the Common Areas and Shared Areas. Licensee and Licensor agree that Licensee shall not bear any responsibility or liability for the acts or omissions of invitees with respect to Common Areas, Shared Areas, or third parties.

- 1.3 Utilities. Licensor shall pay all charges for normal heat, water, gas, electricity, and other utilities used or consumed at the Premises.
- 1.4 Telephone, Internet Service. Licensor shall arrange for telephone and internet service to be provided to the Premises. Additionally, Licensor shall provide one (1) strand of fiber for connectivity of Licensee's EPIC electronic health record.
- 1.5 Furnishings, Fixtures, Supplies, and Equipment. The furnishings, fixtures, supplies, and, if any, equipment (collectively, "FFE") that will be provided by Licensor in the Premises are described in Schedule A-2. Licensee may provide and maintain in the Premises equipment to be used in its clinical operations as set forth in the Clinical Affiliation Agreement. Licensee agrees that it shall not install any temporary or permanent fixtures on, or otherwise modify or improve, the Premises without the express written consent of Licensor.
- 1.6 Administrative and Clinical Personnel. Licensor shall provide administrative and office personnel to Licensee consistent with the terms of the Clinical Affiliation Agreement between Licensor and Licensee.

## Section 2 – Consideration

In exchange for Licensee's exclusive use of the Premises, Licensor shall have and retain the sole and exclusive right to provide students at the Premises for clinical education experiences, as further described and contemplated in the Clinical Affiliation Agreement and Exhibit D thereof. Non-University students shall not be permitted to participate in clinical education experiences at the Premises absent the prior written consent of University's Designee, as that term is defined by Section 2.1 of the Academic Affiliation Agreement between the parties which is effective October 1, 2015.

## Section 3 - Condition and Repair of Premises

- 3.1 Inspection. Licensee has inspected the Premises and the FFE and acknowledges that same are in good order and satisfactory condition as of the Effective Date. Licensor warrants and represents that: (i) it is the sole, true, and lawful owner of the Building and the Premises; (ii) it has the full right, power, and authority to enter into this License Agreement and to grant the rights afforded to Licensee herein; (iii) the Building and the Premises are in good condition and repair and are suitable for Licensee's intended use; and (iv) so long as Licensee is not in default of its obligations hereunder (taking into account applicable notice and cure periods, if any), Licensee shall have quiet and peaceful enjoyment of the Premises.
- 3.2 Repairs. Licensor shall not be required to make any alterations or improvements to the Premises or FFE, except to the extent necessary to provide the clinical services and education experiences contemplated in the Clinical Affiliation Agreement and Exhibit D thereof. Licensor shall keep and maintain the Premises and FFE clean and free of debris.



Licensee shall notify Licensor in writing including by electronic methods of communication of the need for any repairs, maintenance, inspection or calibration. Licensor shall be solely responsible for the maintenance and repair of the Premises and FFE, as necessary for the proper operation of the Clinic by Licensee.

- 3.3 Janitorial Service. Licensor shall provide janitorial service in and about the Premises during or after normal business hours on a schedule determined by Licensor and shall provide bio-medical waste service.

#### Section 4 – Use of Premises and Equipment

- 4.1 Use of Premises. Licensee shall use the Premises and FFE only for the purpose of operating the Clinic and shall not use or permit the use of the Premises or FFE for any other purpose. Licensee shall comply with all laws, rules, regulations and ordinances with respect to its use of and operations in the Premises and Building.
- 4.2 FFE Ownership and License. Licensee shall not remove the FFE from the Premises, attempt or propose to sell, pledge, mortgage or otherwise encumber any of the FFE, or allow any person other than Licensee, or Licensee’s agents to use the FFE.
- 4.3 Hazardous Materials. Except as provided in this License Agreement, no Hazardous Material shall be brought, kept or used in or about the Premises by Licensee, Licensee’s agents, employees, contractors or invitees. The term “Hazardous Material” includes, without limitation, any material or substance which is defined as (i) a “hazardous waste” under 42 U.S.C. § 6901 et seq., or (ii) a “hazardous substance” under 42 U.S.C. § 9601 et seq., or any other waste, substance or material which is deemed to be hazardous or toxic or is otherwise regulated as a potential threat to persons or the environment. Without limiting the foregoing, Hazardous Materials shall also include, specifically, infectious materials, blood samples, tissue samples, chemicals, syringes, and unused medicines. Licensee covenants that it will only use, keep, store and dispose of such hazardous medical substances as are necessary to Licensee’s medical practice and will do so in full compliance with all laws, regulations and rules governing Hazardous Materials.
- 4.4 Notification of Casualty or Accident. Licensee shall give prompt notice to Licensor in case of fire or other casualty or accidents at the Premises or of any defects in the Premises or in any of its fixtures, machinery or Equipment.

#### Section 5 – Insurance

Licensor and Licensee shall maintain insurance coverage, or the statutory equivalent thereof, as set forth in the Clinical Affiliation Agreement between the parties.

## Section 6 – Term and Termination

- 6.1 Term. The term of this License Agreement shall be coterminous with the term of the Clinical Affiliation Agreement between the parties.
- 6.2 Termination Due to Change in Law. If any law or regulation enacted, promulgated or amended after the date of this License Agreement, or any interpretation of law or regulation by a court or regulatory authority of competent jurisdiction after the date of this License Agreement (collectively “Change in Law”) materially affects or materially impacts upon the reasonable expectations of a party under this License Agreement, renders any provision of this License Agreement illegal or unenforceable, or materially affects the ability of a party to perform its obligations under this License Agreement, then either party may request renegotiation of the applicable terms of this License Agreement by written notice to the other party. Both parties agree to negotiate in good faith an amendment that preserves the original reasonable expectation of the parties to the extent possible in a manner consistent with the Change in Law. If no such amendment can be agreed upon within 60 days of receipt of such notice, either party may terminate this License Agreement effective upon 60 days’ written notice.

## Section 7 – General Provisions

- 7.1 Miscellaneous Provisions. Licensor and Licensee are independent contractors and this License Agreement shall not constitute the formation of a partnership, joint venture, or an employment relationship. Licensor acknowledges that its responsibilities under this License Agreement amount to those of a licensor to Licensee and Licensor does not exercise any management or control over Licensee. This License Agreement is a license and not a lease and does not create or convey any real property interest and shall not run with the land or be binding on any purchaser of the Building unless such purchaser agrees to assume Licensor’s obligations and liabilities. This License Agreement shall be governed and interpreted by the laws of the State of Missouri without regard to its conflicts of laws provisions. This License Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior communications and negotiations. This License Agreement may only be amended by a writing signed by both parties. The failure of either party to object to or to take affirmative action with respect to any conduct of the other that is in violation of this License Agreement shall not be construed as a waiver of that violation or any prior or future violations.
- 7.2 No Referrals Required. Nothing contained in this License Agreement shall require either party or any of its employees or agents to make referrals of patients to the other party. The parties support a patient’s right to select the medical facility of his or her choice. This License Agreement is not intended to influence the judgment of any member, stockholder, beneficial owner or employee of either party in selecting the medical facility that is appropriate for the proper care and treatment of patients.
- 7.3 Assignment. Neither Licensor nor Licensee may assign its rights or delegate its duties under this License Agreement without written consent of the other party.

- 7.4 Counterparts, facsimile and PDF signatures. This License Agreement may be executed in multiple originals, each of which shall be considered an original for all purposes and, collectively, shall be considered to constitute this License Agreement. Signatures transmitted by facsimile or in Portable Document Format may be considered an original for all purposes.
- 7.5 Effect of Building Sale or Transfer. If the Building is to be sold or transferred, voluntarily or involuntarily, Licensor shall deliver written notice of the proposed sale or transfer to Licensee not less than 30 days before the closing or other effective date.

