



Board of Governors' Retreat

**Jordan Valley Innovation Center
7th Floor**

**Thursday, 8/3/2017
8:30 AM - 5:00 PM CT**

I. Roll Call

II. Approval of Minutes

II.A. Approval of Minutes of the Open and Closed Meetings of June 23, 2017 - Page 3

III. Consent Agenda

A. President

III.A.1. Approval of FY2017-2018 Employment Agreements for Athletics Administrators and Coaches - Page 10

III.A.2. Approval of Employment Contract of Melissa Stokes, Head Coach, Women's Volleyball - Page 61

III.A.3. Approval of First Addendum to Employment Contract of Keith Guttin, Head Coach, Baseball - Page 75

B. West Plains

III.B.1. Approval of Activity Report - Page 80

III.B.2. Approval of Actions Concerning Academic Employees - Page 83

III.B.3. Approval of Actions Concerning Non-academic Employees - Page 86

C. Procurement and Financial

III.C.1. Approval of Procurement Activity Report - Page 87

D. Facilities and Equipment

III.D.1. Approval of Activity Report for the Month of June 2017 - Page 95

III.D.2. Approval of a Lease Agreement for Office and Storage Space at The Fairbanks with The Drew Lewis Foundation, Springfield Missouri - Page 106

E. Human Resources

III.E.1. Approval of Actions Concerning Academic Employees - Page 113

III.E.2. Approval of Actions Concerning Non-academic Employees - Page 133

IV. Enterprise Risk Management Update

A. Springfield

ERM Update - Springfield - Page 145

B. West Plains

ERM Update - West Plains - Page 148

V. 2017-2018 Planning

A. Developing a Sustainable Financial Model

Sustainable Financial Model - Page 151

B. Focus Areas

Focus Areas for 2017-2018 - Page 154

C. Action Plan

Action Plan for 2017-2018 - Page 156

D. Approval of Appropriations Request

1. Operating

Approval of Fiscal Year 2019 Appropriations Request for Operations - Page 164

2. Capital

Approval of Fiscal Year 2019 Capital Improvements Priorities - Page 174

VI. IDEA Commons

A. History to Present

History-IDEA Commons - Page 176

1. IDEA Commons and JVIC

2. Plaster Center and eFactory

B. Tour JVIC, the Plaster Center, and Brick City

C. Future

1. Vecino Project Update

Vecino Project Release - Page 178

2. Entrepreneurship Program Expansion

3. Parking & Storage

University Parking & Storage - Page 180

D. Approval of Land Purchase and MOU with City of Springfield

VI.D.1. Approval of a Contract for the Purchase of Property at 411-417 West Mill Street, Springfield, Missouri - Page 181

VI.D.2. Approval of a MOU Between the Board of Governors of MSU and the City of Springfield - Page 190

VI.D.3. Approval of Parking Lot Lease Agreement with Missouri State University Development Corporation for Lot Located at 353 N. Campbell Avenue, Springfield, Missouri - Page 198

VII. Missouri State University Development Corporation Meeting

VIII. Old Business

A. Update on Progress of Residence Hall

IX. New Business

A. Office of Research Year-End Report

Year End Research Report - Page 203

B. Foundation Year-End Report

Year End Development Report - Page 210

C. Approval of Policy Revisions

IX.C.1. Approval of Revisions to G1.18 Contract Authorization Policy - Page 213

IX.C.2. Approval of Revisions to G8.06 Contracts for Construction Policy and G8.07 Contracting for Professional Services - Architects, Engineers and Land Surveyors Policy - Page 221

D. Approval of 2018 Board of Governors Meeting Schedule

2018 Board of Governors' Meeting Schedule - Page 225

E. Discussion of 2018 Board of Governor Officers

Board of Governors Terms - Page 227

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

Closed Meeting Resolution - Page 228

XI. Adjournment

MINUTES OF THE BOARD OF GOVERNORS
MISSOURI STATE UNIVERSITY
JUNE 23, 2017

1. Roll Call

Present- Ms. Virginia Fry, Chair
Mr. Tyree Davis IV, Student Governor
Mr. Craig Frazier, Governor
Mr. Gabriel E. Gore, Governor
Ms. Beverly Miller, Governor
Mr. Kendall Seal, Governor
Ms. Carol Silvey, Governor
Mr. Greg Spears, Governor
Ms. Carrie Tergin, Governor

Absent- Mr. Stephen B. Hoven, Governor

Also

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

2. Presiding – The presiding officer for the meeting was Ms. Virginia Fry, Chair of the Board of Governors. She called the meeting to order at 1:00 p.m. in the Magnolia Room in the West Plains Civic Center in West Plains, Missouri.

3. Approval of Minutes – Ms. Fry mentioned that the first item of business was the approval of the minutes for the open and closed meetings of May 18, 2017. Ms. Beverly Miller so moved, receiving the second of Mr. Gregory Spears.

Motion passed 8-0.

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

President

Approval of reappointment of H. Wes Pratt as Assistant to the President & Chief Diversity Officer (Human Resources No. 1552-17).

Approval of reappointment of Frank Einhellig as Provost of Missouri State University and Chancellor of the Mountain Grove campus (Human Resources No. 1553-17).

West Plains Campus

Approval of Activity Report (West Plains Campus Activity Report No. 121-17).

Approval of actions concerning West Plains Campus academic employees (West Plains Campus Personnel No. 408-17).

Approval of actions concerning West Plains Campus non-academic employees (West Plains Campus Personnel No. 409-17).

Procurement and Financial

Approval of Procurement Activity Report (Procurement Activity Report No. 454-17).

Approval of rental rates for space in the Kenneth E. Meyer Alumni Center for various departments and university related offices (Agreement No. 387-17).

Facilities and Equipment

Approval of Activity Report for the month of April 2017 (Activity Report No. 293-17).

Approval of Activity Report for the month of May 2017 (Activity Report No. 294-17).

Approval of bids and award of a contract to replace the boilers in Kentwood Hall (Bids & Quotations No. 1547-17).

Approval of bids and award of a contract to construct an outdoor seating plaza at the Hammons Fountains on the Springfield campus (Bids & Quotations No. 1548-17).

Approval of a resolution granting a license agreement to install flooring at the John Q. Hammons Arena (Agreement No. 388-17).

Approval of third lease addendum to lease agreement with Ozarks Technical Community College in Lebanon, Missouri (Agreement No. 389-17).

Human Resources Items

Actions concerning academic employees (Human Resources No. 1554-17).

Actions concerning non-academic employees (Human Resources No. 1555-17).

Approval of actions concerning non-academic employee salary adjustments (Human Resources No. 1556-17).

Approval of FY18 additional fringe benefits to be funded by Missouri State University or the Missouri State University Foundation (Human Resources No. 1557-17)

Ms. Carrie Tergin made a motion to approve the Consent Agenda, receiving a second from Mr. Gabriel Gore.

Motion passed 8-0.

5. Committee Reports:

A. Mr. Spears highlighted the Risk Management and Audit Committee meeting discussion, which included a status update on safety and emergency preparedness on the West Plains Campus. In closed session, a draft report on the Foster Recreation Center was discussed with the internal auditor making recommendations for improved controls and other minor adjustments. The final report will be published on the internal audit website by the end of the month.

B. Mr. Kendall Seal provided a summary of the Programs and Planning Committee meeting. The meeting began with a review of a dashboard of the Key Performance Indicators that the University tracks under the long-range plan. Discussion then moved to the Greater Ozark Center for Advanced Technology (GOCAT), a joint partnership with South Central Career Center and the City of West Plains, that will provide for degree and certificate programs in technology and/or customized training opportunities.

C. Mr. Gore then gave an overview of the Finance and Facilities Committee meeting. The meeting included a year-to-date financial review showing approximately 4% enrollment growth. A review of the Foundation's financials show the Foundation is on pace to end the fiscal year with approximately \$19 million in contributions. President Clif Smart presented University efficiency data, showing how efficiently the University operates. A significant amount of time was spent discussing the fiscal year 2018 internal operating budget as well as the resolution that will be recommended for approval. Finally, procurement action items and a Woods House renovation recommendation were discussed.

6. President's Report – President Clif Smart recommended approval of the Fiscal Year 2018 Internal Operating Budget resolution (Finance No. 1060-17). Mr. Gore made a motion and Ms. Tergin seconded it.

Motion passed 8-0.

7. **West Plains** – Dr. Drew Bennett, Chancellor of the West Plains campus, welcomed the Board to the West Plains campus. He then introduced Ms. Rosemary Driscoll, a West Plains student from Brandsville, Missouri. Ms. Driscoll is “making her Missouri statement moment” by carrying on a family tradition as one of five siblings that have attended Missouri State University – West Plains campus in their pursuit of higher education. Ms. Driscoll shared the importance of being involved on campus noting that she regularly attends events, is a student worker and recently participated in a European trip through the William and Virginia Darr Honors program. She will be spending the upcoming fall semester studying abroad in Dalian, China. Attending Missouri State University – West Plains was not the big city change she planned her senior year of high school, but it has been an incredible new beginning and is providing endless possibilities for her future.

Mr. Jerry Trick, Assistant Professor of Mathematics and Chairperson of the Faculty Senate – West Plains, reported that the faculty ended the year by wrapping up work on the long-range plan, instituting the new mission statement and preparing for the upcoming Higher Learning Commission (HLC) review. He reported that students are now able to take approximately 80% of the course work required for bachelors in education while on the West Plains’ campus and this past year, several new classes were offered with additional courses on the horizon. Last, Mr. Trick shared that members of faculty senate recently donated funds toward the new emeritus display located on the second floor of Melton Hall.

Ms. Laurie Wall, Registrar and Chairperson of the Staff Senate – West Plains, provided an update on recent events on campus. With the recent flood, she shared that staff members donated items to flood victims including food and supplies along with donating time for childcare and community clean up.

Mr. Douglas Cooley, President of the West Plains Student Government Association, and Ms. Maddy Wiehe, Vice President of the West Plains Student Government Association, reported they are preparing for the students welcome week in August. They recently started Star Orientations and are looking at recruitment for student government association as well as student involvement, accessibility, and increased diverse activities campus wide.

Dr. Bennett then asked for approval of memorandum of understanding between Missouri State University – West Plains, the City of West Plains, and the West Plains R-7 School District concerning the use of a facility owned by the City of West Plains and housing the Greater Ozarks Center for Advanced technology, where courses and programs offered both solely by Missouri State University – West Plains and in cooperation with the West Plains R-7 School District’s South Central Career Center will be located (West Plains Agreement No. 51-17). Ms. Carol Silvey made a motion and Mr. Spears seconded it.

Motion passed 8-0.

8. **Academic Affairs:**

- A. **Faculty Senate Report** – Dr. Cynthia MacGregor, Chairperson of the Faculty Senate, shared her view of Faculty Senates responsibilities. She then gave an overview of her platform and Faculty Senate’s focus for this year. This will include the creation of ad

hoc committees to investigate reducing graduation requirements, personnel hiring trends at the University, policy review and improving faculty voice in university decision-making.

- B. Report from the Provost** – Dr. Frank Einhellig, Provost, recommended approval of the proposed faculty handbook revisions, handbook sections 3.3.1; 3.10; 3.11; 6.6.6; 6.6.7.2; 6.6.7.3; 6.6.7.4; 6.6.7.5; 8.1 and 11.5 (Faculty Policy No. 138-17). A motion was made by Ms. Miller and seconded by Ms. Silvey.

Motion passed 8-0.

Mr. Matt Morris, Vice President for Administrative Services, recommended approval of amendments to the employee handbook for administrative, professional and support staff employees and related policies (Human Resources No. 1558-17). Moved and seconded, respectively, by Mr. Craig Frazier and Mr. Spears.

Motion passed 8-0.

Dr. Einhellig asked for approval of resolution for new program – Master of Athletic Training (Curriculum No. 383-17). Mr. Frazier so moved, receiving the second of Ms. Tergin.

Motion passed 8-0.

Dr. Einhellig then highlighted student research forums, noting the high impact of these student experiences through engagement in research projects with faculty and their peers. Three forums were recently held where students gave both oral and poster presentations.

- 9. Facilities and Equipment** – Mr. Matt Morris, Vice President for Administrative Services, recommended the approval of consultant and authority to enter into an agreement for professional services of TreanorHL in conjunction with the renovation of Woods House (Agreement No. 390-17) for a fixed fee of \$855,000 plus reimbursable expenses. Moved and seconded, respectively, by Ms. Silvey and Mr. Spears.

Motion passed 8-0.

10. Student Affairs:

- A. Report from the Student Body President** – Mr. Brandon McCoy, Student Body President, reported that he and Ms. Caitlin Schaefer, Student Body Vice President, have been collaborating with student body presidents and vice presidents at public universities across Missouri to create a coalition to make the case for higher education in the state of Missouri. The Cabinet is working on a virtual tour of campus, security upgrades, public affairs service projects, internal rebranding and welcoming students back to campus.

11. **Staff Senate Report** – Mr. Ryan Wilson, Chairperson of the Staff Senate, reported that the staff satisfaction survey has been completed with overall staff satisfaction rated high. Our biggest area of opportunity continues to be staff compensation. Our biggest strengths continue to be non-pecuniary benefits, namely leave benefits and staff comradery. The shared leave committee is also a point of pride, which was originally a staff senate initiative. Mr. Wilson then thanked individuals for their support during the past year and introduced the incoming chair, Mr. Rob Moore, Associate Director for Financial Aid, and the chair elect, Mr. Jonathan Lee, Senior Systems Analyst.

Mr. Morris then offered commendation to Ryan Wilson for service as Staff Senate Chair. A motion was made by Mr. Spears and seconded by Mr. Frazier.

Motion passed 8-0.

12. **New Business** – Ms. Fry shared that the Board had received a thank you note from a member of the faculty for receiving an excellence in public affairs award. The Board also received thank you notes from two students who are Board of Governor Scholarship recipients. She noted how nice it is to receive hand written thank you notes.
13. **Closed Meeting** – It was determined that the Board of Governors needed to meet in a closed session to consider items of business provided in the Revised Statutes of Missouri. Ms. Fry asked if a resolution authorizing a closed meeting of the Board was prepared. Thereupon, the following resolution was presented for consideration:

BE IT RESOLVED by the Board of Governors for Missouri State University that a closed meeting, with closed records and closed vote, be held during a recess of this June 23, 2017, meeting of the Board of Governors to consider items of business pursuant to:

- A. R.S.Mo. 610.021 (3). “Hiring, firing, disciplining or promoting of particular employees by 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,...”

Mr. Gore 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 Frazier, Fry, Gore, Hoven, Miller, Seal, Silvey, Spears, and Tergin; those voting against the motion – none.

Ms. Fry declared the resolution passed unanimously. The open meeting was recessed at 2:35 p.m. to go into closed session.

The open meeting reconvened at 4:37 p.m.

14. **Date of Next Meeting** – The date of the next scheduled meeting was set for Thursday, August 3, at 8:30 a.m. at the Jordan Valley Innovation Center, 7th Floor, in Springfield, Missouri.
15. **Adjournment** – Ms. Fry adjourned the meeting at 4:37 p.m., on the motion of Ms. Silvey, the second of Mr. Spears, and the unanimous vote of the Board.



Kristan Gochenauer
Secretary to the Board

III.A.1.

RECOMMENDED ACTION – Approval of FY2017-2018 Employment Agreements for Athletics Administrators and Coaches.

The following resolution was moved by _____
and seconded by _____

WHEREAS, the University desires to continue its employment of the individuals referenced in the attached Exhibits A; and

WHEREAS, the Athletics Employment Agreement Terms and Conditions referenced in Exhibits B.

NOW, THEREFORE, BE IT RESOLVED that the Board of Governors of Missouri State University approves and authorizes the President to execute the attached FY2017-2018 Employment Agreements for Athletics Administrators and Coaches.

VOTE: **AYE** _____
 NAY _____

Comments:

The salary for Assistant Coach of Baseball, Paul Evans, increased by \$6,000.00 annually. These funds were reallocated from the unused Assistant Coaches' Salary Fund.

The salary for Assistant Coach of Volleyball, Jake Barreau is increased by \$12,341.00 annually. These funds were also relocated from the unused Assistant Coaches' Salary Fund. Additionally, his achievement pay for winning the Missouri Valley Conference Championship increased by \$300.00.

All salaries otherwise remain unchanged.

The contracts of Head Coaches include an achievement pay for achieving an Academic Progress Rate (APR) of 985 or higher in the amount of \$500.00.

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



Missouri State
UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – 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: Paul Evans

Position: Assistant Coach

Sport: Baseball

Term: July 1, 2017-June 30, 2018

Compensation: \$69,846


Achievement Payments:

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

Other Benefits and Incentives:

Coach may participate in camps and/or clinics

COACH



Paul Evans

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

6-27-17

Date

Date

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



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – OPERATIONS ASSISTANT, WOMEN’S BASKETBALL

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

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

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

Name of Coach: Ashley Houts
Position: Operations Assistant, Athletics
Sport: Women’s Basketball
Term: July 5, 2017 - June 30, 2018
Compensation: \$15.75 hourly

Achievement Payments:

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

Other Benefits and Incentives:

ASSISTANT COACH

BOARD OF GOVERNORS
MISSOURI STATE UNIVERSITY

Ashley Houts, Operations Assistant-WBB

Clifton M. Smart III
President

7-5-2017

Date

Date



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

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

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

Name of Coach: Jackie Stiles

Position: Assistant Coach

Sport: Women’s Basketball

Term: July 1, 2017 to June 30, 2018

Compensation: Base salary: \$84,575 annually
Promotional Compensation: \$20,000.00 annually funded by the Missouri State University Foundation in exchange for Ms. Stile’s agreement to perform additional duties to promote the University and make best efforts to raise private support for the Athletics Department of the University by making appearances before, and presentations to, the general public, alumni groups, booster groups and organizations, civic organizations, school districts and professional organizations for a reasonable number of dates and at mutually agreed upon times and dates (“Promotional Compensation”).