[Signature page follows]

**IN WITNESS WHEREOF**, the parties have executed this License Agreement as of the Effective Date.

Licensors:

Licensee:

Board of Governors of Missouri State  
University

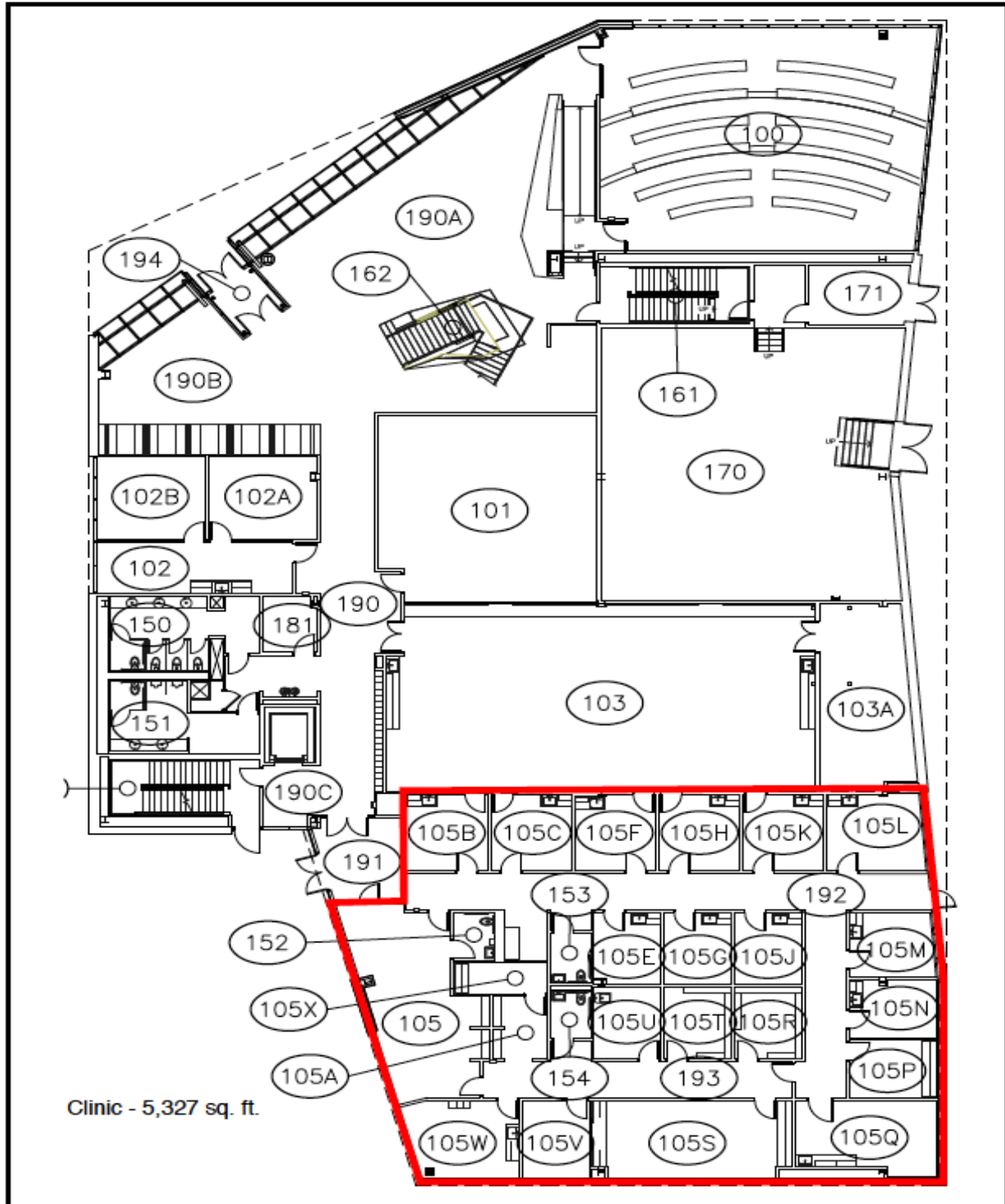
Mercy FC, LLC

\_\_\_\_\_  
Clifton M. Smart, III  
President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SCHEDULE A-1

PREMISES



Clinic - 5,327 sq. ft.

## SCHEDULE A-2

### FURNITURE, FIXTURES, SUPPLIES, AND EQUIPMENT PROVIDED BY MSU

1. **Waiting Room:** Chairs, tables, reception desks, printer/scanner/fax, computers, TV, ID card maker.
2. **Exam Rooms:** Sink/cabinet combination, chairs, revolving stool, exam table, diagnostic head walls, privacy curtains, computer arm, paper towels, gloves, and soap dispensers, waste disposal containers, clock, mirror.
3. **Security:** Panic buttons, card readers, security cameras, door alarms, door locks.
4. **Staff Room:** Table, chairs, refrigerator, microwave, sink and cabinets, storage.
5. **Clinic Manager Office:** Desk, chairs, telephone, computer, whiteboard.
6. **Procedure Room:** Transport stretcher, moveable ceiling light, revolving stool, x-ray view box, autoclave, cabinets and sink.
7. **Lab:** Bariatric Lab chair, equipment table.
8. **Hall:** nursing stools, AED, computers, white boards.
9. **Pharmacy:** Refrigerator with backup, shelves, high stool.
10. **Consultation Rooms:** Tables, multiple chairs, computers, white boards.
11. **Nursing/Provider Charting Room:** Computers, tables, chairs, phones.
12. **Dirty Utility:** Linen, waste, and disposal containers.
13. **Clean Utility:** Storage and shelving.
14. **Technology:** Internet, wireless, computers in all exam and staff rooms (2 in reception area, 4 in nursing/provider area, 2 in hall), fiber access to EPIC.

**EXHIBIT B**  
**SAFETY AND SECURITY**

Security Personnel

University will provide security for the Clinic via its employed Safety Officers at levels that are at least commensurate with those provided for other facilities/buildings on University's Springfield campus.

Panic Buttons

University will install two (2) panic buttons in the Clinic, which panic buttons will be linked to and monitored by University's Safety and Transportation Dispatch Office.

Monitored Video Cameras

University will install video cameras in the waiting area and nurse's station within the Clinic, and University's Safety and Transportation Dispatch Office will monitor such video footage in real time.

**EXHIBIT C**  
**MERCY EQUIPMENT, PERSONNEL, AND SUPPLIES**

Equipment

Portable x-ray machine  
Point of care laboratory tools  
Epic-related software and hardware installation tools  
CPU units  
Multifunction printers

Staff

Medical Director/Collaborating Physician Supervisor  
1.0 FTE Physician Assistant  
1.0 FTE Medical Assistant  
1.0 FTE Clinic Manager  
1.0 FTE Case Manager  
2.0 FTEs Patient Service Representatives  
1.0 FTE Imaging/Laboratory/Pharmacy Technician

Medication Cart Supplies\*

Tylenol 325 mg tablet  
Ibuprofen 200 mg tablet  
Aspirin 81 mg tablet (chewable)  
Benadryl 25 mg tablet  
Epi-Pen 0.3 mg/0.3 ml auto injector  
Zofran 4 mg ODT  
1% Lidocaine HCL 10 mg/ml injection  
1% Lidocaine with Epinephrine (1:100,000) injection 10 mg/ml  
Prednisone 10 mg tablet  
Nitroglycerine 0.4 mg sublingual tablets  
Depo/Medrol 80 mg/ml  
Decadron 10 mg/ml  
Docusate sodium 50 mg/5 ml  
Proparacaine/hdcl oph sol 0.5%  
Fluorescein Sodium Strips  
Methylprednisolone sodium 125 mg/5ml  
Albuterol Inhaler 90 mcg/inhalation  
Spacer

Immunization Supplies

Influenza (seasonal)  
Adacel



### Stock Room Supplies

Wall	Gloves	S/M/L 1 box each in holder
Wall	otoscope speculum	size 2.7 & size 4.1 - 2 rows each in dispenser
Wall	thermometer probe covers	3 boxes - 2 in holder 1 in thermometer
Cabinet	emesis cups	x4
Cabinet	lysol spray	x1 can
Shelf	masks	1 box
Shelf	tissues	1 box
Counter top	Sani cloth wipes	1 container
Drawer	cotton balls	
Drawer	tape	1" and 2" silk and paper
Drawer	bandaids	lg and small
Drawer	4x4 gauze	x10
Drawer	abx ointment	
Drawer	alcohol swabs	
Drawer	cotton swabs	double wooden stick type
Drawer	rayon swabs	for strep tests single stick type
Drawer	tongue depressors	
Drawer	ear currettes	adult (white) and peds (blue)
Drawer	flashlight	
Exam Table	towels	
Exam Table	wash cloths	
Exam Table	chux	
Exam Table	gowns	

**EXHIBIT D**  
**ACADEMIC AFFILIATION AGREEMENT**

This **ACADEMIC AFFILIATION AGREEMENT** ("Affiliation Agreement") is made and entered into this \_\_\_\_\_ day of July, 2015 ("Execution Date"), by and between Board of Governors of Missouri State University ("University") and Mercy FC, LLC ("Mercy").

**RECITALS**

**WHEREAS**, Mercy is a licensed health care facility which provides various health care services to its patients; and

**WHEREAS**, University, a Missouri public institution of higher education, in its educational programs has the responsibility for the training of students ("Student") who are enrolled in educational programs at University listed in Schedule D-1 ("Educational Programs") and who require interprofessional clinical experiences ("Clinical Experience") in order to complete their professional development; and

**WHEREAS**, the parties enter into this Affiliation Agreement for the purpose of affording Students the opportunity to participate in Clinical Experiences at a primary care clinic referred to as "*MSU Care Operated by Mercy*" (the "Clinic"), which clinic is operated via the collaborative efforts of Mercy, University, and University's faculty ("Faculty").

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, University and Mercy hereby agree as follows:

**1. TERM.** The term of this Affiliation Agreement shall commence on October 1, 2015 and shall continue for an initial term of five (5) years. Thereafter, this Affiliation Agreement may be renewed upon the mutual agreement of the parties.