Achievement Payments:

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

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

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

ASSISTANT COACH

BOARD OF GOVERNORS
MISSOURI STATE UNIVERSITY

Jackie Stiles

Clifton M. Smart III
President

Date

Date



Missouri State UNIVERSITY

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

Name of Coach: Jonathan Harper

Position: Assistant Coach

Sport: Women’s Basketball

Term: July 1, 2017 – June 30, 2018

Compensation: \$81,661

Achievement Payments:

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

Other Benefits and Incentives:

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

ASSISTANT COACH

Jon Harper

Date 6/2/2017

BOARD OF GOVERNORS
MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

Date



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

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

Name of Coach: Jennifer Sullivan

Position: Assistant Coach

Sport: Women’s Basketball

Term: July 1, 2017 - June 30, 2018

Compensation: \$89,618

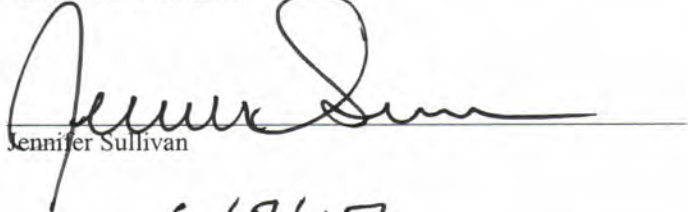
Achievement Payments:

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

Other Benefits and Incentives:

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

ASSISTANT COACH


Jennifer Sullivan

Date 6/7/17

BOARD OF GOVERNORS
MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

Date



Missouri State UNIVERSITY

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

Name of Coach: Cody Seidel

Position: Operations Assistant, Men’s Basketball

Sport: Men’s Basketball

Term: June 17, 2017-June 30, 2018

Compensation: \$34,454

Achievement Payments:

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

Other Benefits and Incentives:

COACH

Cody Seidel

5/21/17

Date

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

Date

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



Missouri State UNIVERSITY

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

Name of Coach: Keith Pickens

Position: Assistant Coach

Sport: Men’s Basketball

Term: June 3, 2017-June 30, 2018

Compensation: \$58,603 annually

Achievement Payments:

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

Other Benefits and Incentives:

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

COACH

Keith Pickens

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

5/31/17
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: Matthew W. Sligh

Position: Assistant Coach

Sport: Men’s Basketball

Term: July 1, 2017-June 30, 2018

Compensation: \$85,000 annually

Achievement Payments:

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

Other Benefits and Incentives:

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

COACH

MISSOURI STATE UNIVERSITY



 Matthew W. Sligh

 Clifton M. Smart III
 President

5/31/17

 Date

 Date

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



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

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Name of Coach: Corey Gipson

Position: Associate Coach

Sport: Men’s Basketball

Term: July 1, 2017-June 30, 2018

Compensation: \$105,000 annually

Achievement Payments:

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

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

6-7-17

Date

Date

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



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

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

Name of Coach: Sue Frederick

Position: Associate Head Coach

Sport: Softball

Term: July 1, 2017-June 30, 2018

Compensation: \$42,158

Achievement Payments:

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

Other Benefits and Incentives:

Coach may participate in camps and/or clinics

COACH

MISSOURI STATE UNIVERSITY

Sue Frederick

Clifton M. Smart III
President

5-31-17

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”).

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Name of Coach: Elizabeth (Beth) Perine

Position: Associate Head Coach

Sport: Softball

Term: July 1, 2017-June 30, 2018

Compensation: \$42,158

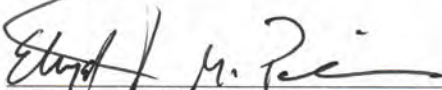
Achievement Payments:

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

Other Benefits and Incentives:

Coach may participate in camps and/or clinics

COACH


Elizabeth (Beth) Perine

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

Date

6.6.17

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”).

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Name of Coach: Charles Michael Seabolt

Position: Associate Head Coach

Sport: Men’s Soccer

Term: July 1, 2017-June 30, 2018

Compensation: \$29,948 annually

Achievement Payments:

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

Other Benefits and Incentives:

Coach may participate in camps and/or clinics

COACH

Charles Michael Seabolt

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

5/31/17

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”).

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Name of Coach: Kirk Nelson

Position: Associate Head Coach

Sport: Women’s Soccer

Term: July 1, 2017-June 30, 2018

Compensation: \$30,487 annually

Achievement Payments:

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

Other Benefits and Incentives:

Coach may participate in camps and/or clinics

COACH

Kirk Nelson

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

5/31/17

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”).

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Name of Coach: Chelsea Dirks-Ham

Position: Associate Head Coach

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

Term: July 1, 2017-June 30, 2018

Compensation: \$36,397

Achievement Payments:

\$800 Missouri Valley Conference (MVC) Championship and Mid-American Conference (MAC) Championship; or Missouri Valley Conference (MVC) Co-Championship and Mid-American Conference (MAC) Co-Championship; and \$200 per individual that qualifies and competes in NCAA Championship; and \$200 for any group of individuals (relay team) who qualifies and competes in the NCAA Championship

Other Benefits and Incentives:

Coach may participate in camps and/or clinics

COACH

MISSOURI STATE UNIVERSITY


Chelsea Dirks-Ham

Clifton M. Smart III
President

6/21/17
Date

Date

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



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

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

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

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

Name of Coach: James Huelskamp

Position: Assistant Coach

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

Term: July 1, 2017-June 30, 2018

Compensation: \$14.13/hour (part time)

Achievement Payments:

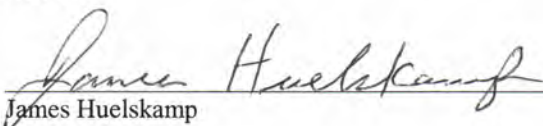
\$700 Missouri Valley Conference (MVC) Championship or Mid-American Conference (MAC) or MVC or MAC Co-Championship; and

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

Other Benefits and Incentives:

Coach may participate in camps and/or clinics

COACH


James Huelskamp

Date

June 20 2017

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

Date

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



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

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

Name of Coach: Jordan Fife

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

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

Term: July 1, 2017-June 30, 2018

Compensation: \$41,534

Achievement Payments:

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

Use of one (1) automobile

Camps and Clinics:

Coach may participate in camps and/or clinics

COACH

MISSOURI STATE UNIVERSITY



Jordan Fife

Clifton M. Smart III
President



Date

Date

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



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

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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: Jacob Barreau

Position: Assistant Coach

Sport: Volleyball

Term: July 1, 2017-June 30, 2018

Compensation: \$46,918

Achievement Payments:

\$1,400 Missouri Valley Conference (MVC) Regular Season Championship; or
\$700 for MVC Regular Season Co-Championship; and
\$1,000 for MVC Championship; and
\$700 per match played in NCAA Tournament

Other Benefits and Incentives:

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

COACH

MISSOURI STATE UNIVERSITY



Jacob Barreau

Clifton M. Smart III
President

7/5/17

Date

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: Chastity A. Hunt

Position: Senior Associate Athletics Director / SWA

Term: July 1, 2017 – June 30, 2018

Compensation: \$96,747

Achievement Payments:


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

Other Benefits and Incentives:

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

ADMINISTRATOR

MISSOURI STATE UNIVERSITY


Chastity A. Hunt

Clifton M. Smart III
President

5/31/17

Date

Date

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



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR

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Name of Administrator: Shamika Kentish

Position: Assistant Athletics Director for Compliance

Term: July 1, 2017 – June 30, 2018

Compensation: \$47,476 annually

Achievement Payments:

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

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

\$400 for each men’s and women’s team that advances to NCAA post season (excludes NIT/WNIT)

Other Benefits and Incentives:

ADMINISTRATOR



Shamika Kentish

5/31/2017

Date

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

Date

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



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR

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Name of Administrator: Melissa Goodman

Position: Assistant Athletics Director for Business Administration

Term: July 1, 2017 – June 30, 2018

Compensation: \$47,476 Annually

Achievement Payments:

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

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

\$400 For each men’s and women’s team that advances to NCAA post season (excludes NIT/WNIT)

Other Benefits and Incentives:

ADMINISTRATOR

MISSOURI STATE UNIVERSITY

Melissa Goodman

Clifton M. Smart III
President

5-31-2017

Date

Date

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



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR

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Name of Administrator: Megan Hofferth

Position: Director of Athletics Marketing and Promotions

Term: July 1, 2017 – June 30, 2018

Compensation: \$33,150

Other Benefits and Incentives:

ADMINISTRATOR

MISSOURI STATE UNIVERSITY

Megan Hofferth

Clifton M. Smart III
President

5/31/17

Date

Date

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



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR

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Name of Administrator: Richard Kindhart

Position: Assistant Athletics Director for Athletics Communications

Term: July 1, 2017 – June 30, 2018

Compensation: \$72,568

Achievement Payments:

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

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

\$400 For each men’s and women’s team that advances to NCAA post season (excludes NIT/WNIT)

Other Benefits and Incentives:

ADMINISTRATOR


Richard Kindhart

6/1/17
Date

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

Date

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



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR

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Name of Administrator: Benjamin Adamson

Position: Assistant Director for Athletics Communications

Term: July 1, 2017 – June 30, 2018

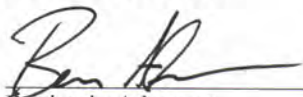
Compensation: \$47,476

Achievement Payments:

\$500 Regular Season Championship in Football, Volleyball, Men’s or Women’s Basketball, or
\$250 Regular Season Championship or Co-Championship in any other men’s or women’s sports, and
\$250 for each men’s and women’s team that advances to NCAA post season (excludes NIT/WNIT)

Other Benefits and Incentives:

ADMINISTRATOR



Benjamin Adamson

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

6-5-17

Date

Date

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



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR

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Name of Administrator: Eric R. Doennig

Position: Assistant Director for Athletics Communications

Term: July 1, 2017 – June 30, 2018

Compensation: \$47,476

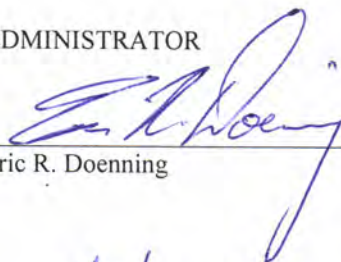
Achievement Payments:

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

Other Benefits and Incentives:

ADMINISTRATOR

MISSOURI STATE UNIVERSITY


Eric R. Doennig

Clifton M. Smart III
President

5/31/17

Date

Date

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



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR

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Name of Administrator: Daniel Raines

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

Term: July 1, 2017 – June 30, 2018

Compensation: \$51,116

Achievement Payments:

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

Other Benefits and Incentives:

ADMINISTRATOR

MISSOURI STATE UNIVERSITY

Daniel L Raines

Clifton M. Smart III
President

Daniel Raines

Clifton M. Smart III
President

8/31/17

Date

Date

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



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR

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Name of Administrator: Carla Morton

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

Term: July 1, 2017 – June 30, 2018

Compensation: \$29,872

Achievement Payment(s):

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

ADMINISTRATOR

MISSOURI STATE UNIVERSITY

Carla Morton

Clifton M. Smart III
President

Date

Date

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



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR

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Name of Administrator: Adja Jones

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

Term: July 1, 2017 – June 30, 2018

Compensation: \$32,171

Achievement Payment(s):

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

ADMINISTRATOR

MISSOURI STATE UNIVERSITY

Adja Jones

Adja Jones

Clifton M. Smart III
President

6-21-17

Date

Date

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



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR

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Name of Administrator: Michelle Martin

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

Term: July 1, 2017 – June 30, 2018

Compensation: \$36,324

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

ADMINISTRATOR

MISSOURI STATE UNIVERSITY



Michelle Martin

Clifton M. Smart III
President

6/22/17

Date

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”).

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Name of Administrator: James Penkalski

Position: Director of Athletics Medical and Rehabilitation Services

Term: July 1, 2017 – June 30, 2018

Compensation: \$69,917


Achievement Payments:

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

Other Benefits and Incentives:

ADMINISTRATOR

MISSOURI STATE UNIVERSITY



James Penkalski

Clifton M. Smart III
President

6/22/17

Date

Date

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



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR

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Name of Administrator: Kristian Stewart

Position: Athletic Trainer for Athletics Medical and Rehabilitation Services

Term: July 5, 2017 – June 30, 2018

Compensation: \$38,908

Achievement Payments:

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

Other Benefits and Incentives:

The University agrees to reimburse Kristian Stewart up to \$2,000 for documented expenses associated with the relocation to Springfield, Missouri, including but not limited to packing, unpacking and moving expenses/fees for household items.

ADMINISTRATOR

MISSOURI STATE UNIVERSITY

Kristian Stewart
Kristian Stewart

Clifton M. Smart III
President

June 6, 2017
Date

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”).

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Name of Administrator: Steve Sawchak

Position: Athletic Trainer, Athletic Medical and Rehabilitation Services

Term: July 1, 2017 – June 30, 2018

Compensation: \$47,585

Achievement Payments:

\$500 Regular Season Championship in Football; or

\$250 MVC Championship in Football; and

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

\$250 for each men’s or women’s team that advances to the NCAA Tournament (excludes NIT/NIT)

Other Benefits and Incentives:

ADMINISTRATOR



Steve Sawchak

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

6/6/17

Date

Date

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



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR

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Name of Administrator: Tyler Landgraf

Position: Athletic Trainer, Athletic Medical and Rehabilitation Services

Term: July 1, 2017 – June 30, 2018

Compensation: \$41,190

Achievement Payments:

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

Other Benefits and Incentives:

ADMINISTRATOR

MISSOURI STATE UNIVERSITY

Tyler Landgraf

Clifton M. Smart III
President

Date

Date

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



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR

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Name of Administrator: Susan Atkinson

Position: Athletic Trainer, Athletic Medical and Rehabilitation Services

Term: July 1, 2017 – June 30, 2018

Compensation: \$38,594

Achievement Payments:

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

Other Benefits and Incentives:

ADMINISTRATOR



Susan Atkinson

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

5/31/17

Date

Date

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



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR

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Name of Administrator: Mitchell Hauschildt

Position: Prevention, Rehabilitation and Physical Performance Coordinator

Term: July 1, 2017 – June 30, 2018

Compensation: \$47,108

Achievement Payments:

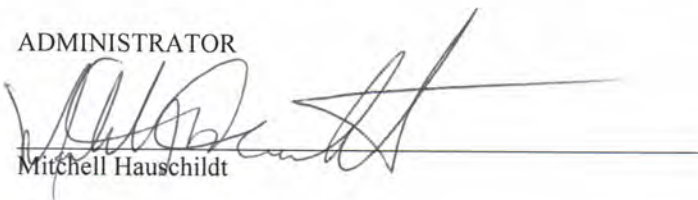
\$500 Regular season championship, co-championship or MVC championship in Volleyball, Men’s or Women’s Basketball or Football;

\$250 for each regular season conference championship, co-championship, or MVC tournament championship in any men’s or women’s sport; and

\$250 for each men’s or women’s team that advances to NCAA post-season competition (excludes NIT/WNIT).

Other Benefits and Incentives:

ADMINISTRATOR



Mitchell Hauschildt

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

5/31/17

Date

Date

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



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR

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Name of Administrator: Shannon Derricks

Position: Assistant Director of Athletics Medical and Rehabilitation Services

Term: July 1, 2017 – June 30, 2018

Compensation: \$51,918


Achievement Payments:

- \$500 Regular Season Championship or Co-Championship in Volleyball; or
- \$250 MVC Championship in Volleyball; and
- \$250 for each championship or co-championship in any other men’s or women’s sport; and
- \$250 for each men’s or women’s team that advances to the NCAA Tournament (excludes NIT/WNIT)

Other Benefits and Incentives:

ADMINISTRATOR

MISSOURI STATE UNIVERSITY


Shannon Derricks

Clifton M. Smart III
President

6/7/17
Date

Date

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



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR

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

Name of Administrator: Jeremiah Frey

Position: Director of Strength and Conditioning Coach

Term: July 1, 2017 – June 30, 2018

Compensation: \$48,117

Achievement Payments:

\$500 for each regular season conference championship or co-championship in Baseball, Softball, Volleyball W. Track and Field and Cross Country, Men’s Soccer, W. Soccer and Swimming and Diving; and
\$250 for each MVC or MAC conference championship Volleyball, Baseball, Softball, W. Track and Field and Cross Country, Men’s Soccer, W. Soccer and Swimming and Diving; and
\$250 if Baseball, Volleyball, Softball, W. Track and Field and Cross Country, Men’s Soccer, W. Soccer and Swimming and Diving advances to NCAA post-season competition (excludes NIT/WNIT).

Other Benefits and Incentives:

ADMINISTRATOR

MISSOURI STATE UNIVERSITY

Jeremiah Frey

Clifton M. Smart III
President

Date

5/31/17

Date

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



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR

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

Name of Administrator: Adam Lang

Position: Assistant Strength and Conditioning Coach

Term: July 1, 2017 – June 30, 2018

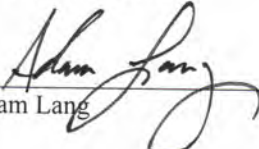
Compensation: \$40,800

Achievement Payments:

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

Other Benefits and Incentives:

ADMINISTRATOR



Adam Lang

6-1-17

Date

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

Date

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



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR

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Name of Administrator: Brice Cox

Position: Associate Strength and Conditioning Coach, M Basketball and M and W Golf

Term: July 1, 2017 – June 30, 2018

Compensation: \$40,000 annually

Achievement Payments:

\$500 Regular Season Championship in Men’s Basketball; Men’s or Women’s Golf; or \$250 for each MVC Championship or MVC Co-Championship in Men’s Basketball or Men’s or Women’s Golf; and \$250 if Men’s Basketball, Men’s Golf and Women’s Golf advances to the NCAA Tournament (excludes NIT)

Other Benefits and Incentives:

ADMINISTRATOR

MISSOURI STATE UNIVERSITY



Brice Cox

Clifton M. Smart III
President



Date

Date

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



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – HEAD COACH

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

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

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

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

Name of Coach: Kevin Kane

Position: Head Coach

Sport: Women’s Golf

Term: July 1, 2017 – June 30, 2018

Compensation: \$40,148

Achievement Payments:

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

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

\$700 if team competes in NCAA Tournament; and

\$400 per individual that qualifies for NCAA Tournament

Other Benefits and Incentives:

Coach may participate in camps and/or Clinics

Use of one (1) automobile

COACH

Kevin Kane

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

Date

Date

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



Missouri State
UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – HEAD COACH

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

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

Name of Coach: Neal Stafford

Position: Head Coach

Sport: Men’s Golf

Term: July 1, 2017 – June 30, 2018

Compensation: \$32,235

Achievement Payments:

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

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

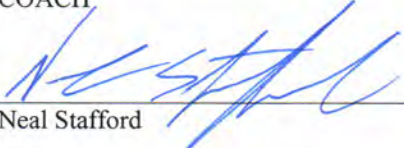
\$700 if team competes in NCAA Tournament; and

\$400 per individual that qualifies for NCAA Tournament

Other Benefits and Incentives:

Coach may participate in camps and/or Clinics

COACH



Neal Stafford

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

6-20-17

Date

Date

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



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – HEAD COACH

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

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

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

Name of Coach: Jonathan Leamy

Position: Head Coach

Sport: Men’s Soccer

Term: July 1, 2017 – June 30, 2018

Compensation: \$61,252

Achievement Payments:

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

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

Other Benefits and Incentives:

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

COACH

MISSOURI STATE UNIVERSITY

Jonathan Leamy

Clifton M. Smart III
President

Date

Date

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



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – HEAD COACH

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

Name of Coach: Rob Brewer

Position: Head Coach

Sport: Women’s Soccer

Term: July 1, 2017 – June 30, 2018

Compensation: \$52,314

Achievement Payments:

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

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

Other Benefits and Incentives:

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

COACH

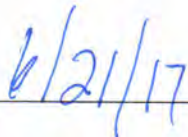


Rob Brewer

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

Date



Date

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



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – HEAD COACH

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

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

Name of Coach: David Collins

Position: Head Coach

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

Term: July 1, 2017 – June 30, 2018

Compensation: \$62,384

Achievement Payments:

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

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

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

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

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

Other Benefits and Incentives:

Coach may participate in camps and/or clinics

Use of one (1) automobile

COACH

David Collins

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

Date

6/21/17

Date

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



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – HEAD COACH

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

Name of Coach: Mallory Weber

Position: Head Coach

Sport: Women’s Tennis

Term: July 1, 2017-June 30, 2018

Compensation: \$36,887 annually

Achievement Payments:

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

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

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

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

\$500 achievement pay for w. tennis team meeting or exceeding the current NCAA-calculated APR score

Other Benefits and Incentives:

Coach may participate in camps and/or Clinics

COACH

Mallory Weber

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

Date

Date

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



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – HEAD COACH

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

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

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

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

Name of Coach: Terri Del Conte

Position: Head Coach

Sport: Women’s Beach Volleyball

Term: June 5, 2017 – June 30, 2018

Compensation: \$25,500

Achievement Payments:

\$1,400 Regular Season Championship or Regular Season Co-Championship; and \$700 for each game played in the NCAA Tournament

Other Benefits and Incentives:

Coach may participate in camps and/or Clinics

COACH

Terri Del Conte

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

Date

Date

6/6/17

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



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – HEAD COACH

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

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

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

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

Name of Coach: Holly Hesse

Position: Head Coach

Sport: Softball

Term: July 1, 2017 – June 30, 2018

Compensation: \$72,910 annually


Achievement Payments:

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

Other Benefits and Incentives:

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

COACH



Holly Hesse

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President



Date

Date

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



Missouri State
UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – HEAD COACH

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

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

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

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

Name of Coach: Ron Boyce

Position: Director of W. Track and Field and W. Cross Country

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

Term: July 1, 2017 – June 30, 2018

Compensation: \$74,298

Achievement Payments:

\$500 should the track and field or cross country team NCAA calculated academic progress rate report (APR) meet or exceed the NCAA APR score of 985.

\$1,400 for each regular season team conference championship or co-championship in women’s indoor or outdoor track and field; and

\$700 for regular season team conference championship or co-championship in women’s cross country; and

\$700 for the team competing in the NCAA women’s cross country championships; and

\$250 for each individual that qualifies for the NCAA Cross Country Championships; and

\$400 for each individual that qualifies and competes in a one person event in the NCAA women’s indoor or outdoor track and field championships; and

\$400 for each group of individuals that qualifies and competes in a recognized team event in the NCAA women’s indoor or outdoor track and field championships.

Other Benefits and Incentives:

Coach may operate camps and/or clinics

Use of one (1) automobile

COACH

Ron Boyce

Date

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

Date

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

ATHLETICS EMPLOYMENT AGREEMENT TERMS AND CONDITIONS – HEAD COACH

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

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

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

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

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

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

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

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

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

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

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

- a. Participating student-athletes shall deport themselves with honesty and sportsmanship at all times so that intercollegiate athletics as a whole, the institution, and they as individuals, shall represent the honor and dignity of fair play and the generally-recognized high standards associated with wholesome, competitive sports.
- b. Staff members of the University’s Athletics Department shall not accept compensation or gratuities of any kind whatsoever, either directly or indirectly, for representing a professional sports organization in the scouting or contacting of athletics talent or the negotiating of a contract. In this regard, any compensational arrangement between a professional sports organization and the University’s staff member (e.g., for scouting other professional teams or assisting the professional employer in coaching his or her team) shall be considered *prima facie* evidence of an indirect arrangement to assure the staff member’s assistance in evaluating or procuring college talent.
- c. Staff members of the University, or others serving on NCAA committees or acting as consultants, shall not, directly or by implication, use the NCAA’s name or their affiliation with the NCAA in the endorsement of products or services.
- d. Staff members of the University’s Athletics Department shall not knowingly participate, directly or indirectly, in the management, coaching, officiating, supervision, promotion or player selection or any all-star contest involving student-athletes which is not certified by the NCAA’s Extra Events committee.
- e. Staff members of the University’s Athletics Department shall not represent, directly or indirectly, a student-athlete in the marketing of athletics ability or reputation to a professional sports team or professional sports organization, and shall not receive compensation or gratuities of any kind, directly or indirectly, for such services.
- f. Coach is required to provide a written detailed account annually to the University President for all athletically related income and benefits from sources outside the institution. In addition, the approval of all athletically related income and benefits shall be consistent with the institution’s policy related to outside income and benefits applicable to all full-time or part-time employees. Sources of such income shall include, but are not limited to, the following:
 - Income from annuities;
 - Sports camps;
 - Housing benefits (including preferential housing arrangements);
 - Country club memberships;
 - Complimentary ticket sales;
 - Television and radio programs; and
 - Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

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

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

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.

ATHLETICS EMPLOYMENT AGREEMENT TERMS AND CONDITIONS – ASSISTANT COACH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III.A.2.

RECOMMENDED ACTION – Approval of Employment Contract of Melissa Stokes, Head Coach, Women’s Volleyball.

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

WHEREAS, the University desires to continue to employ Melissa Stokes as Missouri State University’s Head Coach for Women’s Volleyball and Coach Stokes desires to accept such employment as set forth in the Employment Agreement attached hereto as Exhibit A;

BE IT RESOLVED that the Board of Governors of Missouri State University approves and authorizes the Chair to execute the attached Employment Contract for Coach Stokes.

VOTE: **AYE** _____

NAY _____

Comments:

The contract includes the following terms:

- Five (5) year contract in effect July 1, 2017 – June 30, 2023.
- Salary - \$112,157.00 annually. This is a \$10,000.00 annual increase over her 2016-2017 salary, which increase is funded by reallocation of funds from a position that will not be filled.
- The contract also adds \$2,500 as an achievement pay, if Stokes is named MVC Coach of the Year.

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered by and between the BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY (“University”) and MELISSA STOKES (“Coach Stokes”), and is effective as of July 1, 2017 (“Effective Date”).

WHEREAS, Coach Stokes is currently employed as the head coach of the University’s intercollegiate women’s volleyball program under an Employment Contract that was effective July 1, 2011 (“Prior Agreement”); and

WHEREAS, the parties desire to terminate the Prior Agreement and replace it with this Agreement as of the Effective Date.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, the parties agree to the following terms and conditions:

1. Term of Employment

The University does hereby employ Coach Stokes as head coach of the University’s intercollegiate volleyball team (“Team”) for a term commencing on July 1, 2017, and continuing through June 30, 2023 (“Initial Term”), subject to renewal, cancellation, or termination under the terms and conditions provided in this Agreement.

2. Duties

During each year that the Agreement is in effect, Coach Stokes shall be responsible for fulfilling the following duties:

(a) **Head Volleyball Coach.** Coach Stokes shall serve the University as its Head Volleyball Coach, and shall at all times devote her whole time, attention, and energies to the conduct and coaching of the intercollegiate women’s volleyball program on behalf of the

University, and to the administration and management of her coaching staff, and shall do and perform all services, acts, and things connected therewith as the Director of Athletics for the University, or his designee, shall from time-to-time direct, which are of a nature customarily and properly belonging to the duties of a Head Volleyball Coach at a college or university.

(b) Other Activities Permitted. Notwithstanding any other language in the Agreement, Coach Stokes shall be permitted to conduct summer volleyball camps or clinics for her sole benefit as further described herein. In addition, Coach Stokes shall be permitted to earn additional outside income through promotional endorsements and contracts, speaking engagements, and other third party opportunities so long as such activities are not inconsistent with the Employment Contract, or NCAA regulations, and with the prior written approval of the Director of Athletics, which approval shall not be unreasonably withheld.

3. Compensation

Commencing on July 1, 2017, the University shall pay Coach Stokes the following compensation:

(a) Base Salary. On an annual basis, the University shall pay Coach Stokes One Hundred and Twelve Thousand One Hundred and Fifty-Seven Dollars (\$112,157.00) (i.e., Nine Thousand Three Hundred Forty-Six Dollars and Forty-Two Cents (\$9,346.42) per month, base monthly rate, before withholdings) (“Base Salary”).

(b) Payment Via University’s Standard Payroll Procedure. Coach Stokes’ salary shall be paid in equal sums at such intervals as the University has established for its payroll procedure, less applicable taxes and withholdings.

(c) Base Salary as Total Guaranteed Compensation. The compensation specified in Section 3(a) represents the total guaranteed compensation due and owing Coach Stokes in consideration of her duties as the University’s Head Volleyball Coach and employment with the

University

(d) **Eligibility for Incentive Payments.** Coach Stokes shall be eligible for additional incentive payments as specified in Section 6.

4. **Additional Entitlements**

In addition to the compensation described in Section 3, Coach Stokes shall receive all benefits and privileges accorded the University administrative, professional and staff employees, such as, but not limited to, paid vacation, sick leave, workers compensation, Missouri State Employees Retirement System (“MOSERS”), hospitalization/medical insurance, life insurance, long-term disability insurance, and other benefits established by the Board of Governors will likewise be accorded to Coach Stokes. It is agreed that the terms and conditions in the Faculty Handbook will not be regarded as a part of the Agreement, and that Coach Stokes is not on tenure-track and is not receiving tenure.

5. **Volleyball Camp(s)**

University acknowledges that it is in the interest of the University to have a volleyball camp(s) during the summer. In this regard, Coach Stokes may conduct annual volleyball camp(s), and if so for her own benefit and the University shall make available University facilities for that purpose, subject to the following provisions, as long as the Agreement remains in effect and is not canceled or terminated.

(a) **Insurance Obligations.** Coach Stokes agrees to secure commercial general liability insurance to cover the operation of the camp. Except as contemplated by Section 5(f) below, such policy limits insurance shall be in amounts no less than Five Hundred Thousand Dollars (\$500,000) per person, and Two Million Dollars (\$2,000,000) in the aggregate, with the Board of Governors of Missouri State University named as an additional insured. No such

insurance shall be construed to constitute a waiver of any sovereign, governmental or official immunity. Coach Stokes agrees to increase the liability limits if requested by the University as a result of a change in Missouri law.

(b) Mandated Reporter Training. Coach Stokes will attend and require her staff to attend any University-required mandated reporter trainings prior to conducting any volleyball camps.

(c) Use of University's Athletic Facilities. Coach Stokes shall be entitled to use the Hammons Student Center, including the courts and locker rooms, in conducting volleyball camps under this Section 5. Other University athletic facilities may also be used in conducting volleyball camps, subject to scheduling and availability of these other athletics facilities. Coach Stokes shall work with the University's Director of Athletics, or his designee to schedule use of these other athletic facilities.

(d) Use of University's Housing System. Coach Stokes shall be given access to the University's residency housing system for use in conjunction with the volleyball camps, provided that she shall pay the daily summer rate charges of Fifteen Dollars (\$15.00) per person for housing (including linens) in the summer of 2017. The University agrees to provide Coach Stokes with notice of any increase in residence hall rates for the subsequent year by the preceding December 31.

(e) No Guarantee as to Number of Camp Participants. Coach Stokes does not guarantee any number of volleyball camp participants or enrollees.

(f) United States Volleyball Association Junior Olympic Program. Volleyball camps may include Coach Stokes' conduct of a United States Volleyball Association ("Junior Olympic") Program on a year-round basis, including use of University facilities for practices and

tournaments, provided that Coach. Stokes maintains for all practice or tournament events personal injury insurance coverage of at least \$1,000,000 per occurrence. It is understood that use of University vehicles is not permitted to transport Junior Olympic players. Moreover, Coach Stokes will reimburse University any additional rental fees or charges incurred by the University for use of facilities as a result of the Junior Olympic Program.

(g) **Registration Fee, Revenue for Volleyball Camps.** The registration fee for each enrollee shall be established by Coach Stokes. Coach Stokes shall be allowed to retain all revenues and income generated by such camp.

(h) **Use of University Name, Logo in Camp Brochures.** Coach Stokes may use the University names, logos, and depictions in brochures and similar camp documentation.

(i) **Audit Right of University.** As it is the responsibility of the University to ensure that, it is meeting NCAA rules-compliance responsibilities concerning sports camps, Coach Stokes shall provide all camp records to athletics administrators or other university administrators when requested, or as otherwise required by law. Examples of such records may include, without limitation, rosters, applications, free or discounted admissions, bank statements, expense records, and payroll records.

6. **Other Compensation and Expenses**

(a) **Achievement Payments.** Subject to Section 7, Coach Stokes shall be entitled to receive certain payments (before taxes) if the Team performs to certain levels of achievement, in consideration of the additional effort and contributions of Coach Stokes in obtaining such achievements.

(i) **Academic Progress Rate (“APR”).** Coach Stokes shall be paid the amount of Two Thousand Five Hundred Dollars (\$2,500.00) for each year that the Team’s NCAA

calculated APR meets or exceeds the NCAA APR Multiyear Cut Score.

(ii) MVC Conference Championship. In the event that the Team finishes a season as champion of the Missouri Valley Conference (“MVC”) (or any other conference in which University’s Team becomes a member), an additional Three Thousand Dollars (\$3,000.00) will be paid to Coach Stokes.

(iii) MVC Conference Co-Championship. In the event that the Team finishes a season as co-champion in the MVC (or any other conference in which University’s Team becomes a member), an additional Two Thousand Dollars (\$2,000.00) will be paid to Coach Stokes.

(iv) MVC Post-Season Tournament Championship. In any season that the Team wins the MVC’s post-season tournament championship (or the post-season tournament championship of any other conference in which University’s Team becomes a member), an additional Two Thousand Dollars (\$2,000.00) will be paid to Coach Stokes.

(v) NCAA Post-Season Championship Tournament. In any season that the Team competes in the NCAA volleyball post-season championship tournament, an additional Two Thousand Dollars (\$2,000.00) per match played by the Team will be paid to Coach Stokes.

(vi) MVC Coach of the Year. In any season that Coach Stokes is named the MVC Coach of the Year by the MVC coaches or the MVC media, she will receive an additional Two Thousand Five Hundred Dollars (\$2,500.00).

(vii) Season Ticket Sales. In any single season that 350 or more volleyball season tickets are sold, an additional Five Hundred Dollars (\$500.00) will be paid to Coach Stokes.

(viii) Timing of Incentive Payments. All such achievement payments will be paid to Coach Stokes within thirty (30) days of the dates earned and shall be paid even if the Agreement is terminated by either party for any reason.

(b) Expense Allowance. All necessary and reasonable expenses incurred by Coach Stokes while recruiting or on official business for the University's volleyball a program will be paid to Coach Stokes, pursuant to University policy. Such expenses must be approved by the University's Director of Athletics upon presentation of expense vouchers and supporting documents, and such approval shall not to be unreasonably withheld.

(c) Use of Automobile. Coach Stokes shall be furnished with an automobile, pursuant to a lease agreement with the University, for her business and personal use as long as the University and/or the Missouri State University Foundation receives such a vehicle via a trade-out with an automobile dealer in relation to a membership in The Bears Fund. The terms of the lease agreement shall control the use, maintenance, and insurance applicable to such automobile.

7. Professional and Moral Conduct Required

It is understood that the University is a member institution of the NCAA, and that the University is employing Coach Stokes for the purpose of administering, conducting, and coaching the Team. Accordingly, Coach Stokes agrees that she will diligently conduct the volleyball program in full compliance with all NCAA regulations and codes of conduct and University policies, whether now existing or hereinafter enacted, including, but not limited to, the following:

(a) Coach Stokes will make best efforts to ensure that the Team's student-athletes comport themselves with honesty and sportsmanship at all times.

(b) Coach Stokes 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.

(c) Coach Stokes shall not knowingly participate in the management, coaching, officiating, supervision, promotion, or player selection of any all-star contest involving student-athletes which is not certified by the NCAA's Extra Events Committee.

(d) Except as is ordinarily done by a volleyball coach at a university, Coach Stokes shall not represent 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.

(e) Coach Stokes is required to provide a written detailed account annually to the University President for all athletically-related income and benefits from sources outside the University. 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; and
- Television and radio programs.

(f) Coach Stokes is responsible for overseeing and managing the annual budget allocated for the University's intercollegiate volleyball team in order to ensure both fiscal responsibility and that program expenditures do not exceed the allocated program budget. In the event that program expenditures exceed the program budget in a given fiscal year, neither Coach Stokes nor any assistant coaches for the University's intercollegiate volleyball team (including any

strength and conditioning coaches) will be eligible to receive any achievement payments contemplated by Section 6(a) for the applicable athletic season, and their salaries will be subject to review and possible withholding of across-the-board salary increases for the subsequent fiscal year. Moreover, Coach Stokes agrees that, notwithstanding any other provision of this Agreement, she may be subject to disciplinary action up to and including termination in the event that program expenditures exceed the allocated program budget.