**2. UNIVERSITY DUTIES**

**2.1. ADMINISTRATION OF EDUCATIONAL PROGRAM.** University shall have full responsibility for planning and determining the adequacy of the educational experience of Students assigned to the Clinic in theoretical background, skills, professional ethics, and professional behavior. Moreover, University shall satisfy all applicable accreditation guidelines for the Educational Program and will permit only those Students who have satisfactorily completed all applicable prerequisites of University's Educational Program and have the knowledge, experience, and skill to participate in the Clinical Experience. University shall further require Faculty serving on-site at the Clinic to provide the appropriate level of supervision to Students to ensure that Students perform clinical services, as applicable, in compliance with all applicable standards of practice, federal and state laws and regulations and the Clinic's policies, procedures, rules, regulations, and processes. University shall also require a member of its faculty or management staff to coordinate the Clinical Experience with a designated member of Mercy's staff ("Designee"). The assignments to be undertaken by the Students participating in the Clinic will

be mutually arranged and a regular exchange of information will be maintained by on-site visits when practical, and by electronic mail, letter or telephone in other instances. University shall notify the Clinic Manager in writing of any change or proposed change of the person(s) responsible for coordinating clinical placements with Mercy.

**2.2. POLICIES AND PROCEDURES.** While participating in the Clinical Experience at the Clinic, Students shall adhere to all policies and procedures of the Clinic, including those policies and procedures regarding attire and identification requirements.

**2.3. STUDENT INFORMATION; VACCINATIONS; CRIMINAL BACKGROUND CHECKS; DRUG SCREENS.** Where applicable, University shall provide evidence that a Student has met all vaccination and certifications requirements, as required by law and the Clinic's policy, which may include, without limitation, CPR certification, Hepatitis B vaccination, and OSHA compliance for prevention of transmission of blood borne pathogens and tuberculosis. Students providing direct medical and/or health care services to the Clinic's patients shall undergo a criminal background check and drug screen as required by and acceptable to all parties prior to participation in the clinical rotation. It is the University's responsibility to ensure that the background check and drug screening have been completed and that Students with unacceptable results will not participate in Clinical Experiences at sites where Students with such results are forbidden by policy, including the Clinic.

**2.4. STUDENT PROFESSIONAL LIABILITY INSURANCE.** University shall require Students to obtain and maintain at all times during the term of this Affiliation Agreement, at their sole expense, general and professional liability insurance coverage in amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate with an insurance carrier approved by Mercy covering Students. In the event that any of the insurance policies are written on a claims-made basis, insurance requirements shall survive the termination of this Affiliation Agreement and extended reporting coverage shall be afforded for at least two (2) years after the effective date of termination of this Affiliation Agreement. Such insurance shall be non-cancelable and not subject to material change without a prior thirty (30) day written notice to Mercy. Mercy shall have a right to immediately terminate a Student's participation in clinical rotation under this Affiliation Agreement in the event of changes in the insurance maintained by Student that are unacceptable to Mercy. University shall require Students to provide Mercy with certificates of insurance, upon request. As a Missouri public institution of higher education, University does not maintain general or professional liability insurance, nor can it agree to indemnify and hold harmless any individual entity. Instead, University relies on the State Legal Expense Fund as set forth in Mo. Rev. Stat. § 105.711 and as administered by the Missouri Attorney General.

**2.5. STUDENT HEALTH INSURANCE.** University shall encourage its Students to obtain and maintain health insurance. In the event that a Student fails to obtain or maintain health insurance, under no circumstances shall Mercy be responsible to cover any individual medical expenses arising out of the Student's participation in the Educational Program or the Clinical Experience.

## 2.6. CONFIDENTIALITY.

(a) Mercy Information. University recognizes and acknowledges that, by virtue of entering into this Affiliation Agreement and fulfilling the terms of this Affiliation Agreement, University and Students may have access to certain information of Mercy that is confidential and constitutes valuable, special and unique property of Mercy. University agrees that neither it nor any Students will at any time (either during or subsequent to the term of this Affiliation Agreement) disclose to others, use, copy or permit to be copied, without Mercy's express prior written consent, except in connection with the performance of University's and Students' duties hereunder, any confidential or proprietary information of Mercy, including, without limitation, information which concerns Mercy's policies, employees, staff, contracts, patients, costs, protocols, or treatment methods developed by Mercy, and which is not otherwise available to the public.

(b) Confidentiality; Patient Information; HIPAA Compliance. Both parties agree to comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology Economic and Clinical Health Act of 2009 ("HITECH"), and associated implementing regulations of HIPAA and HITECH (HIPAA, HITECH, and all associated regulations are together referred to as the "Regulations"). Both parties shall not use or further disclose any protected health information, as defined in 45 CFR 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, the "PHI"), other than as permitted by this Affiliation Agreement or applicable law including the requirements of the Regulations. Both parties will implement appropriate safeguards to prevent the use or disclosure of PHI other than as permitted by law or contemplated by this Affiliation Agreement. Each party will promptly report to the other any use or disclosures, of which either party becomes aware, of PHI in violation of the Regulations. Both Parties will make their respective internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services to the extent required for determining compliance with the Regulations. No attorney-client, accountant-client, or other legal or equitable privilege shall be deemed to have been waived by either party by virtue of this Section.

## 3. MERCY DUTIES

**3.1. AUTHORITY.** Clinical and/or administrative oversight of the Clinic shall be consistent with that certain Clinical Affiliation Agreement entered into by the parties, effective as of October 1, 2015 (the "Clinical Affiliation Agreement").

**3.2. PATIENT CARE.** If applicable to the Clinical Experience, Mercy shall provide Students with the opportunity to participate in providing patient care services, provided that Students shall not be solely or independently responsible for the care delivered to any patient. Mercy shall permit Students to work, perform assignments, and participate in the delivery of clinical services, patient evaluations, patient assessment rounds, staff meetings, and in-service programs at the discretion of Mercy's designated staff. Students participating in the Clinical Experience are trainees and shall not replace or substitute for Mercy staff. Rather, the Clinic's licensed, certified or registered health care professional staff and employees retain ultimate responsibility for all patient care.

**3.3. THE CLINIC FACILITY.** Mercy shall make available to assigned Students appropriate facilities, access to systems, equipment, and supplies at the Clinic in order to provide supervised experience that is appropriate to the objectives of the Educational Program. Such facilities shall include an environment conducive to the learning process, which conforms to Mercy's customary procedures.

**3.4. RULES AND REGULATIONS.** Mercy shall provide University with its written policies and procedures relevant to Faculty and Students participating in Mercy administrative functions, patient care, and other clinical functions. Mercy shall retain primary responsibility for implementation and enforcement of its policies and procedures. Students are to remain subject to the authority, policies, and regulations imposed by the University and, during periods of the Clinical Experience, Students will be subject to all rules and regulations of Mercy which are imposed by Mercy on its employees and agents with regard to following the administrative policies, standards, and practices of Mercy.

**3.5. EMERGENCY TREATMENT OF STUDENTS.** In the event any Student experiences a medical emergency while participating in the Clinical Experience at Mercy, Mercy agrees to stabilize any such Student to the extent possible and to contact emergency responders to arrange for the transport of such Student to the nearest emergency room for emergency care. Mercy shall not be responsible for any costs involved with any emergency medical care, follow-up care, or hospitalization in connection with such events.

**3.6. LIABILITY INSURANCE.** Mercy shall secure and maintain comprehensive general and professional liability insurance or self-insurance covering itself and its employees providing minimum limits of liability of \$1,000,000 per occurrence with an annual aggregate of no less than \$3,000,000.

#### **4. OBLIGATIONS OF BOTH MERCY AND UNIVERSITY**

**4.1. COOPERATION.** University and Mercy shall arrange, provide, and/or cooperate as necessary in the orientation of the Faculty and Students concerning the Clinic's policies, procedures, rules and regulations, emergency preparedness, medical record systems, and other operational matters as necessary to assure an appropriate orientation.

**4.2. DETERMINATION OF NUMBER OF PARTICIPATING STUDENTS.** The number of Students eligible to participate in the clinical placement will be determined and may be changed by mutual agreement of all parties. Notwithstanding the foregoing, Mercy and University agree and understand that the availability of clinical placements at the Clinic during the term of this Affiliation Agreement may periodically be affected by a variety of factors. In such event, the parties may jointly decide to reduce the number of Students eligible to participate in the clinical education experience, provided that no such reductions shall occur without first providing University with adequate time to reassign Students to another clinical site. Students from educational institutions other than University will only be allowed to participate in the Clinic when granted permission from University's Designee.

**4.3. EVALUATION OF STUDENTS' CLINICAL EXPERIENCES.** Evaluation of the clinical learning experiences of the Students will be accomplished jointly by University and Mercy. Appropriate Faculty and Mercy staff will communicate on a regular basis for the purpose of reviewing and evaluating current clinical experiences offered to Students.

**4.4. STUDENT EDUCATION AND HEALTH RECORDS.** University and Mercy agree to protect the privacy of student educational records and to refrain from use or disclosure of a Student's educational records without the Student's written consent or as otherwise allowed without consent under the Federal Family Educational Rights and Privacy Act and the regulations promulgated thereunder ("FERPA") as applicable to the records in question. University agrees to have each Student sign an appropriate consent form when necessary to comply with FERPA and/or other laws for the exchange/disclosure of educational records and student health records between the parties.