8. Termination.

(a) **Termination Due to Expiration of Term.** If no extension of the Agreement beyond the Initial Term is made, this Employment Contract shall terminate as of the last day of the Initial Term (i.e., June 30, 2023).

(b) **Termination for Incapacity; Cause.** The Agreement may be terminated at any time during the term, by the University, upon the occurrence of any one of the following events:

(i) **Termination Due to Incapacity.** The Agreement shall terminate automatically if Coach Stokes becomes totally disabled within the meaning of the University's disability insurance for employees of Coach Stokes' staff classification so that she qualifies under the University's long-term disability plan, or if Coach Stokes becomes permanently disabled. "Permanently disabled" shall mean physical or mental incapacity of a nature which prevents Coach Stokes from performing her duties under the Agreement for a period of one hundred eighty (180) consecutive days. In the event termination occurs under this section due to permanent disability at a time when Coach Stokes' University disability plan benefits are not sufficient to fund her compensation during the one hundred eighty (180) day waiting period to qualify under the University's long-term disability plan, the University will supplement those benefits to insure Coach Stokes receives her full

compensation.

(ii) For just cause. The term “just cause” is defined as acts by Coach Stokes constituting or involving dishonesty, moral turpitude, conviction of a felony, major infractions of NCAA rules and regulations, prolonged absence from duty without the consent of the Athletic Director, and/or willful disregard for the welfare and safety of University’s student-athletes, which has resulted in serious injury or death. No termination of employment for alleged "just cause" shall occur without first giving Coach Stokes notice in writing of the cause alleged, and an opportunity to be heard.

(iii) Effect of Termination for Just Cause. In the event the University terminates Coach Stokes’ employment, under Section 8(b) (ii) above, Coach Stokes shall not be entitled to any further compensation following the date of such termination, unless otherwise agreed to in writing by the University. She will, however, be entitled to all compensation and achievement payments earned through the date of termination.

9. Cancellation

(a) Cancellation Without Cause by Coach Stokes. Coach Stokes may cancel this Agreement in any year between the end of the fall volleyball season and February 28 without any consideration or payment by giving notice in writing to the Director of Athletics. Should Coach Stokes cancel this Agreement at any other time, or otherwise fail to fulfill its terms prior to the end of then-current term, the University agrees to accept as damages from Coach Stokes a liquidated sum in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) for each full month remaining on this Employment Contract until the June 30 date following the resignation (not to exceed a maximum of 12 months), as it may be amended, it being agreed by the parties that such liquidated sum shall be appropriate as damages to the University in the case of such cancellation

by Coach Stokes, actual damages being difficult to determine. Said liquidated sum shall be paid within ninety (90) days following the notice of cancellation or breach by Coach Stokes, or within ninety (90) days of the date of Coach Stokes' first material failure to perform duties as required by this Agreement, whichever is earlier. Such liquidated sum shall be a full and complete settlement of all amounts due University as a result of said cancellation or breach of contract by Coach Stokes.

(b) Cancellation Without Cause by University. Notwithstanding any provision of this Agreement to the contrary, University may also elect to cancel this Agreement at the end of any contract year ("Cancellation Date") by notification to Coach Stokes in writing, on or before June 15 of any year of this Agreement, and in which case the Agreement shall terminate June 30 following the notice of cancellation. In the case of such cancellation, Coach Stokes shall be entitled to a liquidated sum in the amount of her monthly compensation (as established by Section 3(a)) for each full month remaining under this Agreement, until the June 30 date following the cancellation, it being agreed by the parties that such liquidated sum shall be appropriate as damages to Coach Stokes in the case of such cancellation by University, actual damages being difficult to determine. Said liquidated sum shall be paid by July 30 following the notice of cancellation. It is understood that cancellation does not require just cause or any cause. In the event of cancellation by the University, such liquidated sum will be accepted by Coach Stokes as a full and complete settlement of all amounts would otherwise be payable to her after the cancellation date. MOSERS retirement will not be paid on the liquidated sum. Standard payroll deductions for social security and income tax shall be withheld. Coach Stokes will also be paid on or before the Cancellation Date any and all amounts actually earned by Coach Stokes on or before the Cancellation Date. Nothing herein shall be construed as limiting University's ability and right to terminate the Agreement for cause according to the terms of Section 10. The parties remain free to negotiate, by

agreement, any other settlement amount or liquidated sum in the event of cancellation or alleged breach of this Agreement by either party, although they are not required to do so.

(c) Limitation of Liquidated Damages Payments. For the avoidance of doubt, should either Coach Stokes or University exercise their right to cancel this Agreement as set forth in Section 10(a) or 10(b), the liquidated sum due the other party shall be based on the number of months remaining on the Agreement, up to a maximum of thirty-six (36) months in the case of payment by the University and up to a maximum of twelve (12) months in the case of payment by Coach Stokes.

(d) Relief of Duties Upon Cancellation or Termination. Upon notification that employment will be terminated or that the Agreement will not be extended beyond its terms, Coach Stokes may be relieved by the Director of Athletics from some or all additional duties, and if so Coach Stokes shall utilize all available accrued vacation prior to the termination date.

10. Missouri Law

The laws of the State of Missouri shall govern this agreement, including the Missouri Sunshine Law, as set forth in Mo. Rev. Stat. § 610.010, *et. seq.* Coach Stokes acknowledges that the Agreement is a public document under the Missouri Sunshine Law, which the University may release without prior notice to her.

11. Assignment

The parties acknowledge and agree that this Agreement may be assigned to, and its benefits and duties assumed by, another party or parties only upon the mutual written consent to such assignment by the University and Coach Stokes.

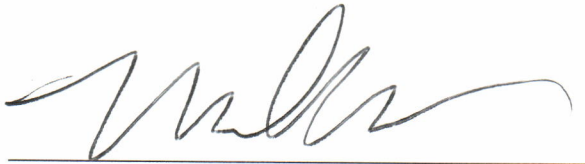
12. Entire Agreement

This Agreement constitutes the entire understanding between the parties, all previous oral and

written statements, negotiations, and prior employment contracts having been incorporated herein. It may only be amended by a writing signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement is effective as of the Effective Date first indicated above.

COACH STOKES



Melissa Stokes
Head Coach, Volleyball

**BOARD OF GOVERNORS
OF MISSOURI STATE UNIVERSITY**

Virginia Fry, Chair

III.A.3.

RECOMMENDED ACTION – Approval of First Addendum to Employment Contract of Keith Guttin, Head Coach, Baseball.

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

WHEREAS, the University desires to continue to employ Keith Guttin as Missouri State University’s Head Coach for Baseball, and Coach Guttin desires to accept such employment as set forth in the Employment Agreement attached hereto as Exhibit A;

BE IT RESOLVED that the Board of Governors of Missouri State University approves and authorizes the Chair to execute the attached First Addendum to Coach Guttin’s Employment Contract.

VOTE: AYE _____

NAY _____

Comments:

The term of Coach Guttin’s current contract is from July 1, 2015 through June 30, 2019. The Addendum revises the term to continue through June 30, 2020. The Addendum also adds \$500.00 achievement payment for meeting or exceeding the Academic Progress Rate Report (APR) score of 985 and \$2,500.00 achievement pay should Coach Guttin be named Missouri Valley Coach of the Year. The addendum revises the achievement pays for the NCAA Baseball Tournament.

Coach Guttin’s yearly salary will increase by \$6,000.00 from the previous contract, which increase will be funded by reallocation from the Unused Assistant Coaches’ Salary Fund.

The Addendum is revised to include a statement under Professional and Moral Conduct as it relates to overseeing and managing the annual budget for the baseball program.

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement (“First Amendment”) is entered by and between the Board of Governors of Missouri State University (“University”) and Keith Guttin (“Coach Guttin”) and is effective as of the 1st day of July, 2017 (“Effective Date”).

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

WHEREAS, pursuant to Section 1 of the Agreement, Coach Guttin was employed for a four (4) year term running from July 1, 2015 through June 30, 2019, and the parties desire to amend the Agreement in order to extend the Term through June 30, 2020; and

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

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

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

1. Term of Employment

The University does hereby employ Coach for a term from July 1, 2015 through June 30, 2020 (“Term”) as its Head Baseball Coach, subject to renewal, cancellation or termination, on the terms and conditions hereinafter provided. The parties agree to review the terms and conditions of the Agreement after the 2017-2018 intercollegiate baseball season.

2. Section 3(a), Base Salary, is hereby stricken in its entirety and replaced with the following:

- (a) **Base Salary.** On an annual basis, University shall pay Coach Guttin One Hundred Twenty-Three Thousand Seven Hundred and Seventy Dollars (\$123,770.00) (i.e., \$10,314.17 per month, base monthly rate, before withholdings) (“Base Salary”). For the duration of the Agreement, subject to Section 2(c) above, Coach Guttin shall also be entitled to any and all across-the-board salary increases provided to University’s other employees, including any across-the-board salary increases provided on or after July 1, 2017.

3. Section 6, Other Compensation and Incentives, shall be revised by renumbered and reordering Section 6(a)(iv), Timing of Incentive Payments, as Section 6(a)(vi).
4. Section 6, Other Compensation and Incentives, shall be revised by adding the following Section 6(a)(iv):
 - (iv) **Academic Progress Rate (“APR”).** Coach Guttin shall be paid the amount of Five Hundred Dollars (\$500.00) for each year that the Team’s NCAA calculated APR meets or exceeds the NCAA APR score of 985.
5. Section 6, Other Compensation and Incentives, shall be revised by adding the following Section 6(a)(v):
 - (v) **MVC Coach of the Year.** In any year that Coach Guttin is named the Missouri Valley Conference Coach of the Year by the MVC coaches or the MVC media, he will receive an additional Two Thousand Five Hundred Dollars (\$2,500.00).

NCAA Baseball Tournament. In the event the baseball team is invited to appear in the NCAA post season tournament, Coach Guttin will be paid \$700 for each game appearance in the NCAA Regional or \$5,000 if the team wins the NCAA Regional, and \$700 for each game in the NCAA Super Regional or \$10,000 if the teams wins the Super Regionals;\$10,000 if the teams advances to the NCAA College World Series, and \$50,000 if the team wins the NCAA College World Series.
6. Section 7, Professional and Moral Conduct Required, is amended by adding the following Section 7(g):
 - (g) Coach Guttin is responsible for overseeing and managing the annual budget allocated for the University’s intercollegiate baseball team in order to ensure both fiscal responsibility and that program expenditures do not exceed the allocated program budget. In the event that program expenditures exceed the program budget in a given fiscal year, neither Coach Guttin nor any assistant coaches for the University’s intercollegiate baseball team (including any strength and conditioning coaches) will be eligible to receive any achievement payments contemplated by Section 6(a) for the applicable athletic season, and their salaries will be subject to review and possible withholding of across-the-board salary increases for the subsequent fiscal year. Moreover, Coach Guttin agrees that, notwithstanding any other provision of this Agreement, he may be subject to disciplinary action up to and including termination in the event that program expenditures exceed the allocated program budget.

8. Section 10(b), Cancellation Without Cause by University, is hereby deleted in its entirety and replaced with the following:

(b) Cancellation Without Cause by University. Notwithstanding any provision of the Agreement to the contrary, University may also elect to cancel the Agreement in any year by notification to Coach Guttin in writing, on or before June 15 of any year of this Agreement, and in which case the Agreement shall terminate June 30 following the notice of cancellation. It is understood that cancellation does not require just cause or any cause. In the event of cancellation by University, Coach Guttin shall be entitled to a liquidated sum in the amount of Ten Thousand Three Hundred Fourteen Dollars and Seventeen Cents (\$10,314.17) for each full month remaining on this Agreement, it being agreed by the parties that such liquidated sum shall be appropriate as damages to Coach Guttin in the case of such cancellation by University, actual damages being difficult to determine. For example, if the University cancels the Agreement with twenty (20) months remaining, the liquidated damages for cancellation shall be Two Hundred Six Thousand Two Hundred and Eighty-Three Dollars and Forty Cents (\$206,283.40) (base monthly pay of \$10,314.17 X 20 months). Said liquidated sum will be paid within thirty (30) days following the Cancellation Date and will be in full and complete satisfaction of all amounts which would be otherwise payable to Coach Guttin after the cancellation date. MOSERS retirement will not be paid on the liquidated sum. Social Security (FICA, Medicare tax) only will be paid on said liquidated sum, and standard payroll deductions for Social Security and income tax will be withheld. Coach Guttin will also be paid on or before the Cancellation Date any and all amounts actually earned by Coach Guttin on or before the Cancellation Date.

9. Unless otherwise defined herein, all capitalized terms used within this First Amendment shall have the same meaning as originally ascribed to them in the Agreement.
10. Except as expressly provided herein, all original terms and conditions of the Agreement shall continue and remain in full force and effect.

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

COACH GUTTIN

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



Keith Guttin
Head Baseball Coach

Virginia Fry, Chair

III.B.1.

RECOMMENDED ACTION - Approval of Activity Report.

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

BE IT RESOLVED by the Board of Governors for Missouri State University that the attached Activity Report dated August 3, 2017, as presented by Business and Support Services, be accepted and approved.

VOTE: **AYE** _____

NAY _____

COMMENTS:

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

It is recommended that the attached report be approved.

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

August 3, 2017

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.

**Replace hallway door Project Budget
Grizzly House \$1,561.43**

A notice to proceed was issued to Feller Construction, Inc. in the amount of \$1,561.43. This project was issued under the FY17 Job Order Contract Services agreement. This project consists of expenses for replacing a broken door in the second floor hallway in the Grizzly House residence hall. The project budget has been established as follows:

Project Budget		
Consulting Fees	\$	0.00
Construction Contracts	\$	1,561.43
Project Administration		0.00
Construction Contingency		0.00
Furniture, Fixtures, & Equipment		0.00
Telecommunications		0.00
Relocation Costs		0.00
Total Project Budget	\$	1,561.43

This project is being funded through the West Plains Campus Grizzly House auxiliary budget.

**Repair exterior soffit Project Budget
Looney Hall \$1,842.70**

A notice to proceed was issued to Feller Construction, Inc. in the amount of \$1,842.70. This project was issued under the FY17 Job Order Contract Services agreement. This project consists of expenses for repairing the exterior soffit covering one of the entrances on the west side of Looney Hall. The project budget has been established as follows:

Project Budget		
Consulting Fees	\$	0.00
Construction Contracts	\$	1,842.70
Project Administration		0.00
Construction Contingency		0.00
Furniture, Fixtures, & Equipment		0.00
Telecommunications		0.00
Relocation Costs		0.00
Total Project Budget	\$	1,842.70

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

**Arbor Day Tree Planting Services
Campus Grounds at Lybyer Enhanced Technology Center**

**Project Budget
\$707.26**

A notice to proceed was issued to Feller Construction, Inc. in the amount of \$707.26. This project was issued under the FY17 Job Order Contract Services agreement. This project consists of expenses for use of heavy equipment to excavate soil to plant trees in recognition of Arbor Day. The project budget has been established as follows:

Project Budget		
Consulting Fees	\$	0.00
Construction Contracts	\$	707.26
Project Administration		0.00
Construction Contingency		0.00
Furniture, Fixtures, & Equipment		0.00
Telecommunications		0.00
Relocation Costs		0.00
Total Project Budget	\$	707.26

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

**Additional wallpaper removal, ceiling repair, and basement wall repair
Richards House**

**Project Budget
\$9,626.30**

A notice to proceed was issued to Feller Construction, Inc. in the amount of \$9,626.30. This project was issued under the FY17 Job Order Contract Services agreement. This project consists of expenses for wallpaper removal, associated wall cleaning and painting, repairing areas of the ceiling, and repairing the basement wall damaged by water. The project budget has been established as follows:

Project Budget		
Consulting Fees	\$	0.00
Construction Contracts	\$	9,626.30
Project Administration		0.00
Construction Contingency		0.00
Furniture, Fixtures, & Equipment		0.00
Telecommunications		0.00
Relocation Costs		0.00
Total Project Budget	\$	9,626.30

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

III.B.2.

RECOMMENDED ACTION - Approval of Actions Concerning Academic Employees.

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

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

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

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

VOTE: **AYE** _____
 NAY _____

ADDENDUM A

Supplemental payments for the summer 2017 session:

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Renee Keith	CFD/Internships	\$9,779
Alex Pinnon	PHI	\$1,855
Brenda Smith	CFD	\$1,145
Jay Towell	MTH/Div Chair duties	\$6,885
Linda Wulff-Risner	AGR/Internships	\$5,523

ADDENDUM B

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

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Holly Tucker	CFD	\$3,120

III.B.3.

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

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

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

APPOINTMENT:

<u>Name</u>	<u>Position-Department</u>	<u>Grade</u>	<u>Salary</u>	<u>Effective</u>
Vickie F. Petkovic	Academic Specialist WP TRiO Student Support Services	41	\$27,370 Annually	06/16/2017

CHANGE OF STATUS:

<u>Name</u>	<u>Position-Department</u>	<u>Action</u>	<u>Effective</u>
Scott M. Schneider	Dir., Business and Sup. Svc., WP WP Business and Support Services From: Dir., Business and Sup. Svc., WP Annual Salary: \$78,557 To: Dir., Business and Sup. Svc., WP / Interim Director IT Services, WP Annual Salary: \$78,557 + \$1,500 / month supplemental pay	Status Change	07/27/2017

TERMINATION:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Amy J. Kirmse	Food Services Attendant WP Food Service	06/22/2017
Paul S. Majkut	Director, Information Technology Services WP Information Technology Services	07/26/2017

VOTE: **AYE** _____

NAY _____

III.C.1.

RECOMMENDED ACTION - Approval of Procurement Activity Report

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

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

VOTE: **AYE** _____
 NAY _____

COMMENTS:

Recommend the attached report summarizing all reportable Office of Procurement Services activity from June 7, 2017 through July 19, 2017 be approved.

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

FOR APPROVAL

Property Lease

**Housing for International Visiting Faculty
Research and Economic Development** **\$10,800.00**

Recommend approval to renew The Jefferson Apartments one-year lease that provides international faculty housing for visiting scholars and exchange faculty.