**4.5. ENDORSEMENTS.** Neither party shall use the name of the other in any promotional or advertising material unless review and written approval of the intended use shall first be obtained from the party whose name is to be used. Notwithstanding the foregoing, nothing in this Affiliation Agreement will be construed to prohibit the parties from advertising or promoting the Clinic and the collaboration of the parties pertaining to same, in accordance with the Clinical Affiliation Agreement.

**4.6. REPORT CLAIMS.** Each party shall provide the other party with immediate written notice of any claims, complaints, and inquiries arising under this Affiliation Agreement. Each party shall further cooperate with the other party and its attorneys in the investigation and defense of such claims, complaints, and inquiries.

**4.7. COMPLIANCE WITH EXTERNAL REQUESTS.** Each party agrees to provide reasonable assistance to the other party and access by the other party to each party's information and personnel as necessary in connection with regulatory or accreditation reviews and any duly authorized state or federal government requests as necessary to verify the nature and extent of the affiliation of the parties under this Affiliation Agreement. University agrees for a minimum period of six (6) years after the last Clinical Experience contemplated herein has been completed, to retain this Affiliation Agreement (including all amendments hereto) and any of University's books, documents and records, which may serve to verify the Clinical Experience covered by this Affiliation Agreement.

## **5. TERMINATION OF AFFILIATION AGREEMENT; REMOVAL OF STUDENTS.**

**5.1. TERMINATION WITHOUT CAUSE.** Either party may terminate this Affiliation Agreement at any time without cause by providing the other party at least twelve (12) months' prior written notice. In the event that this Affiliation Agreement is terminated, Students who are participating in the Clinical Experience at the time of termination shall be allowed to complete such assignment under the terms and conditions herein set forth.

**5.2. REMOVAL OF STUDENTS.** Students may be removed from the Educational Program as follows:

- (A) University shall, in its discretion, have the right to remove a Student from a clinical education experience at the Clinic at any time, provided that University shall notify Mercy of any such removal in writing.
- (B) Mercy may immediately remove any Student participating in a clinical education experience at the Clinic due to behavior that Mercy deems to be an immediate threat to the health or welfare of its patients, staff members, visitors, or operations. In such event, Mercy shall notify University in writing of its actions and the reasons for its actions as soon as practicable. If Mercy desires to remove a Student for any other reason, it shall immediately notify University's Designee of the reasons for the removal and shall consult with the University before removing the Student. Such notification will be confirmed in writing if requested by University's Designee.

## **6. GENERAL PROVISIONS**

**6.1. GOVERNING LAW.** This Affiliation Agreement shall be governed and interpreted according to the laws of the State of Missouri.

**6.2. ASSIGNMENT.** This Affiliation Agreement shall be binding upon University and Mercy and their respective successors, assigns and legal representatives of the parties hereto. Neither this Affiliation Agreement, nor any rights hereunder, may be assigned without the written consent of the non-assigning party, which consent shall not be unreasonably withheld, except that Mercy may assign its interest or delegate the performance of its obligations to an Affiliate without the consent of University. "Affiliate" is defined as any entity related to Mercy through common ownership or control.

**6.3. WAIVER OF BREACH/UNENFORCEABILITY.** The waiver by either University or Mercy of a breach or violation of any provision of this Affiliation Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof. The invalidity or unenforceability of any terms or provisions of this Affiliation Agreement will in no way affect the validity or enforceability of any other term or provision hereof.

**6.4. NON-DISCRIMINATION.** The parties hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, as well as any and all applicable rules and regulations of the State. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, ancestry, veteran's status, sexual orientation, gender identity, or disability in the employment, training, or promotion of students or personnel engaged in the performance of this Agreement.

**6.5. FORCE MAJEURE.** Each party shall be fully excused from performance of any obligations arising pursuant to this Affiliation Agreement during any period in which such party is prevented from performing such services as a result of an Act of God, war, civil

disturbance, court order, or labor dispute upon notification to the other party of such cause and such non-performance shall not be a breach of this Affiliation Agreement for purposes of termination.

**6.6. THIRD-PARTY RIGHTS.** It is not the intention of either party to this Affiliation Agreement to create any rights or remedies in any third party under this Affiliation Agreement or any person receiving services from either party pursuant to this Affiliation Agreement, and no third party shall have the right to enforce the terms of this Agreement.

**6.7. ETHICAL AND RELIGIOUS DIRECTIVES.** Each party hereby acknowledges that Mercy is bound by the *Ethical and Religious Directives for Catholic Healthcare Services* as promulgated, from time to time, by the United States Conference of Catholic Bishops, Washington, D.C., of the Roman Catholic Church, and that the principles and beliefs of the Roman Catholic Church (“**ERDs**”) which precludes Mercy from performing health care services that in any way contravene the ERDs.

**6.8. SURVIVAL.** Any provision which expressly or by its context requires, after termination of this Affiliation Agreement, action or places obligations on the parties to this Affiliation Agreement, shall so survive the termination of this Affiliation Agreement.

**6.9. LEGAL JEOPARDY.** Notwithstanding anything to the contrary herein contained, in the event the performance by either party hereto of any term, covenant, condition or provision of this Affiliation Agreement jeopardizes: (i) the licensure of either party; (ii) its participation in or the payment or reimbursement from Medicare, state sponsored Medicaid program, Blue Cross or other reimbursement or payment programs; (iii) its full accreditation by The Joint Commission or any other state or nationally recognized accreditation organization; (iv) the tax-exempt status of a party; (v) any of its property or financing (or the interest income thereon, as applicable); (vi) will prevent or prohibit any physician, or any other health care professionals or their patients from utilizing a party or any of its services; (vii) for any other reason said performance should be in violation of any statute, ordinance, be otherwise deemed illegal, or be deemed unethical by any recognized body, agency, or association in the medical or hospital fields; then the party in jeopardy may at its option either: (i) terminate this Affiliation Agreement immediately; or (ii) initiate negotiations to resolve the matter through amendments to this Affiliation Agreement and if the parties are unable to resolve the matter within thirty (30) days thereafter, such party may, at its option, terminate this Affiliation Agreement immediately.

**6.10. COUNTERPARTS.** The parties agree that this Affiliation Agreement may be executed in multiple originals, each of which shall be considered an original for all purposes and, collectively, shall be considered to constitute this Agreement. The parties further agree that signatures transmitted by facsimile or in Portable Document Format (pdf) may be considered an original for all purposes, including, without limitation, the execution of this Affiliation Agreement and enforcement of this Agreement.

**6.11. HEADINGS.** The headings and subheadings in this Affiliation Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Affiliation Agreement.



**6.12. INDEPENDENT PARTIES.** University and Mercy are independent contractors and nothing in this Affiliation Agreement shall be construed or implied to create an agency, partnership, employment or other relationship. Students are not employees of Mercy and no Students participating in the Clinical Experience pursuant to this Agreement are entitled to any employment benefits, fringe benefits, Worker's Compensation, disability benefits or any other benefits offered to employees of Mercy except as may be expressly set forth herein. No party shall have the authority to agree to or incur expenses on behalf of the other party.

**6.13. ENTIRE AGREEMENT.** This Affiliation Agreement supersedes all previous contracts or agreements between the parties for the same services, and constitutes the entire agreement between the parties. Neither party shall be entitled to benefits other than those specifically enumerated herein. Any modifications hereto shall be valid only if set forth in writing and signed by all parties hereto.

[Signature page follows]

**IN WITNESS WHEREOF**, the parties have caused this Affiliation Agreement to be executed by their respective authorized representatives as of the day and year first above written.

**UNIVERSITY:**

**MERCY:**

**BOARD OF GOVERNORS OF  
MISSOURI STATE UNIVERSITY**

**Mercy FC, LLC**

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

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

Name: Helen Reid, Ph.D.

Name: \_\_\_\_\_

Title: Dean, College of Health &  
Human Services

Title: \_\_\_\_\_

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

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

**SCHEDULE D-1**  
**LIST OF EDUCATIONAL PROGRAMS\***

Communication Sciences & Disorders  
Dietetics  
Nursing  
Occupational Therapy  
Physical Therapy  
Physician Assistant Studies  
Social Work

\* This list of educational programs may be updated from time-to-time by agreement of the parties without the necessity of formally amending this Affiliation Agreement.

academic profile  
accelerated change  
student experience  
demographics agility  
student success diversity  
competition talent  
public globalization  
affairs cost  
reaffirmation  
concerns focus  
improvement  
funding  
issues appropriations  
infrastructure questions  
trends

**FINAL  
DRAFT**  
For presentation to the  
Board of Governors  
Thursday, July 30, 2015

Missouri State  
UNIVERSITY

**VISION**

---

our passion for  
**EXCELLENCE**

ESTABLISHING THE FOUNDATION FOR MISSOURI STATE UNIVERSITY'S  
NEXT TWO LONG-RANGE PLANS: 2016-21 AND 2021-26

technology welcoming  
enrollment respect

Work completed September 2014  
through July 2015. Presented to the  
Board of Governors July 30, 2015.

smart research  
talent

state appropriations accessibility

student high-quality  
debt

partnerships and allies

competitive price

sustainability leadership

foundation flexibility

people employability

career tuition and fees brand

facilities 7 million worldwide

mission traditions

# Missouri State Vision: Our Passion for Excellence

Introduction . . . . .	4
Five assumptions . . . . .	5
Six guiding principles . . . . .	6
Introduction of six task forces . . . . .	7
Six task forces . . . . .	8-13
Academic profile	
Student experience	
Diversity	
Globalization	
Infrastructure	
Funding	
Participants . . . . .	14-15

What is the vision for Missouri State University a decade from now?

What assumptions is the vision based upon?

What implications does the vision have for future long-range plans?

Those were the questions the University's Board of Governors asked at its summer retreat held July 31, 2014. The answers, the Board felt, could guide Missouri State through the next 10-12 years. The University's administration agreed.

In September 2014, President Clif Smart named a Steering Committee for the year-long project, titled "Missouri State Vision: Our Passion for Excellence." The goal of the project was "to gain consensus on the assumptions and philosophical foundation from which the next two or three long-range plans will be developed, beginning with the plan for 2016-21."

In October, task forces were named to focus on six specific areas:

- Academic profile
- Student experience
- Diversity
- Globalization
- Infrastructure
- Funding

More than 100 faculty, staff, students, administrators, donors, alumni and community members were involved in the process. The work was posted on a website and input was sought from the campus community.

The results of the past 11 months of work are reflected in this report to the Board of Governors presented at the Board's 2015 summer retreat July 30, 2015. As expected, this report will provide the foundation for the next long-range plan for the five years of 2016-21, beginning July 1, 2016. That plan will be developed during the 2015-16 academic year.

# Five assumptions

As they researched and discussed topics leading to their reports, all six task forces operated with five major assumptions:

## The rate of change will continue to accelerate

Change will remain constant, but the rate of change will accelerate exponentially, driven in large part by advances in technology. More people will have easy, fast and cheap access to each other, the world, and, most importantly, to the vast amount of knowledge available electronically. Organizations will be required to adapt so they not only survive, but thrive. Good organizations will add programs and functions to deal with change; great organizations will not only add what is needed, but also excel in "planned abandonment" – eliminating programs and services that have outlived their usefulness.

## There will be changes in demographics

There will be changes in demographics and the majority of those changes will benefit Missouri State. While Missouri's overall population is predicted to remain flat or decrease slightly, southwest Missouri is expected to continue growing. In the coming years, the number of high school graduates in the state will increase modestly. While Missouri and the Midwest may be among the last to experience it, the population of the United States will continue to become more diverse over the next 10 years.

## Competition will intensify

The knowledge age will continue, so education and training will remain essential. This fact will attract additional providers into the higher education marketplace and cause existing institutions to expand their reach with new programs and especially with online delivery. Competitors will look for advantages both with superior products and with "customer-centric" convenience and services.

## Cost will matter to Missouri State students

Since it was founded in 1905, Missouri State University has served students to whom cost matters. That is not likely to change. A majority of Missouri State students come from modest means; a significant number work while attending school; and many enter professions, such as teaching, that are more vital than they are lucrative. Missouri State views itself as the "high-quality educational option offered at a competitive price." Containing cost while offering high-quality programs at both the undergraduate and graduate level, providing 21st century facilities, and hiring and retaining talented faculty and staff who are compensated appropriately will be a balancing act, especially given the status of state appropriations and related issues such as rising student loan debt.

## State appropriations will remain unpredictable

A significant portion of the University's budget comes from state appropriations – approximately \$86 million (\$80.1 million to Springfield and \$5.8 million to West Plains) or about 37.5 percent of the total budget. There is no evidence to suggest that state appropriations will increase dramatically over the next decade. For planning purposes, therefore, increases in appropriations are predicted to approximate the rate of inflation. This will put more pressure on other sources of revenue: student tuition and fees, grants and contracts, private giving and entrepreneurial ventures. The bottom line is that funding will continue to be a challenge.



# Six guiding principles

The task forces all discussed a half-dozen principles that were so pervasive that they did not fit neatly into a single report, but rather were embraced by all six. These six guiding principles, therefore, are described here and not emphasized in the six task force summaries:

## Student success is priority one

The University's goal is clear: Help students succeed, however they personally define "success." For most students, success means maturing, gaining a strong educational foundation and becoming skilled in a particular academic area that will support a career. Consistent with the public affairs mission, other measures of success are the contributions students make to their communities, state and nation.

## Continuous improvement toward excellence is the goal

Missouri State University believes strongly in continuous improvement with the ultimate goal of achieving excellence in all of its programs and services. At the forefront of this philosophy are the academic programs, which the University ensures are robust, responsive to needs and relevant to employers. Excellence may be defined in many different ways. In a few cases, excellence means the activities are among the best anywhere and considered "world class." In other cases, excellence means being among the best nationally, regionally or in Missouri. Sometimes, excellence will be in

comparison to an appropriate peer group of institutions. In yet other cases, excellence means overachieving based on the resources available.

## Attracting and retaining talented employees is paramount

It is not possible to overstate the importance of attracting and retaining talented faculty, staff and administrators. Talent will be required to achieve the visions identified by the six task forces. From the recruitment and hiring, to orientation and professional development, to compensation packages, there must be a focus on talent. Simply stated, Talent = Brand.

## The statewide mission in public affairs remains important

For the 20 years since 1995, Missouri State has benefited from a strong and consistent mission statement. The statewide mission in public affairs is distinctive, meaningful and memorable. Since it was established, the mission has been continuously incorporated into all aspects of campus life. Each generation of employees and students has explored the meaning of and built upon the mission.

With its three pillars of ethical leadership, cultural competence and community engagement, the public affairs mission provided a foundation for all six task forces.

## Organizational agility is vital

Rather than gazing into a hazy crystal ball to predict the future, the task forces chose instead to focus on improving the University's agility in dealing with whatever changes might occur in the next 10-12 years. The increased agility comes in three primary areas: 1) People – hiring and retaining talented faculty, staff and administrators (see item at left) who possess both the talent and adaptability to help the University achieve its goals; 2) Policies and procedures – reviewing, revising, streamlining or eliminating policies and procedures to shorten the time between idea and implementation; and 3) Processes – improving processes to better serve constituents: students, parents, donors, alumni and the public. Missouri State has control over these and, therefore, can positively impact all three.

## Partnerships and allies will be key

As well as Missouri State has done identifying allies and developing partnerships, it will need to expand those efforts even more in the future. Internally, the partnerships – more often known as "interdisciplinary work" – will be necessary in academic preparation and research initiatives. Employers will insist that students have interdisciplinary experiences that provide them with context and an appreciation for the interconnection between functions. Academic units and faculty will need to cooperate even more to live up to that expectation. Externally, the need for allies and partnerships is almost endless: with business, industry, chambers of commerce, state agencies and entrepreneurs on applied research all to help spur economic development; with leaders from the city, county and faith communities on increasing diversity; with health care and other employers to provide practical professional experience for students; with other schools at all levels to offer academic programs and training, to conduct joint community projects, and to advocate for public higher education funding; and with other countries and their universities to develop fully Missouri State's vision for globalization.

# Introduction of six task forces

Task forces were named to focus on six topics that will affect the future of Missouri State University: academic profile, student experience, diversity, globalization, infrastructure and funding.

Members of the Steering Committee chaired the task forces, and each included 16 members representing students, faculty, staff, administrators, donors, alumni and community leaders.

In dealing with their topics, the task forces conducted research, scheduled guest speakers from both on and off campus, organized panel discussions and accessed videos and other pertinent resources. Some task forces organized committees to study key issues in more depth.

On average, the full task forces met 8-10 times. In addition, there were committee meetings and other small group meetings on the topics.

The work of the task forces was supplemented by a series of guest speakers for the benefit of all: Dr. Jillian Kinzie, associate director, Center for Postsecondary Research and National Survey of Student Engagement (NSSE) Institute; Dr. Susan Grajek, vice president for data, research and analytics at EDUCAUSE; Jim Moody, governmental relations consultant and former budget director for the State of Missouri; and Mike Downing, director of the Missouri Department of Economic Development. Matt Hesser, the state demographer, also supplied a report on Missouri demographics to the task force members.

Ultimately, each task force submitted a three- to five-page report with supporting documents, all of which may be found online at [www.missouristate.edu/vision/](http://www.missouristate.edu/vision/). The reports include the task force process, trends, reaffirmations, issues, the vision and implications for the next long-range plan.

The following pages of this report summarize the work of the six task forces.

# Academic profile

## Anticipated trends

- More and more, the University will be judged by the "success of its students," rather than graduation rates, student satisfaction or other measures.
- Missouri State will continue to rely on optimal assessment practices (program and institutional level, accreditations, analysis of regional and state needs, etc.) in order to facilitate data-based decision making.
- Attention to shortening the time to degrees will intensify, in part to help reduce student loan debt, with both topics part of the national discussion on higher education.
- The state and national discussion will continue about the value of baccalaureate and graduate degrees, both to society and the individual.