The rental units are located at 835 South Jefferson, Springfield, Missouri, Units A101-A and A101-B. Current renewal terms are July 25, 2017 through July 23, 2018.

Monthly payments were \$450.00 per unit for the previous agreement, and \$450.00 for the renewal, or \$10,800.00 for the full twelve-month period. **Subject to continued need and ongoing satisfactory performance, future renewal options will be exercised when applicable.**

Note: Funding to be from the ongoing operational budgets.

Property Lease

**Housing for International Visiting Faculty
Research and Economic Development** **\$21,600.00**

Recommend approval to renew the Deep Elm Apartments one-year lease that provides international faculty housing for visiting scholars and exchange faculty.

The rental units are located at 701 East Elm, Springfield, Missouri, Units A103-A, A103-B, B403-A, and B403-B. Current renewal terms are July 25, 2017 through July 23, 2018, July 24, 2017 through July 23, 2018, August 1, 2017 through July 23, 2018, and July 25, 2017 through July 23, 2018.

June 7, 2017 through July 19, 2017

**ACTIVITY REPORT
PAGE TWO**

Monthly payments were \$450.00 per unit for the previous agreement, and \$450.00 per unit for the renewal, or \$21,600.00 for the full twelve-month renewal period. **Subject to continued need and ongoing satisfactory performance, future renewal options will be exercised when applicable.**

Note: Funding to be from ongoing operational budgets.

FOR INFORMATIONAL PURPOSES ONLY

Single purchase \geq \$25,000 < \$100,000 that was not competitively bid

**Men's Baseball Game Guarantee \$25,000.00
Intercollegiate Athletics**

Payment issued to the Missouri Valley Conference for the baseball game guarantee for the May 24, 2017 through May 27, 2017 event held at Missouri State University.

Fees for Intercollegiate Athletics, such as conference membership dues and game guarantees, are considered to be impossible to compete, and thus are considered to be a single feasible source per University policy.

Note: Funding to be from the FY17 operational budget.

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

**Classroom Technology – Professional Building Third Floor Renovation \$34,661.83
Classroom Instructional Technologies
Faculty Center for Teaching and Learning**

Pursuant to University policy, which allows for participation in contract agreements established by other public entities, the University is utilizing the Educational and Institutional (E&I) Cooperative contract with SKC Communications Products, LLC to purchase supplies and equipment, control systems, and flat-panel displays.

This purchase of equipment and supplies will be used to install classroom technology as part of the Professional Building third floor renovation.

June 7, 2017 through July 19, 2017

**ACTIVITY REPORT
PAGE THREE**

A purchase order has been issued to SKC Communication Products, LLC.

Note: Funding to be from the Professional Building Technology Budget.

Single purchase >\$25,000 <\$100,000 that was not competitively bid

Sports Medicine Physician Services **\$35,507.18**
Athletics

A purchase order has been processed to Mercy Sports Medicine for the annual physician services payment due under the Sports Medicine Contract C3727-1. The Sports Medicine contract was competed and established on November 1, 2007, and is for ten-years through October 31, 2017, with four (4) one-year renewal periods.

This payment is for the period of July 1, 2016 through June 30, 2017. The current amount due represents a 2.9% increase in accordance with Medical Consumer Price Index (CPI).

Note: Funding to be from the FY18 operational budget.

Single purchase > \$25,000 < \$100,000 that was not competitively bid

Lodging for Women's Basketball Tournament **\$38,175.00**
Intercollegiate Athletics

Payment issued to BTI Events, Shoreline, Washington for lodging for the 2017 Junkanoo Jam Women's Basketball Tournament, to be held November 23, 2017 through November 25, 2017.

Junkanoo Jam is an annual basketball tournament featuring National Collegiate Athletic Association (NCAA) women's basketball teams from various universities and colleges through the United States. Since 2002, tournaments have been held in the Bahama Islands.

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

Note: Funding to be from the FY18 operational budget.

June 7, 2017 through July 19, 2017

**ACTIVITY REPORT
PAGE FOUR**

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

Servers **\$39,986.58**
Provost Office

Pursuant to University policy, which allows for participation in contract agreements established by other public entities, the University has purchased two (2) PowerEdge R730 servers for the Provost Office utilizing the National Association of Procurement Officers (NASPO) ValuePoint cooperative contract with Dell Marketing.

Note: Funding to be from the FY17 operational budget.

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

Data/Video Projectors – Glass Hall Addition and Renovation **\$48,894.66**
Classroom Instructional Technologies
Faculty Center for Teaching and Learning

Pursuant to University policy, which allows for participation in contract agreements established by other public entities, the University is utilizing the Educational and Institutional (E&I) Cooperative contract with SKC Communications Products, LLC to purchase data/video projectors.

The projectors purchased will be installed by the Faculty Center for Teaching and Learning's Classroom Instructional Technologies unit as part of the Glass Hall addition and renovation.

A purchase order has been issued to SKC Communications Products, LLC.

Note: Funding to be from the College of Business Operating Budget.

June 7, 2017 through July 19, 2017

**ACTIVITY REPORT
PAGE FIVE**

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

LED Stock Ticker **\$75,238.00**
College of Business

Pursuant to University policy, which addresses making awards on a single feasible source basis, a purchase order has been issued to Rise Display for an LED stock ticker.

The custom LED ticker will display stock quotes simulating the New York Stock Exchange, as part of the state-of-the-art finance and trading lab in the Glass Hall renovation. Rise Display is the only company with real-time financial quotes from Thomson Reuters.

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

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

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

Electronic Databases **\$95,622.94**
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 7, 2017 through July 19, 2017

**ACTIVITY REPORT
PAGE SIX**

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.

Subject to ongoing need and satisfactory performance, future orders will be issued on a continuing basis.

Note: Funding to be from ongoing operational budgets.

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

Digital Signage	\$140,238.62
College of Business	

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

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

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

June 7, 2017 through July 19, 2017

**ACTIVITY REPORT
PAGE SEVEN**

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

Furniture **\$168,866.08**
College of Business

Pursuant to University policy, which allows for participation in contract agreements established by other public entities, the University has purchased Steelcase furniture for Glass Hall.

Educational and Institutional (E&I) Cooperative Services Contract CNR-01146 for Steelcase Furniture was utilized, and the order was through Color Art Integrated Interiors, LLC.

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

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

June 7, 2017 through July 19, 2017

III.D.1.

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

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

BE IT RESOLVED by the Board of Governors for Missouri State University that the attached Activity Report for the month of June 2017, as presented by Planning, Design & Construction, be accepted and approved.

VOTE: **AYE** _____

NAY _____

COMMENTS:

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

It is recommended that the attached report be accepted.

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

June 2017

This report documents activities managed by Planning, Design & Construction for the month of June 2017. The projects listed here may be for a budget level that does not require formal action by the Board of Governors. Any and all project bids, notices to proceed, approved change orders, and activity on consultant contracts are listed on this monthly activity report.

June 2, 2017

Renovation of Hass-Darr Hall **Project Budget**
West Plains Campus **\$5,220,000.00**

A change order was signed with Cahills Construction, Inc. in the amount of \$6,991.78. This is the first change order on this project. Work added under this change order includes removal of asbestos insulation that was uncovered during demolition. The contract amount will be increased to \$4,137,991.78, and eight calendar days will be added to the contract completion date. This project is being funded by the Hass-Darr Hall Renovation and Garnett Library Fire Suppression budgets.

Renovation of Hass-Darr Hall **Project Budget**
West Plains Campus **\$5,220,000.00**

A change order was signed with Cahills Construction, Inc. in the amount of \$5,625.31. This is the second change order on this project. Work added under this change order replaces two existing columns that were found to be deficient during demolition. The contract amount will be increased to \$4,143,617.09, and sixteen calendar days will be added to the contract completion date. This project is being funded by the Hass-Darr Hall Renovation and Garnett Library Fire Suppression budgets.

Asbestos Removal, Computer Lab 150 **Project Budget**
Cheek Hall **\$16,500.00**

A change order was signed with Gerken Environmental Enterprises, Inc. in the amount of \$3,000.00. This is the first change order on this project. Work added under this change order installs a free standing barrier where the previous wall was removed and abates additional floor tile and mastic. The contract amount will be increased to \$16,137.00, and one calendar day will be added to the contract completion date. This project is being funded by the Renovation Cheek Hall Computer Labs budget.

June 5, 2017

Bedroom Flooring Replacement **Project Budget**
Scholars House **\$70,500.00**

Bids were received for removal of the existing carpet and installation of new vinyl flooring. A notice to proceed was issued to The Carpet Shoppe, Inc. in the amount of \$50,465.00.

The bids received on this project are as follows:

Contractor	Base Bid
The Carpet Shoppe, Inc.	\$50,465.00
Kenmar Construction, Inc.	\$70,147.00
Flooring Systems, Inc.	\$85,391.00

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	50,465.00
Project Administration	5,000.00
Construction Contingency	15,035.00
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$70,500.00

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

Renovation	Project Budget
Ellis Hall	\$14,230,000.00

A change order was signed with Carson-Mitchell, Inc. in the amount of \$32,129.09. This is the fifth change order on this project. This change order adds multiple drywall stud walls due to some insufficient existing conditions under the landing at the first floor and at the new corridor that leads to the first floor elevator. The contract amount will be increased to \$12,204,976.73. This project is being funded by the Ellis Hall Renovation budget.

Renovation	Project Budget
Ellis Hall	\$14,328,230.00

A change order was signed with Carson-Mitchell, Inc. in the amount of \$20,907.64. This is the sixth change order on this project. This change order revises the door specifications and catwalk lighting. The contract amount will be increased to \$12,225,884.37. This project is being funded by the Ellis Hall Renovation budget.

June 7, 2017

Refinish Racquetball Courts	Project Budget
Robert W. Plaster Stadium	\$13,100.00

Bids were received for the repair and refinish of all twelve racquetball courts. A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$10,622.00.

The bid received on this project is as follows:

Contractor	Base Bid
Kenmar Construction, Inc.	\$10,622.00

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	10,622.00
Project Administration	478.00
Construction Contingency	2,000.00
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$13,100.00

This project is being funded by the Plaster Sports Complex Operation budget.

June 8, 2017

Relocation of Veterans Lounge Meyer Library	Project Budget \$850,700.00
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A change order was signed with Bales Construction Company, Inc. in the amount of \$168.00. This is the fourth change order on this project. Work added under this change order adds vinyl signage. The contract amount will be increased to \$477,637.00. This project is being funded by the Meyer Library – Master Renovation budget.

June 12, 2017

Energy Efficiency Upgrades Karls Hall	Project Budget \$87,330.00
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A change order was signed with Rough Brothers, Inc. in the amount of \$1,520.00. This is the first change order on this project. Work added under this change order replaces a motor for the shade screen located on the south vertical window. The contract amount will be increased to \$49,270.00, and seven calendar days will be added to the contract completion date. This project is being funded by the Karls Hall, Energy Upgrades budget.

June 13, 2017

**Replace Boilers
Morris Center**

A contract was signed with William Tao and Associates, Inc. for services in conjunction with the boiler replacement. The fixed fee for the consultant’s work is \$33,760.00. This project is being funded by the Boiler Replacement – Morris Center budget.

June 14, 2017

**Construction
Health and Wellness Center**

**Project Budget
\$13,000,000.00**

A change order was signed with K&S Associates, Inc. in the amount of \$261,884.58. This is the first change order on this project. Work added under this change order includes the third floor women's clinic and counseling offices. The contract amount will be increased to \$10,442,884.58, and eleven calendar days will be added to the contract completion date. This project is being funded by the Health and Wellness Center budget.

**Renovation of Hass-Darr Hall
West Plains Campus**

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

Additional services were approved with Dake | Wells Architecture for services in conjunction with the renovation of Hass-Darr Hall. The University requested a review of the additional fire protection submittals. The additional services amount is \$275.00. The new contract amount is \$386,275.00. This project is being funded by the Hass-Darr Hall Renovation and Garnett Library Fire Suppression budgets.

June 15, 2017

**Carpet Replacement, Room 200
Meyer Library**

**Project Budget
\$70,000.00**

Bids were received to replace the existing carpet in room 200. A notice to proceed was issued to Wilkerson's Commercial Flooring in the amount of \$56,570.00.

The bids received on this project are as follows:

Contractor	Base Bid
Wilkerson's Commercial Flooring	\$56,570.00
Flooring Systems, Inc.	\$56,798.00

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	56,570.00
Project Administration	2,830.00
Construction Contingency	10,600.00
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$70,000.00

This project is being funded by the Library Reserve budget.

June 16, 2017

**Septic System Installation
Bakers Acres**

**Project Budget
\$50,000.00**

Bids were received to install a septic system. A notice to proceed was issued to Bales Construction Company, Inc. in the amount of \$35,630.00. Alternate 1 will provide a 1500 gallon storage tank. Alternate 2 includes seeding and restoration of the site. Both of these alternates have been accepted.

The bids received on this project are as follows:

Contractor	Base Bid	Alt. 1	Alt. 2	Total
Bales Construction Company Inc.	\$29,800.00	\$1,980.00	\$3,850.00	\$35,630.00
Range Farm, LLC	\$33,975.00	\$3,250.00	\$3,100.00	\$40,325.00
Kenmar Construction, Inc.	\$39,675.00	\$4,600.00	\$2,070.00	\$46,345.00

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 3,884.00
Construction Contracts	35,630.00
Project Administration	1,000.00
Construction Contingency	9,486.00
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$50,000.00

This project is being funded by the Natural and Applied Sciences Administrative – Non Operating budget.

June 19, 2017

**FY18 Job Order Contracting Services
Springfield, Mountain Grove, and West Plains Campuses**

**Project Budget
\$500,000.00**

A notice of award was issued to Kenmar Construction, Inc. for renewal of the job order contracting services. This contract is for construction work that is minor in nature, with the maximum expenditure per project not to exceed \$50,000.00. The cumulative total of this contract may not exceed \$500,000.00 during fiscal year 2018. This is the fourth renewal of four available renewals for this contract. The renewal period shall become effective July 1, 2017 and shall remain in force until June 30, 2018.

**FY18 Job Order Contracting Services - Insulation Repair and Replacement
Springfield, Mountain Grove, and West Plains Campuses**

**Project Budget
\$200,000.00**

A notice of award was issued to WMC, Inc. for renewal of the job order contracting services for insulation repair and replacement. This contract is to accomplish repair and replacement projects that involve thermal insulation on plumbing, mechanical piping, and equipment, with the maximum expenditure per project not to exceed \$95,000.00. The cumulative total of this contract may not exceed \$200,000.00 during fiscal year 2018. This is the second renewal of two available renewals for this contract. The renewal period shall become effective July 1, 2017 and shall remain in force until June 30, 2018. This contract is being administered by Facilities Management.

FY18 Job Order Contracting Services - Electrical Repair and Replacement **Project Budget**
Springfield, Mountain Grove, and West Plains Campuses **\$200,000.00**

A notice of award was issued to A-1 Electric Service, Inc. for renewal of the job order contracting services for electric repair & replacement. This contract is to accomplish repair and replacement projects that involve electrical systems, with the maximum expenditure per project not to exceed \$95,000.00. The cumulative total of this contract may not exceed \$200,000.00 during fiscal year 2018. This is the second renewal of two available renewals for this contract. The renewal period shall become effective July 1, 2017 and shall remain in force until June 30, 2018. This contract is being administered by Facilities Management.

FY18 Job Order Contracting Services, Plumbing Repair and Replacement **Project Budget**
Springfield, Mountain Grove, and West Plains Campuses **\$200,000.00**

A notice of award was issued to Connelly Plumbing Company for renewal of the job order contracting services for plumbing repair & replacement. This contract is to accomplish repair and replacement projects that involve plumbing systems, with the maximum expenditure per project not to exceed \$95,000.00. The cumulative total of this contract may not exceed \$200,000.00 during fiscal year 2018. This is the second renewal of two available renewals for this contract. The renewal period shall become effective July 1, 2017 and shall remain in force until June 30, 2018. This contract is being administered by Facilities Management.

Asbestos Removal, Bathroom Renovation **Project Budget**
Blair-Shannon House **\$16,700.00**

A work order was issued to Gerken Environmental Enterprise, Inc. in the amount of \$14,550.31. This work order was issued under the FY17 on-call asbestos abatement contract. Work under this project includes asbestos tile and mastic removal in several rooms in Shannon House.

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	14,550.31
Project Administration	100.00
Construction Contingency	2,049.69
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$16,700.00

This project is being funded by the Shannon House, Bath Renovation budget.

June 20, 2017

FY18 On Call Asbestos Abatement **Project Budget**
Springfield, Mountain Grove, and West Plains Campuses **\$60,000.00**

A notice of award was issued to Gerken Environmental Enterprises, Inc. for renewal of the on call asbestos abatement contract. This contract provides for the removal of small quantities of asbestos found on the Missouri State University campuses. The cumulative total of this contract may not exceed \$60,000.00 during fiscal year 2018. This is the third renewal of three available renewals for this contract. The renewal period shall become effective July 1, 2017 and shall remain in force until June 30, 2018.

June 22, 2017

**Renovation and Addition
Glass Hall**

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

A change order was signed with Dewitt & Associates, Inc. in the amount of \$112,684.00. This is the twelfth change order on this project. This change order revises the glass, roofing, and rain screen system in the northwest vestibule. The contract amount will be increased to \$28,219,797.00. This project is being funded by the Glass Hall Renovation and Addition budget.

June 23, 2017

**Closet Improvements
Hammons House**

**Project Budget
\$98,815.00**

Bids were received to separate the existing wardrobe area into two closet spaces in student rooms. A notice to proceed was issued to Rio Contracting, LLC in the amount of \$76,814.00. Alternate 1 would have removed and disposed of the existing wardrobes. This alternate was not accepted due to cost.