## Reaffirmations

- Missouri State will continue its enrollment growth while maintaining its selective admission status.
- The University understands that employer expectations and career readiness will continue to depend upon learning foundations developed with a dynamic curriculum in the liberal arts and sciences with strong communication and problem-solving skills.
- Missouri State values and promotes interdisciplinary initiatives that will enhance career pathways and elevate the level of research.
- Strengthening graduate education will remain vital to the University's profile.
- Missouri State will continue to optimize support for research clusters, such as the JVIC and Viticulture/Enology models.

## Major issues

- In addition to the traditional delivery, the University must be competent in a variety of modern delivery methods: online, hybrid/blended, incorporation of social media, short-term courses, self-paced, etc.
- The University will want to keep pace with Missouri and national employer needs, which in 2015 were especially strong in STEM (Science, Technology, Engineering and Mathematics) fields, health fields and agriculture.
- The University can further enhance its stature by the quality of research accomplished, its applied focus and the development of student talent in the research process.

## Vision

Missouri State University will provide all students with an appropriate array of highly respected academic programs, research options and the opportunity for a "personalized experience," all of which will help lead to students succeeding and fulfilling their dreams.

## Questions for the next long-range plan

- What new programs should Missouri State add to respond to both national and state priorities, as well as employer needs? Likewise, what programs should be eliminated or downsized due to weak demand?
- What initiatives will help improve student learning while creating more convenient pathways and reducing the time to degree for capable students?
- What, if any, changes need to be made in the academic organization to allow the University to be more responsive in the future?
- Should "IT IQ," valuing diversity, commitment to the public affairs mission, involvement in research and other University priorities become even greater factors in recruiting and hiring new faculty?
- Should a fund be established for strategic investment in academic areas of high career demand and emerging academic directions, including focused research?

# Student experience

## Anticipated trends

- "Student success" will be broadly defined, including not only academic excellence, but also moral, intellectual, spiritual, social and professional growth.
- To succeed, students will need to be well-prepared to meet the challenges of a changing world by remaining flexible, adaptable and lifelong learners.
- Students will need to develop the interpersonal, collaborative and professional skills required to succeed in the real world; have a deep appreciation for diversity and inclusion; value personal and professional growth; and seek opportunities that lead to the development of meaningful and long-lasting relationships.
- Building loyalty and engagement with alumni will depend on those alumni having a productive experience as a student, including feelings of support, education and connection.

## Reaffirmations

- Missouri State will continue to help build students' courage, competence and confidence to make good personal and professional decisions.
- The University will continue to create multiple opportunities and encourage all students to become involved in a variety of activities designed to build leadership, service and collaborative skills, while increasing awareness of and appreciation for global diversity and inclusion.
- Missouri State will continue to provide a safe, secure environment in which students can learn and grow and feel comfortable challenging themselves.
- The University will continue to create tailored pathways and activities to meet the needs of different student populations: transfer, veteran, non-traditional, first-generation, ethnically diverse, international, online, etc.

## Major issues

- It is important that students be engaged in the public affairs mission and its three pillars: community engagement, ethical leadership and cultural competence.
- The ability to provide strong academic programs that develop employable skills and career pathways will increase in importance, spanning from the classroom into "real life" experiences through supervised practice (i.e., internships, practicums, part-time jobs, etc.).
- Traditions, school spirit and pride will be key to fully engaging students and creating strong alumni.
- Given the high profile of intercollegiate athletics, the positive impact athletics can have, and the changes occurring nationally and regionally, it is important for Missouri State to determine the proper role for athletics to enhance the student experience, build community relations, and connect with alumni and donors.

## Vision

Missouri State University will provide a rich, memorable, distinctive and transformative educational experience through a variety of curricular and co-curricular experiences that will ensure students succeed both in college and after.

## Questions for the next long-range plan

- How can high impact and immersion experiences – service-learning, internships and practicums, Study Away, etc. – be expanded to involve more students?
- How can alumni be better engaged in meaningful ways with their alma mater to support current students?
- Are there ways to improve advising to help monitor student success, provide early alerts to at-risk students and connect students to services from which they can benefit?
- What initiatives can help orient and socialize new undergraduate and graduate students (e.g., first year, transfers, first-generation, West Plains campus transfers, online, etc.) to the Missouri State community?
- What traditions can be implemented or expanded – at the beginning of the school year, at graduations, at athletic events, etc. – to enhance school spirit and pride?

## Anticipated trends

- The U.S. population will continue to become more diverse and, as a result, higher education institutions will become more diverse. While diversity in Missouri may lag behind other states, the change will come.
- The lack of racial/ethnic diversity in Springfield is more pronounced than in the rest of the country. According to the Lumina Foundation, Springfield's 2013 population was 87 percent white (66 percent nationwide), 4 percent black (13 percent nationwide), 2 percent Asian (5 percent nationwide), and 4 percent Hispanic (16 percent nationwide).
- Nationally, 11 percent of entering freshmen report having a disability, making it the fastest growing underrepresented group in higher education.
- According to the 2013 American Community Survey, Missouri is the 21st poorest state with 15.5 percent of its people living in poverty. Additionally, according to the Lumina Foundation, 25.6 percent of people living in Springfield live in poverty.

## Reaffirmations

- Missouri State will continue to be intentional about diversity, actively recruiting, engaging and providing leadership opportunities for diverse students and faculty.
- The University will continue to embrace diversity as a core value, not only on moral and ethical grounds, but also for the significant value it adds to a Missouri State degree.
- Missouri State will continue its leadership role for diversity in Springfield, the region and the state.
- The University will continue to support and advocate for students with intersecting underrepresented/ minority/gender identity and expression/sexual orientation identities.

## Major issues

- At its core, diversity is about having respect for all individuals, which is consistent with the University's public affairs mission, University Community Principles and its policies and procedures.
- It is important for the University to use the recently completed Climate Study, best practices and other research and tools to make the campus and its programs even more welcoming.
- To reach its diversity and inclusion goals, Missouri State will need to consider expanding its orientation, professional development and training opportunities for faculty and staff.
- As the diversity of the student body increases, Missouri State will need to be sensitive to, and provide support services for, students who come from school districts that may not provide a full college preparation curriculum, students for whom the size and culture of Springfield may be a challenge.

## Vision

Missouri State University will be a "university of choice and opportunity" for all students, as well as a beacon for diversity for Springfield and the region, with all faculty, staff, administrators and students demonstrating respect for each other and all individuals.

## Questions for the next long-range plan

- What initiatives can effectively intertwine diversity and inclusion with all aspects of academia and campus life?
- How can Missouri State be more intentional in encouraging students to accept meaningful leadership positions that lead to greater engagement and ultimate success?
- What combination of proven and innovative tactics might the University employ to increase diversity among faculty and staff?
- What improvements should be made to ensure maximum access for those with disabilities?

# Globalization

## Anticipated trends

- Three million university students worldwide now study outside their home countries, a 57 percent increase in the past decade. That number is projected to increase to more than seven million by 2025, according to NAFSA: Association of International Educators.
- Globalization is accelerated by the rapid emergence of technology that has made international communication and transnational collaboration commonplace in business, government and education.
- Easier travel, labor migration, the global spread of research capacity, globalization of scholarship and the growth of the global higher education system reinforces an expansive multilateral exchange of ideas.

## Reaffirmations

- The University will continue its global emphasis given that the Missouri State experience has been enhanced by the 1,622 international students currently enrolled – more than triple from a decade ago.
- Missouri State will continue to expand participation in Study Away, increase the number of global studies majors and international area studies minors, grow the English Language Institute and develop the International Leadership and Training Center.
- The University will continue to seek and sign agreements to add to the more than 60 partner universities in 22 countries which promote student mobility, faculty collaboration and participation in special programs.

## Major issues

- The dual challenge for Missouri State University is to be globally engaged while remaining connected locally.
- There is a global battle for "smart talent," defined as persons with excellent cognitive, professional and interpersonal skills, coupled with global experience and intercultural competence. Preparing students to be educated global citizens and to succeed in the international workforce will increasingly become a competitive advantage.
- Even though 89 countries are represented in the Missouri State student population, 78 percent come from six countries, with the People's Republic of China accounting for more than half of all international students. This represents a potential challenge because economic and political issues in one country or region could have a magnified impact on international enrollment.

## Vision

Missouri State University will create an environment that is international in character – in teaching, research and service – so that graduates are ready to compete and succeed in an increasingly global society.

## Questions for the next long-range plan

- What strategies can be implemented to train, involve and engage a greater number of Missouri State faculty and staff in the motivation and development of "smart talent" and in the promotion and overall success of the international program?
- How can the University create connections so cultural exchange can take place beyond the classroom in residence halls, dining centers and student organizations?
- What steps should be taken that allow continued programs with China, while placing a strategic emphasis on developing new relationships, especially in Latin America and other parts of Asia?