The bids received on this project are as follows:

Contractor	Base Bid	Alt. 1	Total
Rio Contracting, LLC	\$76,814.00	\$18,000.00	\$76,814.00
Bales Construction Company, Inc.	\$79,800.00	\$25,968.00	\$79,800.00
Lejas Corporation	\$120,313.00	\$29,394.00	\$120,313.00

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	76,814.00
Project Administration	3,000.00
Construction Contingency	19,001.00
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$98,815.00

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

**Replace Boilers
Kentwood Hall**

**Project Budget
\$180,000.00**

Bids were received on May 18, 2017 to replace the two aging boilers with new high energy efficiency boilers. Following the June Board of Governors' meeting, a notice to proceed was issued to WMC, Inc. in the amount of \$148,504.00. This project is being funded by the Boiler Replacement – Kentwood budget.

**Outdoor Seating Plaza
Hammons Fountains**

**Project Budget
\$279,031.00**

Bids were received on June 6, 2017 to construct a landscaped plaza with seating on the west mall. Following the June Board of Governors' meeting, a notice to proceed was issued to Bales Construction Company, Inc. in the amount of \$69,800.00. This project is being funded by the Wyrick FY16 – Outdoor Plaza budget.

**Construction of NPHC Plots
Springfield Campus**

A contract was signed with Buxton Kubik Dodd, Inc. for services in conjunction with the construction of the National Pan-Hellenic Council plots. The fixed fee for the consultant's work is \$15,000.00. This project is being funded by the Administrative Services – Operating budget.

June 27, 2017

**Install Laundry Alert
Woods House**

**Project Budget
\$3,480.00**

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$3,004.30. This project was issued under the FY17 job order contracting services agreement. Work under this project installs a laundry alert system in the laundry room.

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	3,004.30
Project Administration	180.00
Construction Contingency	295.70
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$3,480.00

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

June 28, 2017

**Replace Flooring, Laundry Room
Woods House**

**Project Budget
\$25,500.00**

A bid was received to remove the existing vinyl composition tiles from the laundry room and polish the concrete floor. A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$20,339.00.

The bid received on this project is as follows:

Contractor	Base Bid
Kenmar Construction, Inc.	\$20,339.00

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	20,339.00
Project Administration	2,110.15
Construction Contingency	3,050.85
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$25,500.00

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

June 29, 2016

Synthetic Grass Field Replacement **Project Budget**
Betty and Bobby Allison Recreation Fields **\$355,000.00**

A change order was signed with Shaw Sports Turf in the amount of \$4,800.00. This is the first change order on this project. Work added under this change order replaces the rotten wood nailer board for the turf attachment. The contract amount will be increased to \$301,774.00. This project is being funded by the Intramural Field Replacement, Allison Recreation budget.

Replace Windows in the South House **Project Budget**
Journagan Ranch **\$13,000.00**

A change order was signed with Kenmar Construction, Inc. for extension of the contract completion date by twenty-seven calendar days. This is the first change order on this project. This change order revises the completion date due to a change in window supplier. The contract amount will remain unchanged at \$8,970.41. This project is being funded by the Journagan Ranch budget.

Refinish East Basketball Court Floor **Project Budget**
Hammons Student Center **\$17,500.00**

A change order was signed with Kenmar Construction, Inc. for extension of the contract completion date by seven calendar days. This is the second change order on this project. This change order revises the completion date due to necessary curing time for the floor finish. The contract amount will remain unchanged at \$14,363.90. This project is being funded by the Hammons Student Center Administration budget.

Install Laminated Glass Panels in Display Case **Project Budget**
Freudenberger House **\$6,500.00**

A change order was signed with Kenmar Construction, Inc. for extension of the contract completion date by sixty-four calendar days. This is the first change order on this project. This change order revises the completion date due to a delay in the material delivery from the shortage of glass. The contract amount will remain unchanged at \$6,408.83. This project is being funded by the Military Science budget.

**ROTC Entry Door Signage
Freudenberger House**

**Project Budget
\$650.00**

A change order was signed with Kenmar Construction, Inc. for extension of the contract completion date by seven calendar days. This is the first change order on this project. This change order revises the completion date due to revisions to the lettering on the glass panels in the display case. The contract amount will remain unchanged at \$511.52. This project is being funded by the Military Science budget.

III.D.2.

RECOMMENDED ACTION – Approval of a lease agreement for office and storage space at The Fairbanks with The Drew Lewis Foundation, Springfield Missouri.

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

WHEREAS, since May 2008 Missouri State University has leased approximately 1,068 square feet of office and storage space located at the Park Central Office Building for use by Missouri Mentoring Partnership.

WHEREAS, University desires to relocate Missouri Mentoring Partnership and lease approximately 700 square feet of office and storage space at The Fairbanks with The Drew Lewis Foundation, located at 1126 North Broadway Ave., Springfield, Missouri, commencing on September 1, 2017 and continuing through June 30, 2018 at a rate of five hundred dollars (\$500.00) per month, payable in monthly installments, subject to the terms and conditions of the attached Lease Agreement.

WHEREAS, the College of Health and Human Services will act as the administrator of lease, and all future subsequent renewals.

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors for Missouri State University that the attached Lease Agreement, attached hereto be approved that the Vice President for Administrative Services be authorized to execute said Lease Agreement, and any subsequent renewals thereof, on behalf of the Board of Governors.

VOTE: AYE_____

 NAY_____

COMMENTS:

Missouri Mentoring Partnership (MMP) is funded by the Missouri Department of Social Services. The School of Social Work within the College of Health and Human Services at Missouri State University has managed the MMP contract since 2002. Social Work students are awarded Graduate Assistantships within MMP, giving them practical case management experience. Missouri Mentoring Partnership is a preventative intervention program to provide work site and teen parent mentoring support, and training for youth at risk of entering the welfare or justice system in Greene County. Contract funding includes all cost of rental space for the program. Relocation of program to The Fairbanks will decrease rental cost and expand referral connections within the community.

Lease Agreement

THIS LEASE AGREEMENT (hereinafter referred to as "**Lease**"), made and entered into this 1st day of September, 2017, between **THE DREW LEWIS FOUNDATION**, (hereinafter referred to as "**Lessor**") and **BOARD OF GOVERNORS MISSOURI STATE UNIVERSITY** (hereinafter referred to as "**Lessee**"). In consideration of the respective performance by the other of all the following terms, conditions and covenants contained herein during the term of this Lease and any extension or renewal thereof; Lessor and Lessee do hereby agree as follows:

1. **Description of Leased Property.** Lessor hereby leases to Lessee the following described property: approximately 700 square feet of office and storage space at **The Fairbanks** located at **1126 North Broadway Ave., Springfield, Missouri**, and use of any common areas and facilities, if any, appurtenant to said real property (hereinafter referred to as "**Common Areas**"), together with Lessor and any other tenants, their employees, customers and invitees, all of which shall hereinafter be described as "**Premises**". Lessor shall at all times retain exclusive control and management of common areas and facilities and shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect thereto. Space specified in floor plan attachment (Exhibit A)
2. **Term.** The term of this Lease shall be for approximately 1 year, commencing on September 1, 2017, and terminating on June 30, 2018, subject to renewal as set forth herein.
3. **Renewal.** Lessee may renew the Lease for successive terms of one (1) year or longer. 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 on or before June 1st prior to expiring term. Any such renewal shall be upon the same terms, conditions, and covenants of this Lease except as specifically provided otherwise in this paragraph or as modified by the parties in writing. Rent during such renewal option shall be determined at time of renewal.
4. **Rent.** Lessee agrees to pay Lessor **equal monthly installments of \$500.00** every month throughout the term of this Lease beginning on September 1, 2017. The rental described herein shall be hereinafter referred to as "**Base Rent**", and shall be paid by Lessee in addition to other payments specifically provided by other provisions contained herein.
 - a. Lessor will provide utilities and wireless internet in Base Rent. Lessee shall add additional wireless speed, at own cost, as needed.
5. **Use of Premises.** Lessee shall use Premises for Missouri Mentoring Partnership program purposes. Lessee shall restrict its use to such purposes and shall not use or permit the use of Premises for any other purpose without the written consent of Lessor, or Lessor's authorized agent. Lessee

specifically agrees not to use or permit Premises to be used for any unlawful purpose or for any purpose which conflicts with or is in violation of any applicable zoning ordinances or restrictive covenants, and shall not under any circumstances use Premises in any manner that constitutes a private or public nuisance. Lessee shall not use Premises in any manner that will result in a cancellation of any insurance policy, even if such use may be in furtherance of Lessee's business purposes.

- a. Lessee shall not keep, use, or sell anything prohibited by any policy of fire insurance covering Premises and shall comply with all requirements of the insurers applicable to Premises. Lessee shall, at its own cost and expense, obtain any and all licenses and permits necessary for the conduct of its business.

6. **Alterations and Improvements.** Lessee shall not alter, improve or change Premises except as herein provided, without the express written consent of Lessor, which consent shall not be unreasonably withheld, provided, however, Lessee may make non-structural interior alterations in and to the premises, provided they first obtaining Lessor's consent. Any alterations or improvements approved by Lessor shall be made at Lessee's own cost and expense and in a good workmanlike manner, and Lessee shall comply with all applicable laws, ordinances and regulations. Lessor shall have the right to make alterations or additions to the building in which Premises is located and to build additional buildings adjacent to same; provided however, such alterations or additions shall not substantially impair or impede Lessee's use of Premises. All shelves and office fixtures installed by Lessee may be removed by Lessee at the expiration of the lease term, so long as such removal does not cause damage to Premises or so long as Lessee repairs said damage so that the Premises are restored to its original condition.

7. **Surrender of Premises.** Lessee agrees to peacefully vacate and surrender Premises upon expiration of the term of this Lease or any extension term thereof; and shall leave Premises in as good repair and condition as when Lessee took possession of Premises, excepting ordinary wear and tear, or damage not due to the negligence of Lessee.

8. **Assignment and Subletting.** Lessee shall not assign this Lease or sublet all or any portion of Premises without the prior express written consent of Lessor.

9. **Maintenance.**

- a. Lessor shall maintain and keep in good repair the foundation, lateral support, root walls, structural parts and all exterior and interior parts of Premises and any building in which Premises is located unless otherwise designated herein. Lessor agrees to make such repairs and perform such maintenance as may be necessary, within a reasonable period of time, after notification that such repairs or maintenance are needed, not to exceed 30 days. Repairs and maintenance may cause noise, parking congestion and other inconveniences but such inconveniences shall not be grounds for Lessee to withhold rent nor shall rent be abated during said period of repair.

- b. Lessee shall keep Premises free from waste or nuisance; provided, however, that Lessor shall be responsible for repairing any leaks as contemplated by paragraph 9.a., above. Lessee shall keep interior walls, floors, floor coverings, windows, and doors clean and provide routine inspection, reporting any necessary repairs to Lessor.

10. Damage to Premises. In the event Premises or any material portion thereof or any adjoining property shall be damaged by fire or other casualty during the term of this Lease or the renewal term hereof; so as to render Premises, including any common area, untenable, Lessor and/or Lessee shall, at its option, terminate this lease or Lessor shall promptly restore Premises to the extent of availability of insurance proceeds. If Lessor restores Premises, then Base Rent shall be abated in proportion to the extent to which Premises and any common areas have been rendered untenable until Premises has been restored and put in its former condition for use and occupancy by Lessee. Lessor shall have the absolute right to collect and receive any insurance proceeds available by reason of the damage to Premises or the building in which Premises is located occasioned by the fire or other casualty.

11. Condemnation. If the whole, or any substantial part of, Premises should be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or should be sold to the condemning authority under threat of condemnation, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease. All condemnation awards, except any award to the Lessee to defray the cost of moving to a new location, shall be paid to and belong to the Lessor.

12. Premises Insurance. Lessor shall provide fire and extended coverage for Building in an amount equal to at least eighty (80%) percent of either its fair market value or its cost of replacement. Lessee shall provide its own insurance for personal property, contents, and business interruption. In no event shall Lessor be liable for damage to Lessee for loss of property or loss of business income due to fire, flood, water, leakage, or other casualty.

13. Attachment; Bankruptcy; Default. Lessor may terminate this Lease and, lawfully, at Lessor's option immediately or at any time thereafter, without demand or notice, may enter into and upon said Premises and every part thereof and repossess the same and expel Lessee and those claiming by, through and under Lessee and remove Lessee's effects at Lessee's expense, forcibly if necessary and store the same, all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant if (a) the Lessee shall be in arrears in the payment of said rent for a period of thirty (30) days after the same becomes due, (b) the Lessee shall fail or neglect to do, keep, perform or observe any of the covenants and agreements contained herein on Lessee's part to be done, kept, performed and observed and such default shall continue for thirty (30) days or more after written notice of such failure or neglect shall be given to Lessee, or such longer period if the default cannot be cured within 30 days and Lessee has begun to cure, or (c) on the expiration of this lease Lessee fails to surrender possession

of said leased Premises. Similarly, Lessee may lawfully terminate this Lease at any time in the event that Lessor shall fail or neglect to do, keep, perform or observe any of the covenants and agreements contained herein on Lessor's part to be done, kept, performed and observed and such default shall continue for thirty (30) days or more after written notice of such failure or neglect shall be given to Lessor.

14. **Non-Waiver of Default or Breach.** No waiver of default or breach of any term or provision of this Lease, by acceptance of rent or otherwise, shall waive any subsequent forfeiture or breach. Consent by Lessor to any assignment or subletting of Premises, or any part thereof, shall not constitute a waiver or release of any assignee or sublessee from any of the foregoing conditions or covenants, and any such assignee or sublessee shall be expressly subject to each and every term, provision and condition contained herein.

17. **Subordination.** Lessee accepts this Lease subject and subordinate to any mortgage, deed of trust, or other lien presently existing upon Premises. Lessor is hereby irrevocably vested with full power and authority to subordinate Lessee's interest hereunder to any recorded mortgage, deed of trust, or other lien hereinafter placed on the demised Premises, and Lessee agrees upon demand to execute such further instruments subordinating this Lease as Lessor may request, provided such further subordination shall be upon the express condition that the rights of Lessee shall remain in full force and effect during the term of this Lease so long as Lessee shall continue to perform all of the covenants and conditions of this Lease.

18. **Liability.** The Drew Lewis Foundation hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions, including but not limited to all actions of its employees undertaken at The Fairbanks property. The Board of Governors hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions. Nothing herein shall be construed to waive any sovereign, official or governmental immunity applicable to either party, its board or council members, or employees.

19. **Applicable Law.** This Lease shall be governed by, and construed in accordance with, the laws of the State of Missouri. If any provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be deemed invalid and unenforceable, the remainder of this Lease shall not be affected thereby.

20. **Notices.** Any notice required or permitted to be given under this Lease shall be in writing and shall be deemed given when delivered in person or when deposited in the United States Mail, registered or certified, postage prepaid, addressed as follows:

Lessor: The Drew Lewis Foundation
Attn: Amy Blansit, Chair
1126 N. Broadway Ave.
Springfield, MO 65802

Lessee: Board of Governors
Missouri State University
Attn: Matthew D. Morris
Vice President for
Administrative Services

Carrington Hall 104
901 South National Avenue

Springfield, MO 65897

or to such other address as the parties may hereafter designate, in writing, for such purpose.

- 21. Entire Agreement.** This Lease, together with the attached Exhibit(s), if any, signed by Lessor and Lessee, embodies the entire agreement between the parties with respect to Lessor's leasing Premises to Lessee. There are no representations, terms, covenants, conditions, or agreements between the parties pertaining to leasing Premises which are not herein contained. The terms, provisions, covenants and conditions contained in this Lease shall apply to, and inure to the benefit of; and be binding upon the parties hereto and their respective successors in interest and legal representatives, except as otherwise herein expressly provided. All rights, powers, privileges, immunities, and duties of Lessor under this Lease, including but not limited to any notices required to be delivered by Lessor to Lessee hereunder, may, at Lessor's option, be exercised or performed by Lessor's agent or attorney.

IN WITNESS WHEREOF, the parties hereto have executed this Lease this 3rd day of August, 2017.

LESSOR:
The Drew Lewis Foundation
1126 N. Broadway Ave.
Springfield, MO 65802

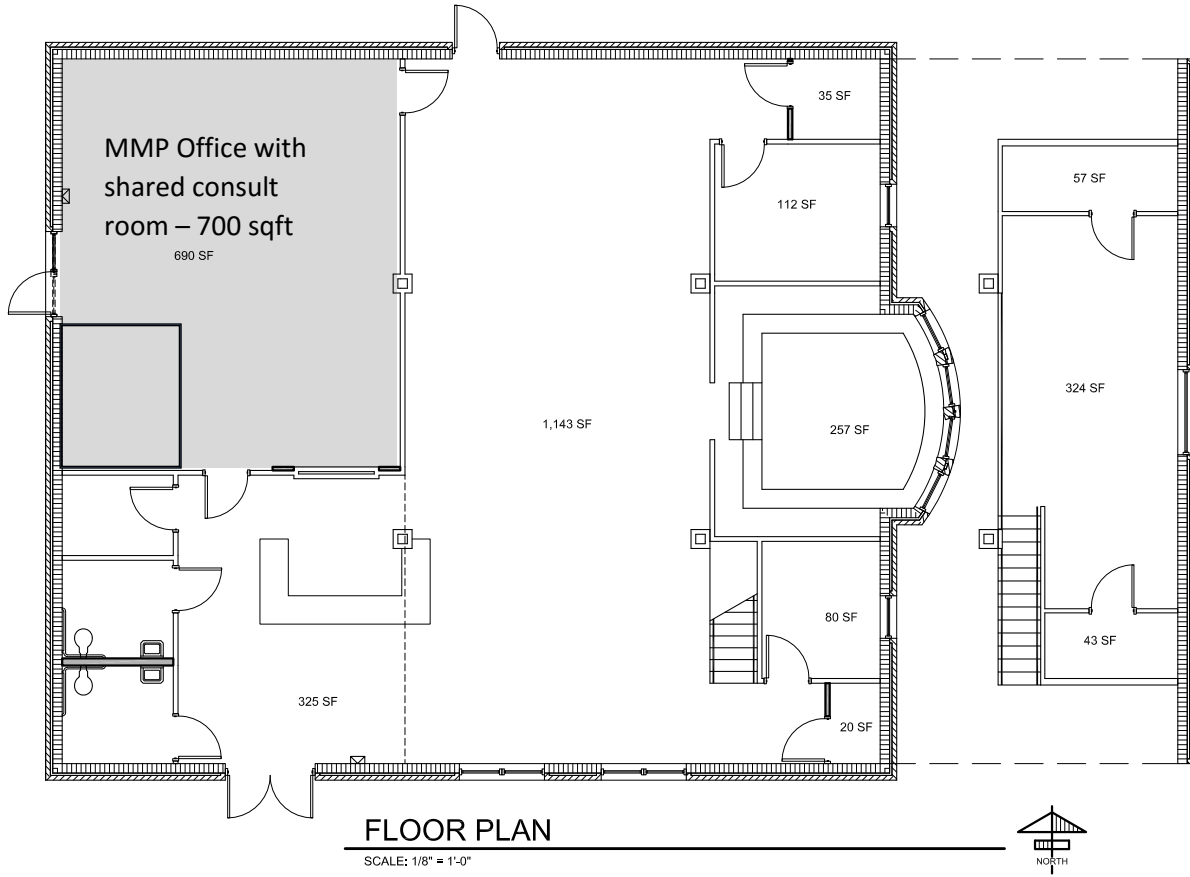
By: 

Amy Blansit, Chair

LESSEE:
Board of Governors
Missouri State University
Carrington Hall 209
901 South National Avenue
Springfield, MO 65897

By: _____
Matthew D. Morris
Vice President of Administration Services

Exhibit A



III.E.1

MISSOURI STATE UNIVERSITY

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>
Rachel Besara	Associate Dean Associate Professor Library (12-month appointment)	\$100,000 annually	08/11/17
Kristy Gilmore	Instructor Greenwood	\$45,320 annually	08/14/17
Elizabeth K. King	Assistant Professor Childhood Education & Family Studies	\$55,000 annually	08/14/17
Peter Collins	Professor Music (50% FTE)	\$18,017 semester	08/21/17 12/18/17
Duane Moses	Associate Professor Management & Information Technology (50% FTE)	\$41,977 annually	08/21/17 05/18/18

(See Addendum A for Per Course Faculty Appointments)

(See Addendum B for Summer Appointments)

(See Addendum C for Supplemental Payments)

(See Addendum D for Graduate Teaching Assistant Appointments)

RESIGNATIONS:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Amir Behzadan	Associate Professor Technology & Construction Management	05/19/17

Academic Personnel Board Actions, cont'd.

Page 2

Mahua Biswas	Assistant Professor Physics, Astronomy & Materials Science	05/19/17
Eric Sheffield	Professor Reading, Foundations & Technology	05/19/17
Denise Vinton	Instructor Greenwood Laboratory School	05/19/17

RETIREMENTS:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Mary Ann Jennings	Professor School of Social Work	05/19/17
Duane Moses	Associate Professor Computer Information Systems	05/19/17
Yungchen Cheng	Professor Mathematics	05/18/18

CHANGE OF STATUS:

<u>Name</u>	<u>Position-Department</u>	<u>Action</u>	<u>Effective</u>
Letitia J. White	From: Department Head	Status Change	06/12/17
	Professor Communication Sciences & Disorders \$110,654 annually (12-month appointment)		06/30/18
	To: Associate Dean College of Health & Human Services Department Head Professor Communication Sciences & Disorders \$110,654 annually (\$1,500 monthly supplemental) (12-month appointment)		

Academic Personnel Board Actions, cont'd.

Page 3

R. Isabelle Bauman	From: Associate Professor Communication \$62,372 annually To: Interim Department Head Associate Professor Communication \$62,372 annually (\$2,000 monthly supplemental)	Status Change Status Change	07/01/17 06/30/18 07/01/17
David Brown	From: Professor Childhood Ed. & Family Studies To: Faculty Emeritus Childhood Ed. & Family Studies	Status Change	07/01/17
Sapna M. Chakraborty	Department Head Assistant Professor Occupational Therapy	Continuation of Appointment	07/01/17 12/31/20
Peter Collins	From: Professor Music To: Faculty Emeritus Music	Status Change	07/01/17
Jeanne L. Cook	Department Head Associate Professor Physical Therapy	Continuation of Appointment	07/01/17 06/30/20
Christopher Craig	Deputy Provost Office of the Provost Professor Counseling, Leadership & Special Education	Continuation of Appointment	07/01/17 06/30/22
Deborah Cron	Clinical Professor Communication Sciences & Disorders	Continuation of Appointment	07/01/17 06/30/18
Steven T. Dodge	Department Head Clinical Associate Professor Physician Assistant Studies	Continuation of Appointment	07/01/17 06/30/20

Academic Personnel Board Actions, cont'd.

Page 4

Frank A. Einhellig	Provost/Chancellor-Mtn. Grove Office of the Provost	Continuation of Appointment	07/01/17 06/30/20
Tona M. Hetzler	Department Head Professor Sports Medicine & Athletic Training	Continuation of Appointment	07/01/17 06/30/20
Tamera Jahnke	Dean College of Natural & Applied Science Professor Chemistry	Continuation of Appointment	07/01/17 06/30/22
Sarah G. McCallister	Department Head Professor Kinesiology	Continuation of Appointment	07/01/17 06/30/20
Thomas Peters	Dean Library Professor Library Sciences	Continuation of Appointment	07/01/17 06/30/22
Myrna Walker	From: Clinical Instructor Childhood Ed. & Family Studies To: Faculty Emeritus Childhood Ed. & Family Studies	Status Change	07/01/17
Letitia J. White	Department Head Professor Communication Sciences & Disorders	Continuation of Appointment	07/01/17 06/30/20
Colette M. Witkowski	Department Head Professor Biomedical Sciences	Continuation of Appointment	07/01/17 06/30/20
Jamaine Abidogun	From: Professor History To: Faculty Emeritus History	Status Change	08/01/17

Academic Personnel Board Actions, cont'd.

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Ronald Dattero	From: Professor Computer Information Systems To: Faculty Emeritus Computer Information Systems	Status Change	08/01/17
Cynthia Hail	From: Professor Childhood Ed. & Family Studies To: Faculty Emeritus Childhood Ed. & Family Studies	Status Change	08/01/17
Myra Hughes	From: Instructor Biology To: Faculty Emeritus Biology	Status Change	08/01/17
Jack Knight	From: Professor Philosophy To: Faculty Emeritus Philosophy	Status Change	08/01/17
Duane Moses	From: Associate Professor Computer Information Systems To: Faculty Emeritus Computer Information Systems	Status Change	08/01/17
William G. Piston	From: Professor History To: Faculty Emeritus History	Status Change	08/01/17

Elizabeth Rozell	From: Associate Dean College of Business Professor Management & Information Technology \$175,442 annually	Status Change	08/01/17 06/30/19
	To: Interim Department Head Merchandising & Fashion Design Associate Dean College of Business Professor Management & Information Technology \$175,442 annually (\$625 monthly supplemental)		
Thomas Tomasi	From: Associate Dean Graduate Change Professor Biology \$114,220 annually (12-month appointment)	Status Change	08/01/17
	To: Professor Biology \$93,452 annually (9-month appointment)		

REAPPOINTMENTS:

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

COLLEGE OF AGRICULTURE

Department of Physics, Astronomy & Materials Science

Marilyn Odneal

Clinical Instructor

(07/01/2017 – 06/30/2018)

COLLEGE OF BUSINESS

Department of Management & Information Technology

Michael Albritton	Instructor
Richard Burton	Instructor
Radhika Kaula	Instructor
Patrick Sells	Instructor
Jo Lynne Stalnaker	Instructor
Cathryn Van Landuyt	Senior Instructor
Chen Yan	Instructor

COLLEGE OF HEALTH & HUMAN SERVICES

Department of Biomedical Sciences

Sockju Kwon	Clinical Assistant Professor
Tracey Poston	Clinical Assistant Professor

COLLEGE OF HUMANITIES & PUBLIC AFFAIRS

Department of Defense & Strategic Studies

Andrei Shoumikhin	Instructor
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LIBRARY SCIENCES

Department of Library

William B. Edgar	Clinical Associate Professor
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Vote: _____ Yea
 _____ Nay

COMMENTS:

Rachel M. Besara, Associate Dean, Associate Professor, Library Sciences

M.S. Florida State University, 2007
B.S. Southeast Missouri State University, 2004

Experience: 2014 – Present, Director, Florida State University, Tallahassee, Florida; 2013, Interim Department Head, Florida State University, Tallahassee, Florida; 2010 – 2013, Assessment Librarian, Florida State University, Tallahassee, Florida; 2009 – 2010, Undergraduate Assessment & Partnership Specialist, Florida State University, Tallahassee, Florida; 2007 – 2009, Library Operation Supervisor, Florida State University, Tallahassee, Florida; 2007, Teaching Assistant, Florida State University, Tallahassee, Florida; 2006, Graduate Assistant, Florida State University, Tallahassee, Florida; 2005 – 2006, Graduate Research Assistant, Florida Agricultural & Mechanical University, Tallahassee, Florida; 2005 – 2007, Graduate Research Assistant for Project LEAD, Florida State University, Tallahassee, Florida; 2004, Science Student-Teaching, Cape Girardeau Junior High & Oran High School, Cape Girardeau, Missouri.

Kristy Gilmore, Instructor, Greenwood

M.S. Missouri State University, 2001
B.S. Missouri State University, 1993

Experience: 1995 – Present, Science Teacher, Hillcrest High School, Springfield, Missouri; 2003 – Present, Adjunct Chemistry Instructor, Ozarks Technical Community College, Springfield, Missouri; 1996 – 2001, Science Department Chair, Hillcrest High School, Springfield, Missouri; 1993 – 1995, Science Teacher, Hollister High School, Springfield, Missouri.

Elizabeth K. King, Assistant Professor, Childhood Education & Family Studies

Ph.D. University of North Carolina at Greensboro, 2016
M.S. University of North Carolina at Greensboro, 2013
M.A. Pennsylvania State University, 2011

Experience: 2016 – Present, Research & Policy Associate, University of California Berkeley, Berkeley, California; 2011 – 2016, Graduate Research Assistant, University of North Carolina at Greensboro, Greensboro, North Carolina; 2010 – 2011 Undergraduate Research Assistant, Pennsylvania State University, State College, Pennsylvania.

ADDENDUM A

The following have been appointed as Per Course Faculty for the Fall semester: August 21, 2017 through December 15, 2017.

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Allen, Randall	Hospitality Leadership	\$1,430.00
Ampleman, James	Marketing	\$3,300.00
Appelquist, John	Criminology	\$6,000.00
Baker, Shane	Childhood Ed & Family Studies	\$1,630.00
Baltes, Jennifer	Psychology	\$4,890.00
Baney, Jon	Communication	\$4,290.00
Bateman, James	Computer Science	\$1,520.00
	Management & Information Technology	\$3,000.00
Beberniss, Kathy	Biomedical Sciences	\$7,105.00
Beisner, Thomas	Accounting	\$5,000.00
Bennett, Susan	Theatre & Dance	\$4,896.00
Bihlmeyer, James	Media Journalism & Film	\$6,217.58
Booher, Kary	Media Journalism & Film	\$2,448.00
Borich, Michael	Media Journalism & Film	\$2,754.00
Botsford, Diana	Media Journalism & Film	\$2,754.00
Boyer, Mark	Religious Studies	\$4,080.00
Brasier, Jason	Media Journalism & Film	\$2,448.00
Brown, Bryan	Communication	\$8,262.00
Brown, Gina	Childhood Ed & Family Studies	\$2,445.00
Buckle-Lamy, Susan	Childhood Ed & Family Studies	\$3,260.00
Budd, Emily	Art & Design	\$4,896.00
Bullard, Steven	Accounting	\$5,003.00
Bush, Rachel	Theatre & Dance	\$2,145.00
Byrket, Jacqueline	Psychology	\$1,630.00
Cameron, Paul	Biomedical Sciences	\$7,950.00
Cantrell, Jennifer	Counseling, Lead & Spc Ed	\$2,595.00
Capeci, Dominic	History	\$6,266.00
Casada, Amy	Kinesiology	\$3,500.00
Choate, Lenetta	Psychology	\$4,575.00
Cockrum, Leslie	Comm. Sciences & Disorders	\$4,890.00
Crouch, Wedge	Communication	\$5,508.00
Daehn, James	Computer Science	\$3,800.00
Dalton, Rebecca	Psychology	\$2,445.00
D'Angelo, Sandra	Psychology	\$2,745.00
Davis-Sneed, Dollie	Childhood Ed & Family Studies	\$3,260.00

Academic Personnel Board Actions, cont'd.

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Dibble, Laurel	Media Journalism & Film	\$2,754.00
Dixon, Stephanie	Psychology	\$2,445.00
Dobson, Lemont	History	\$2,754.00
Dorman, Chelsea	Reading Foundations & Tech	\$2,445.00
Duprey, Laura	Art & Design	\$5,508.00
Eady, Jerry	School of Nursing	\$3,000.00
Embree, David	Religious Studies	\$4,896.00
Frietze, Joseph	Psychology	\$4,890.00
Gentile, Federica Wanda	Gender Studies	\$2,499.00
Glasemeyer, Carl	Art & Design	\$4,896.00
Goodale, Deborah	Marketing	\$3,300.00
	Finance & General Business	\$3,300.00
Groves, Gregory	Finance & General Business	\$3,999.00
Groves, Jeffrey	Graduate College	\$4,500.00
Happel, Rachel	Psychology	\$2,445.00
Hawkins, Luciane	Childhood Ed & Family Studies	\$3,260.00
Hawkins, Viktoriya	Merch & Fashion Design	\$7,500.00
Haynes, Heather	History	\$2,448.00
Heilman, Jon	Childhood Ed & Family Studies	\$2,445.00
Hieber, Daniel	Philosophy	\$5,400.00
Hilton, Sharon	Merch & Fashion Design	\$7,000.00
Hogan, Joy	Kinesiology	\$2,394.00
Hykes, Elizabeth	Social Work	\$2,445.00
Ibbetson, Sara	Psychology	\$2,445.00
Inman, Kristopher	Communication	\$4,290.00
Jackson, Wendy	Social Work	\$2,445.00
Jaross, Nicholas	Computer Science	\$1,980.00
Jester, Jennifer	Music	\$2,987.00
Jo, Yoojin	Foreign Language Institute	\$4,896.00
Johnson, Laura	Childhood Ed & Family Studies	\$2,445.00
Johnston, Kristina	Psychology	\$2,445.00
Jones, Melissa	Comm. Sciences & Disorders	\$2,445.00
Jordan, Jessica	History	\$2,448.00
Karr, Jeffrey	Modern & Classical Languages	\$2,448.00
Kennell, Everett	Media Journalism & Film	\$2,754.00
Kent, Jennifer	Social Work	\$4,890.00
Khojasteh, Morgan	Communication	\$4,290.00
Kimura, Clyde	Kinesiology	\$2,793.00
Krumme, Gregg	Biomedical Sciences	\$3,258.00
Kyle, Michael	Criminology	\$3,000.00
Lansdown, Lynn	History	\$4,896.00

Academic Personnel Board Actions, cont'd.

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Leggitt, Stephen	Media Journalism & Film	\$2,754.00
Lineberry, Susan	Reading Foundations & Tech	\$2,445.00
Lippelman, Vanessa	Psychology	\$2,445.00
Liu, Fan	Foreign Language Institute	\$4,896.00
Livingston, Brian	Childhood Ed & Family Studies	\$2,445.00
Maloney, John	Psychology	\$4,008.00
Martin, Erin	Psychology	\$5,490.00
Martin, Richard	Computer Science	\$4,281.00
Massey, Dallas	Biomedical Sciences	\$2,700.00
McDonald, Scott	Finance & General Business	\$3,300.00
McNew, Sarah	Psychology	\$5,490.00
Meyers, Sandra	Finance & General Business	\$3,300.00
Miller, Arden	Psychology	\$5,793.00
Miller, Blake	Communication	\$4,290.00
Miller, Worth	History	\$5,786.00
Mitchell, Jennifer	History	\$4,896.00
Mitchell, Shauna	Criminology	\$3,000.00
Moore, Cynthia	Art & Design	\$6,324.00
Murphy, Lindsey	Childhood Ed & Family Studies	\$2,445.00
Murray, Kathleen	Music	\$4,590.00
Norris, Brian	Art & Design	\$2,448.00
O'Neal, Stephanie	History	\$4,896.00
Osredker, Michael	Finance & General Business	\$3,300.00
Parrish, Matthew	Media Journalism & Film	\$2,754.00
Patterson, Jane	Finance & General Business	\$7,999.00
Pennington, David	Communication	\$7,803.00
Pettijohn, James	Finance & General Business	\$11,572.00
Phillips, Melanie	Communication	\$4,290.00
Pilkenton, Andrew	Art & Design	\$2,448.00
Piston, Nancy	History	\$2,448.00
Pleshka, Anton	Art & Design	\$2,448.00
Quigley, Roger	Mathematics	\$2,595.00
Rathbun, Susa	Childhood Ed & Family Studies	\$2,445.00
Reynolds, Todd	Art & Design	\$4,896.00
Rice, Judith	History	\$5,508.00
Rice, Phillip	History	\$5,508.00
Riggs, Stefanie	Childhood Ed & Family Studies	\$1,630.00
Ruggiero, Giulianella	Foreign Language Institute	\$4,896.00
Rushefsky, Mark	Political Science	\$5,793.00
Rutherford, James	Art & Design	\$4,896.00
Salloum, Georget	Foreign Language Institute	\$4,896.00

Academic Personnel Board Actions, cont'd.