## Anticipated trends

- Even with the advances in technology, most students will continue to seek the campus experience.
- Keeping pace with new technology – online, wireless, mobile capabilities, BYOD (Bring Your Own Device), etc. – as well as cybersecurity, will be difficult and expensive.
- Addressing both new construction and deferred maintenance will be a challenge.
- Sustainability will be an even higher priority for future generations of students.
- With enhanced technology, teaching, learning, research and service will become more effective, connected and integrated.
- Costs for key resources (energy, water, etc.) will rise in the next decade.

## Reaffirmations

- In all areas of infrastructure, the University will continue its practice of assessing the current status, the needs for the future and the budget necessary to accomplish the goals.
- The University will continue to advocate for additional funding for facilities.
- Missouri State will continue to ensure accessibility to facilities and technology for all members of the campus community.
- Sustainability will continue to be a priority for the University.

## Major issues

- In the 21st century, the technology infrastructure will shift quickly, making it difficult to stay current with emerging technologies and their support for users.
- Improving facilities often involves a significant investment of dollars, both start-up and ongoing.
- The Educational and General deferred maintenance backlog total has risen steadily and currently stands at \$114.6 million (fall 2014).
- Similarly, the demand for replacing and upgrading laboratory teaching and research equipment is an ongoing necessity to maintain strong academic programs.
- Identity theft, cyberterrorism, online fiscal malfeasance and other Information Technology security threats will continue to increase and require additional attention and resources.

## Vision

Missouri State University will provide its students and faculty with facilities and technologies that are current, adaptable and provide the foundation upon which teaching, learning, research, service and operations rely, while considering the importance of sustainability in all decisions.

## Questions for the next long-range plan

- Can the University develop a philosophy for facilities and emerging technologies that is flexible enough to accommodate emerging student preferences, as well as learning best practices?
- What are the best options for reducing the deferred maintenance backlog?
- What steps should Missouri State take to achieve more sustainable and efficient use of buildings and other infrastructure components of campuses?
- Are there ways to better collaborate with the City of Springfield, Greene County, the region and the state on issues and opportunities related to physical locations, sustainability initiatives and networked information technologies?
- Given that "content is king," how can we develop better management and use of data and analytics to improve and advance the teaching, learning, research, service and operations of the University?

# Funding

## Anticipated trends

- Like most public universities, the bulk of Missouri State's revenue will continue to come from tuition and fees, with state appropriations remaining substantial, but only increasing at the rate of inflation.
- Other sources of revenue will become increasingly important. They include grants and contracts, private support and a wide variety of operational efficiencies, reallocation and/or new sources.
- Given all factors in Missouri, including state law on tuition increases, the greatest potential for new revenue for Missouri State is through differential student fees.

## Reaffirmations

- Missouri State intends to continue its position as a "high-quality educational option offered at a competitive price," thus allowing maximum access and helping minimize student loan debt.
- The University will continue to aggressively seek funding through private giving, grants and contracts, and other sources, as well as reallocation.
- Missouri State will maintain its long history of good stewardship of resources, which has led to strong bond ratings and adequate reserves.

## Major issues

- Because higher education funding is one of the few "discretionary" portions of the state of Missouri's budget, there are a number of non-education budget lines that can negatively impact the higher education budget over which the University has very little control.
- To sustain or increase funding, it will be necessary for Missouri State to instill confidence among decision-makers and the general public in the value of higher education: creating an educated citizenry, developing an advanced-level workforce and serving as a catalyst for economic development.
- State appropriations have not kept pace with Missouri State's development, especially with the enrollment growth and expansion of graduate programs, and any increases in state appropriations are likely to be modest.

## Vision

In order for Missouri State University to meet its goals and remain a high-quality educational option offered at a competitive price, the University will seek maximum flexibility with existing funding sources, explore alternative funding options and continue regular reallocation as appropriate.

## Questions for the next long-range plan

- How should the University balance its multiple desires to provide a quality education, be accessible to students of all financial means and provide fair compensation for its employees?
- Which academic programs warrant differential fees based on the University's established criteria?
- What steps can be taken to ensure the University has maximum flexibility with use of state appropriations and establishing its tuition?
- What strategies can help Missouri State promote a culture of philanthropy among the campus community, especially students who will become alumni and potential donors?
- To help maximize enrollment, is it possible to use data-driven methods to strategically recruit and retain high-potential and diverse students to programs where there is both demand and capacity?



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academic profile  
accelerated change  
student experience  
demographics agility  
student success diversity  
competition talent  
public globalization  
affairs COST  
Reaffirmation  
continuous  
improvement  
funding  
issues appropriations  
infrastructure questions  
trends

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## NINE MAJOR GOALS FOR 2015-2016

### Introduction

This document summarizes the University's nine major goals for 2015-2016. This document is an action plan—a road map—that the Board of Governors and University administration will follow in the coming year. These goals were specifically designed to assist the University in achieving its mission of developing educated persons as outlined in the final year of the current long-range plan.

These goals are not intended to take the place of the University's Mission Statement (<http://www.missouristate.edu/about/missionstatement.htm>), Long-Range Plan (<http://www.missouristate.edu/LongRangePlan/>), Key Performance Indicators (<https://mis.missouristate.edu/KeyPerformanceIndicators/>), statewide performance measures for funding (<http://www.missouristate.edu/oir/151306.htm>), or the other goals, objectives, and action items established by the University and its component parts.

### I. Strategic Planning

1. Develop a report on the University's progress under the 2011-2016 long-range plan.
2. Complete the strategic visioning project including the report developed as part of that process.
3. Develop a 2016-2021 long-range plan through a collaborative process that seeks broad input from University stakeholders.
4. Evaluate opportunities to improve the University's existing mission statement.
5. Create and grow a reserve fund designed to enable investment into strategic initiatives.

### II. Access to Success

1. Successfully complete the Higher Learning Commission accreditation process.

2. Maintain modest growth in enrollment while increasing the diversity of the student body.
  - Continue to implement incentive and recruitment programs directed at increasing enrollment of underrepresented students.
  - Promote and assess the graduate needs-based scholarship program and the graduate diversity scholarship program.
  - Continue to strengthen relationships with diversity-oriented organizations.
  - Strengthen and maintain relationships with community college partners.
  - Promote and assess the Bachelor of General Studies program.
  - Create new academic programs based on student demand and state need.
  - Evaluate opportunities to eliminate, merge or redesign existing programs.
  - Diversify international student enrollment, with a focus on recruiting students from India and South America.
  
3. Increase retention and graduation rates.
  - Implement a redesigned transfer student orientation program.
  - Implement an engagement camp for new students.
  - Continue to improve family activities and expand living learning communities.
  - Increase participation in the Partners in Education program.
  - Expand college-specific GEP 101 sections and specialized GEP 101 sections directed at first-generation students, and develop and implement an assessment model to track the impact these sections have on retention.
  - Implement the first-generation retention initiatives included in the University's recent Title III grant application if funding is awarded.
  
4. Increase the number of alternative pathway options for students.
  - Strategically implement and expand credit by assessment and credit by experience programs.
  - Evaluate opportunities to improve the model used to deliver programs at off-campus sites.
  - Offer and actively market an open online course titled *Missouri's Civil War* and reoffer two existing open online courses titled *Laura Ingalls Wilder: Examining Her Work and Writing Life – The Early Years* and *Laura Ingalls Wilder: Examining Her Work and Writing Life – The Later Years*.
  - Create an online option for the Bachelor of Science in Psychology program.
  
5. Maintain competitive cost of attendance.

6. Develop and implement a comprehensive plan to successfully track the outcomes of graduates as required by the state's performance funding model.
7. Advocate for state funding of scholarship and grant programs that enhance access to higher education for Missouri residents.

### **III. Public Affairs Integration**

1. Emphasize and hold the seven signature public affairs events.
2. Enhance the profile of the Missouri Public Affairs Hall of Fame and operationalize the selection and induction of nominees.
3. Evaluate opportunities to expand and improve the Public Affairs Conference.
4. Continue the Comprehensive Public Affairs Assessment Plan to assess multiple measures (open-ended essays and the 40-item Public Affairs Scale) of student learning in public affairs. Evidence of student learning will be collected from graduating seniors as part of the University Exit Exam. Faculty, staff, and students will review student learning in an annual workshop. Assessment grants will be available to support public affairs learning outcomes and a public affairs teaching toolkit will be expanded.
5. Sponsor programs and activities recognizing anniversaries of significant public affairs events, including the 800<sup>th</sup> anniversary of the Magna Carta and the 70<sup>th</sup> anniversary of the United Nations.
6. Begin work on renewing the University's Carnegie Community Engagement Classification.

### **IV. Engaged Inquiry**

1. Sustain applications for grants and sponsored research above 300 annually and awards of grants and sponsored research above \$20 million annually.
2. Continue to develop and implement strategies to emphasize nanotechnology and computational science research.
3. Continue to encourage collaboration between faculty in the College of Natural and Applied Sciences and the businesses conducting research in the Jordan Valley Innovation Center.
4. Continue to publicize the University's research successes.

5. Increase institutional support for graduate student research.
6. Evaluate opportunities to encourage and incentivize faculty who receive external research funding.

## **V. Partners in Progress**

1. Evaluate the campus climate study and develop a plan of action to create and implement recommendations directed at enhancing the campus climate.
2. Expand the University's health care partnerships by developing a primary care clinic on campus in collaboration with Mercy and The Kitchen, Inc.
3. Complete the two-year pilot project for the Center for Community Engagement ("CCE"), and evaluate the viability and sustainability of the CCE.
4. Evaluate opportunities to expand collaborations with public K-12 school districts.
5. Continue to enhance the University's support for entrepreneurial activities that foster job creation and economic growth by implementing a seed capital fund for qualified businesses.
6. Continue to expand the International Leadership and Training Center, with a focus on contributing revenue to the University's general operations.
7. Continue and evaluate opportunities to expand the Focus First Vision Program a collaboration with the Vision Rehabilitation Center of the Ozarks, under which low income populations receive vision screening.
8. Collaborate with the City of Springfield, the History Museum on the Square, the Route 66 Association of Missouri, and others to publicize Springfield, Missouri as the birthplace of Route 66.
9. Collaborate with the Missouri Department of Conservation to utilize the University's agricultural properties to demonstrate sustainable practices for private land owners.

## **VI. Valuing and Supporting People**

1. Continue to improve compensation for faculty and staff.
  - Provide a cost of living pay raise for fulltime employees.
  - Continue the third year of the Full Professor Salary Incentive Program.

- Implement programs to target other high-performing and underpaid employee groups for additional compensation.
  - Evaluate opportunities to improve policies and protocols with regard to compensation and hiring.
  - Evaluate opportunities to improve the fringe benefits package available to employees.
2. Continue to improve diversity of the workforce.
    - Encourage individuals involved in hiring processes to hire highly qualified, diverse candidates in furtherance of the University's affirmative action plan, with a target of at least 20% of new hires being ethnically or racially diverse, international, disabled, of veteran status, or a member of a group that is underrepresented within the hiring department.
    - Continue to implement the campus-wide Appraisal and Development Plan ("ADP") diversity goal, with a target of at least 80% of ADPs including a goal related to diversity.
  3. Enhance initiatives and programs to prevent and address sex and gender discrimination and harassment (including sexual assault) in compliance with Title IX.
  4. Establish an employee resource group for young professional staff.

## **VII. Responsible Stewardship**

1. Continue to grow and diversify revenue.
  - Maximize state funding by satisfying the five established statewide performance measures.
  - Advocate for matching capital funding from the state for the Glass Hall addition and renovation project.
  - Advocate for increased operational funding from the state, including an increase designated for STEM programs.
  - To continue to receive private support through mini capital campaigns for Glass Hall, the Hospitality and Restaurant Administration Department projects, the College of Health and Human Services projects, the College of Arts and Letters projects, and the Meyer Library renovation.
2. Successfully bond the addition to and renovation of Glass Hall.
3. Invest in the preservation, modernization, and replacement of capital assets to support mission critical needs.



- Complete the construction and renovation of Pummill Hall, the O'Reilly Clinical Health Sciences Center, the Davis-Harrington Welcome Center, Sunvilla Tower, Temple Hall Laboratories, John Q. Hammons Parkway Transit, and Meyer Library (Phase 1).
  - Begin construction and renovation of Glass Hall, Ellis Hall, West Plains Life Safety Improvements, and Sunvilla West FEMA Safe Room.
4. Utilize and operate facilities efficiently.
    - Continue to incorporate sustainability into campus operations and foster principles of environmental stewardship, as measured by continued improvement within the Sustainability Tracking, Assessment and Rating System (STARS), a program of the Association for the Advancement of Sustainability in Higher Education (AASHE).
    - Continue to expand the campus chilled water system to ensure reliable chilled water service to more efficiently air condition campus facilities.
    - Continue to evaluate the sustainability of parking lot maintenance activities with regard to the performance, impact and cost of coal tar and asphalt emulsion sealant products.
  5. Manage University-wide risk effectively through the Enterprise Risk Management and Compliance Committee.
  6. Develop and deploy a comprehensive rebranding creative campaign utilizing brand research completed in 2013 which will include a campaign style guide for use across the University, and internal roll-out plan and a state and regional marketing plan.
  7. Evaluate opportunities to streamline, eliminate, and improve University policies, processes, and programs.

## **VIII. Athletics**

1. Comply fully with NCAA rules with no major violations.
2. Maintain an NCAA Academic Progress Rate above 930 for all teams.
3. Finish in the top three in the Missouri Valley Conference All-Sports standings.
4. Enhance revenues by increasing ticket sales in football, men's basketball and women's basketball and by increasing Bears Fund memberships.
5. Successfully integrate the operations of the University's athletics facilities, JQH Arena, and Juanita K. Hammons Hall for the Performing Arts with the Athletics Department.

6. Create a fiscally responsible budget for the Athletics Department that incorporates the University's athletic facilities, JQH Arena, and Juanita K. Hammons Hall for the Performing Arts, and maintain athletic expenses within applicable budgetary limits.
7. Coordinate with the new football staff to complete a successful transition and to position the football team for a winning season.
8. Collaborate with students and Learfield Sports to improve the overall game day experience.
9. Successfully implement the Missouri Valley Conference television and digital media initiative.
10. Continue to evaluate new NCAA legislation and implement appropriate strategic responses.

**IX. West Plains Integration**

1. Continue to develop and market pathways for students to transition from West Plains coursework to Springfield coursework.
  - Evaluate the potential for delivery of additional Springfield courses and programs on the West Plains campus.
  - Continue to refine marketing efforts to inform West Plains students of their available options to participate in Springfield courses and programs.
  - Enhance orientation processes for students transferring from the West Plains campus to the Springfield campus.
  - Identify and encourage opportunities for Springfield student organizations to coordinate and interact with West Plains student organizations.
2. Identify and evaluate opportunities to improve the coordination of Banner processes between the West Plains and Springfield campuses.
3. Solicit private support and begin design and construction for the renovation of Missouri Hall.

VIII.A.

**RECOMMENDED ACTION** --- Approval of 2016 Meeting Schedule of Missouri State University Board of Governors

WHEREAS, the Bylaws of the Board of Governors provide that the Board may establish a regular meeting schedule as it deems appropriate; and

WHEREAS, the Board of Governors has requested a schedule, when possible, of having the Board Committees meet in the morning prior to a 1:00 p.m. Board meeting;

THEREFORE BE IT RESOLVED that the Board of Governors for Missouri State University approves the attached seven-meeting schedule for calendar year 2016.

**VOTE:**      **AYE** \_\_\_\_\_

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

**MISSOURI STATE UNIVERSITY  
BOARD OF GOVERNORS  
2016 MEETING SCHEDULE**

**Friday, February 5, 2016, 1:00 p.m.** West Plains  
**(Board Committee Meetings the morning of  
February 5)**

**Thurs/Fri, March 31/April 1, 2016, 9:00 a.m.** St. Louis  
**(1½ day retreat)**

**Thursday, May 12, 2016, 1:00 p.m.** Springfield  
**(Board Committee Meetings the morning  
of May 12 and Commencement ceremonies on  
May 13 in Springfield and May 14 in West Plains)**

**Friday, June 10, 2016, 1:00 p.m.** Springfield  
**(Board Committee Meetings the morning  
of June 10 with Missouri State Alumni Association  
Awards on the evening of June 10)**

**Thursday, July 28, 2016, 9:00 a.m. (1 day  
retreat and Commencement ceremony on Friday  
morning, July 29)** Springfield

**Friday, October 14, 2016, 1:00 p.m.** Springfield  
**(Board Committee Meetings the morning  
of October 14 with Homecoming festivities to be  
held this weekend)**

**Thursday, December 15, 2016, 1:00 p.m.** Springfield  
**(Board Committee Meetings the morning  
of December 15 and Commencement ceremonies  
on December 16)**

IX.

RECOMMENDED ACTION - Resolution authorizing closed meeting

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

BE IT RESOLVED by the Board of Governors for the Missouri State University that a closed meeting, with closed records and closed vote, be held immediately following this regular meeting of the Board of Governors to consider items pursuant to

- A. R.S.Mo. 610.021(1). "Legal actions, causes of action, or litigation involving a public governmental body..."
- B. R.S.Mo. 610.021(2). "Leasing, purchase or sale of real estate by a public governmental body..."
- C. R.S.Mo. 610.021(3). "Hiring, firing, disciplining or promoting of particular employees by a public governmental body..."
- D. R.S.Mo. 610.021(6). "Scholastic probation, expulsion, or graduation of identifiable individuals..."
- E. R.S.Mo. 610.021(9). "Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups;"
- F. R.S. Mo. 610.021(11) and (12). "Specifications for competitive bidding...;" and "Sealed bids and related documents...;"
- G. R.S.Mo. 610.021(13). "Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment,..."
- H. R.S.Mo. 610.021(14). "Records which are protected from disclosure by law;" and
- I. R.S.Mo. 610.021(17). "Confidential or privileged communications between a public governmental body and its auditor,...."

VOTE: \_\_\_ AYE

\_\_\_ NAY