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Schmitt, Vicki	Reading Foundations & Tech	\$7,200.00
Senter, Pamela	Art & Design	\$6,324.00
Sheets-McKeag, Sarah	Art & Design	\$2,448.00
Sherman, Dana	CHHS-Master of Public Health	\$2,475.00
Slone, Allison	Comm. Sciences & Disorders	\$4,890.00
Sly, James	Psychology	\$4,890.00
Smillie, Donald	Graduate College	\$5,000.00
Smith, Susan	Political Science	\$2,799.00
Snider, Philip	Religious Studies	\$5,508.00
Stacy, William	Music	\$4,896.00
Starnes, Kara	Communication	\$4,290.00
Stein, James	Biomedical Sciences	\$4,800.00
Stout, Kristen	Communication	\$4,290.00
Stulce, Brad	Kinesiology	\$2,331.00
Sutherland, Kelly	Childhood Ed & Family Studies	\$2,745.00
Sutton, Kim	Childhood Ed & Family Studies	\$2,445.00
Terry, Donna	Childhood Ed & Family Studies	\$1,630.00
Thao, Kong	Media Journalism & Film	\$2,448.00
Thomas, Michael	Kinesiology	\$4,000.00
Thompson, Dean	Graduate College	\$6,000.00
Tombley, Kenneth	Social Work	\$2,745.00
	Psychology	\$2,745.00
Tsahiridis, Peter	History	\$2,448.00
Tucker, Timothy	Childhood Ed & Family Studies	\$2,445.00
Tyree, Ashley	Reading Foundations & Tech	\$815.00
Varava, Kira	Communication	\$2,754.00
Wallenburg, Roger	Finance & General Business	\$3,300.00
Wan, Stephanie	Psychology	\$2,745.00
Weaver, Marissa	Communication	\$2,754.00
Westphal, Leonard	Communication	\$5,508.00
Williams, James	Music	\$757.00
Williams, Kirby	Psychology	\$2,445.00
Wolken, Jennifer	Art & Design	\$4,896.00
Zinselmeier, Daniel	Accounting	\$3,999.00

ADDENDUM B

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

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Adamson, Reesha	Counseling, Lead & Spc Ed.	\$935.00
Aldrich, Donna	Reading Foundations & Technology	\$990.00
Altena, Thomas	Kinesiology	\$6,015.00
Amberg, Richard	Media Journalism & Film	\$660.00
Amidon, Ethan	Criminology	\$7,253.00
Anderson, Wayne	Finance & General Business	\$660.00
Artman, Amy	Religious Studies	\$3,850.00
Baker, Rebecca	Physics Astronomy & Mat. Science	\$4,761.00
Bassett, Damon	Geography Geology & Planning	\$1,265.00
Bauman, R. Isabelle	Communication	\$880.00
Beatty, Nick	Political Science	\$3,740.00
Beckman, David	Biology	\$1,760.00
Beckman, Tracy	Biomedical Sciences	\$2,695.00
Bennett, Susan	Theatre & Dance	\$4,043.00
Benzer, Fatih	Art & Design	\$6,000.00
Bishop, Rhonda	Childhood Ed & Family Studies	\$1,485.00
Borich, Michael	Media Journalism & Film	\$2,754.00
Botsford, Diana	Media Journalism & Film	\$825.00
Bourhis, John	Communication	\$660.00
Boyd, Carmen	Biomedical Sciences	\$4,354.00
Boyle, Michael	Philosophy	\$2,530.00
Brock, Russell	Agency for Teaching, Leading & Learning	\$2,500.00
Buchanan, Erin	Psychology	\$3,135.00
Buening, Caitlin	Physical Therapy	\$915.00
Burge, Sara	English	\$1,980.00
Bush, Rachel	Theatre & Dance	\$3,685.00
Byrket, Jacqueline	Psychology	\$1,540.00
Cadle, Lanette	English	\$770.00
Camp, Deanne	Reading Foundations & Technology	\$3,410.00
Carter, Shelley	School of Nursing	\$850.00
Cemore-Brigden, Joanna	Childhood Ed & Family Studies	\$1,045.00
Chambers, Amanda	Childhood Ed & Family Studies	\$1,210.00
Chang, Ching-Wen	Reading Foundations & Technology	\$2,842.00
Chenoweth, Amelia	Counseling, Lead & Spc Ed.	\$1,027.00
Choate, Lenetta	Psychology	\$1,925.00

Academic Personnel Board Actions, cont'd.

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Chuchiak, John	History	\$825.00
Clouse Day, Sherry	Accounting	\$3,999.00
Combs, Rachel	English	\$2,448.00
Cornelius-White, Jeffrey	Counseling, Lead & Spc Ed.	\$55.00
Correll, Pamela	Reading Foundations & Technology	\$3,000.00
Crafts, Daniel	Hospitality Leadership	\$10,650.00
Craigo, Karen	English	\$1,100.00
Crownover, Seth	Philosophy	\$5,255.00
Czyniejewski, Michael	English	\$1,980.00
Dalton, Tracy	English	\$1,100.00
Davis, Joshua	Management & Information Technology	\$275.00
DePaepe, Paris	Counseling, Lead & Spc Ed.	\$6,126.00
Dibble, Laurel	Media Journalism & Film	\$825.00
Dicke, Thomas	History	\$4,400.00
Dixon, Stephanie	Psychology	\$1,540.00
Dollar, Susan	Nursing	\$55.00
	Social Work	\$935.00
Dorman, Chelsea	Reading Foundations & Technology	\$2,445.00
Downing, John	Kinesiology	\$6,786.00
Drake, Nancy	Physical Therapy	\$915.00
Dubash-Buskirk, Elizabeth	Communication	\$4,755.00
Dyer, Samuel	Communication	\$770.00
Ehlers, Abigale	Hospitality Leadership	\$2,750.00
Ellickson, Mark	Political Science	\$6,930.00
English, Catherine	English	\$4,131.00
Ernce, Keith	Kinesiology	\$2,769.00
Estrella, Ana	Study Away	\$2,258.00
Feeney, Sylvia	Biomedical Sciences	\$3,190.00
Felicilda, Rhea	Nursing	\$367.00
Finch, Kim	Counseling, Lead & Spc Ed.	\$7,842.00
Fiset, Elizabeth	English	\$2,154.00
Frederick, Dana	Finance & General Business	\$2,475.00
Frederick-Hudson, Katherine	Biology	\$1,705.00
Gallaway, Terrel	Economics	\$3,355.00
Gardner, Kenneth	English	\$3,493.00
Gibson, Hugh	Kinesiology	\$4,886.00
	Study Away	\$4,886.00
Goddard, Stacy	Kinesiology	\$6,230.00
Goeringer, Michael	Counseling, Lead & Spc Ed.	\$1,045.00
Goodwin, David	Reading Foundations & Technology	\$935.00
Gross, David	English	\$3,384.00

Academic Personnel Board Actions, cont'd.

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Haggard, Kelly	Finance & General Business	\$1,870.00
Hail, Cynthia	Childhood Ed & Family Studies	\$825.00
Hallgren, Deanna	Childhood Ed & Family Studies	\$1,595.00
Hass, Aida	Criminology	\$1,815.00
Hatz, Kirsten	Kinesiology	\$1,467.00
Hein, Stephanie	Hospitality Leadership	\$440.00
Hendrickson, Nicole	Biomedical Sciences	\$4,153.00
Herr, Christopher	Theatre & Dance	\$825.00
Herring, Sean	English	\$4,838.00
High, Brian	Chemistry	\$4,620.00
Hiller, Jokima	Hospitality Leadership	\$990.00
Hinch, Steven	Study Away	\$2,258.00
Hobbs, Lori	Religious Studies	\$2,695.00
Hoelscher, Seth	Finance & General Business	\$10,000.00
Hooker, Tristin	English	\$4,153.00
Hopper, Tina	Biology	\$2,970.00
Howard, Jason	Communication	\$715.00
Hulett, Michelle	College of Business	\$5,738.00
Hurst, Beth	Reading Foundations & Technology	\$2,035.00
Ice, Whitney	Theatre & Dance	\$2,145.00
Iman, Gary	Communication	\$1,870.00
Jean-Charles, Alex	Reading Foundations & Technology	\$1,760.00
Jester, Jennifer	Music	\$1,210.00
John, Judith	English	\$6,305.00
Johnson, David	Political Science	\$3,520.00
Johnson, Laura	Childhood Ed & Family Studies	\$1,375.00
Johnson, Richard	Management & Information Technology	\$715.00
Jutla, Rajinder	Geography Geology & Planning	\$1,265.00
Kaf, Wafaa	Comm. Sciences & Disorders	\$4,933.00
Kappeler, Erin	English	\$6,000.00
Kaula, Rajeev	Management & Information Technology	\$2,310.00
Keeschulte, Melanie	Modern & Classical Languages	\$1,650.00
Keller, Ted	Geography Geology & Planning	\$7,245.00
Keltner, Michael	Kinesiology	\$2,077.00
Kitchin, Jonathan	English	\$990.00
Kleinsasser, Steven	Counseling, Lead & Spc Ed.	\$2,445.00
Koroglu, Didem	Communication	\$715.00
Krumme, Gregg	Biomedical Sciences	\$1,045.00
Kwon, Sockju	Biomedical Sciences	\$3,755.00
Kyle, Jerri Lynn	Communication	\$1,980.00
Lancaster, Phillip	Agriculture	\$7,140.00

Academic Personnel Board Actions, cont'd.

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Larkin, Kathleen	Finance & General Business	\$1,870.00
Leamy, Diane	Criminology	\$715.00
Leasure, Stanley	Finance & General Business	\$1,925.00
Lewis, Kayla	Reading Foundations & Technology	\$1,503.00
Liang, Yating	Kinesiology	\$4,599.00
Lombilla, Luis	Modern & Classical Languages	\$1,375.00
	Study Away	\$6,579.00
Lutz, David	Psychology	\$6,590.00
Maas, Richard	Physical Therapy	\$2,745.00
Maddox, Jane	English	\$2,814.00
Mantie-Kozlowski, Alana	Comm. Sciences & Disorders	\$6,928.00
Massey, Dallas	Biomedical Sciences	\$1,045.00
Masterson, Gerald	Kinesiology	\$1,155.00
Mays, Larry	Kinesiology	\$2,077.00
Mazanec, Brian	Defense & Strategic Studies	\$5,499.00
Mbanga, Cedric	Finance & General Business	\$7,500.00
McCarthy, Bernard	Criminology	\$990.00
McCracken, Ramey	English	\$990.00
McElmurry, Robert	English	\$4,896.00
McLean, Annice	Reading Foundations & Technology	\$2,365.00
McRae, Jennifer	Sports Med & Athletic Train	\$2,400.00
Meek, Russell	College of Business	\$7,550.00
Melley, Brendan	Defense & Strategic Studies	\$5,499.00
Mickus, Kevin	Geography Geology & Planning	\$8,000.00
Miller, F. Thornton	History	\$1,870.00
Mitchell, David	Economics	\$3,465.00
Mitchell, Molinda	English	\$3,493.00
Mitra, Mahua	Economics	\$1,925.00
Morris, Taleyna	Communication	\$2,310.00
Moser, Linda	English	\$6,203.00
Muchnick, Amy	Study Away	\$6,827.00
Nelsen, Janice	Kinesiology	\$3,554.00
Nelson, Eric	History	\$2,475.00
Nelson, Walt	Finance & General Business	\$2,035.00
Newman, Jonathan	English	\$6,000.00
Niekamp, Melissa	Nursing	\$660.00
Nord, Sarah	English	\$770.00
Novik, Melinda	Kinesiology	\$7,971.00
Oden, Debra	Accountancy	\$8,565.00
Olsen, Reed	Economics	\$770.00
	Nursing	\$165.00

Academic Personnel Board Actions, cont'd.

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Olson, Stevan	Accountancy	\$6,081.00
Onyango, Benjamin	Agriculture	\$7,439.00
Pearce, Amy	Biomedical Sciences	\$3,750.00
Pearman, Cathy	Reading Foundations & Technology	\$3,245.00
Penkalski, Melissa	School of Nursing	\$8,874.00
Phillips, Lindsay	Childhood Ed. & Family Studies	\$3,325.00
Philpot, James	College of Business	\$14,275.00
Piccolo, Diana	Childhood Ed & Family Studies	\$770.00
Pierson, Matthew	Cooperative Engineering	\$6,616.00
Post, Rana	Childhood Ed. & Family Studies	\$3,820.00
Poston, Tracey	Biomedical Sciences	\$3,978.00
Proctor, Lisa	Comm. Sciences & Disorders	\$2,640.00
Pursley, Jennifer	Mathematics	\$2,090.00
Rader, John Gary	Political Science	\$1,100.00
Rector, Paula	Criminology	\$2,933.00
Remley, Melissa	Agriculture	\$7,026.00
Rimal, Arbindra	Agriculture	\$6,776.00
Roam, Kimberly	Childhood Ed. & Family Studies	\$1,393.00
Roberts, Tuesda	Reading Foundations & Technology	\$3,000.00
Rogers, Lori	English	\$4,211.00
Rose, John	Defense & Strategic Studies	\$6,127.00
Rosenkoetter, John	Psychology	\$4,996.00
Rost, Ann	Psychology	\$2,310.00
Rowe, Roberta	Communication	\$1,320.00
Runke, Gayle	Kinesiology	\$8,822.00
Salinas, Patti	Criminology	\$2,365.00
Satterfield, Michelle	Childhood Ed. & Family Studies	\$1,705.00
Saxton, Caryn	Criminology	\$1,265.00
Scott, James	Finance & General Business	\$1,815.00
Scott, Patrick	Political Science	\$6,058.00
Scott, Shari	Counseling, Lead & Spc Ed.	\$2,237.00
Seawright, Leslie	English	\$6,000.00
Sells, Patrick	Management & Information Technology	\$1,870.00
Sexton, Randall	Management & Information Technology	\$7,678.00
Shand-Hawkins, Carolyn	Mathematics	\$1,870.00
Shirley, Corinne	Modern & Classical Languages	\$1,210.00
Simmers, Christine	Marketing	\$1,265.00
Simmons, Daniel	Communication	\$2,695.00
Skibiski, Barbara	Biomedical Sciences	\$10,943.00
Smith, Joshua	Biomedical Sciences	\$3,296.00
Stafford, Gary	Mathematics	\$4,455.00

Academic Personnel Board Actions, cont'd.

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Stanton, Rhonda	English	\$5,210.00
Stewart, Matthew	English	\$2,448.00
Stockburger, David	Psychology	\$550.00
Stormer, Kimberly	Reading Foundations & Tech	\$3,000.00
Stulce, Tara	Biomedical Sciences	\$1,265.00
Sullivan, Patrick	Mathematics	\$2,907.00
Suttmoeller, Michael	Criminology	\$2,567.00
Teague, Gretchen	English	\$2,448.00
Templeton, Kelly Mark	Theatre & Dance	\$4,031.00
Thomas, Suneeta	English	\$6,000.00
Tombly, Kenneth	College of Hlth & Human Svcs	\$2,445.00
Townsley, Megan	English	\$3,383.00
Tucker, Timothy	Geography Geology & Planning	\$4,560.00
Turner, John	English	\$9,187.00
Utle, Rose	Nursing	\$1,900.00
Van Ornum, Kimberly	Mathematics	\$2,200.00
Walker, Elizabeth	Agriculture	\$9,162.00
Walters, Heather	Communication	\$10,094.00
Ward, Gary	Physical Therapy	\$1,768.00
Weber, Andrea	Counseling, Lead & Spc Ed	\$2,745.00
Whitaker, Charles	Media Journalism & Film	\$3,634.00
White, Timothy	Media Journalism & Film	\$3,025.00
Williams, Joseph	Biomedical Sciences	\$3,557.00
Wilson, Daniel	Kinesiology	\$8,575.00
Witte, Hugh	Finance & General Business	\$605.00
Wittenberg, Brittany	Childhood Ed & Family Studies	\$3,000.00
Woodard, Rebecca	Kinesiology	\$12,754.00
Wooden, Shannon	English	\$990.00
Yarckow-Brown, Ivy	Criminology	\$3,080.00
Young, Brett	English	\$990.00

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

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Bosch, Eric	Chemistry	\$5,744.00
Brame, Erika	Media Journalism & Film	\$2,754.00
Burton, Michael	Study Away	\$3,503.00
Burton, Richard	Management & Information Tech	\$3,008.00
Frizell, Michael	Theatre & Dance	\$1,430.00
Gartin, Patrick	Study Away	\$5,026.00
Herring, Sean	English	\$1,100.00
Kaula, Radhika	Management & Information Technology	\$3,060.00
Mitchell, Jeffrey	Counseling, Lead & Spc Ed.	\$4,600.00
Murray, Sarah	Biomedical Sciences	\$1,135.00
Rader, John Gary	Political Science	\$2,800.00
Ramos, Duany	Reading Foundations & Tech	\$2,726.00
Stalnaker, Jo Lynne	Management & Information Technology	\$3,060.00
Templeton, Kelly	Theatre & Dance	\$2,601.00
Wilcoxon, Sarah	Theatre & Dance	\$1,288.00

ADDENDUM D

The following have been appointed as Graduate Teaching Assistants for the Summer semester: June 5, 2017 through August 4, 2017.

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Amadi, Charles	Mathematics	\$2,193.00
Anderson, Briana	Biology	\$2,668.00
Blankenship, Jacob	Chemistry	\$2,668.00
Carter, John	Mathematics	\$2,193.00
Eckelmann, Andrew	Chemistry	\$2,668.00
Herbig, Ellen	Assessment	\$2,193.00
Islam, Md Shafiqul	Physics, Astronomy & Materials Science	\$1,334.00
Johnson, Shannon	Biology	\$2,668.00
Klein, Talia	Geography, Geology & Planning	\$2,193.00
Lefler, Shannon	Comm. Sciences & Disorders	\$1,096.00
Martin, Aiden	Mathematics	\$2,193.00
Nichols, Haley	Comm. Sciences & Disorders	\$1,096.00
Pascoe, Abraham	Mathematics	\$2,193.00
Patton, Leanna	Chemistry	\$2,668.00
Patz, Sarah	Comm. Sciences & Disorders	\$1,096.00
Tate, Raysha	Agriculture	\$2,193.00

The following have been appointed as Graduate Teaching Assistants for the Fall semester: August 14, 2017 through December 15, 2017.

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Deeds, Jaggar	College of Business	\$5,336.00
Johnson, Nicole	College of Business	\$5,336.00
O'Brien, Ciara	College of Business	\$5,336.00

The following have been appointed as Graduate Teaching Assistants for the Academic Year: August 14, 2017 through May 18, 2018.

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Bhattacharai, Gaurab	Biology	\$8,772.00
Qin, Mengqing	Mathematics	\$8,772.00
Ross, Catherine	Mathematics	\$8,772.00

III.E.2.

MISSOURI STATE UNIVERSITY

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

APPOINTMENTS:

<u>Name</u>	<u>Position-Department</u>	<u>Grade</u>	<u>Salary</u>	<u>Effective</u>
John McLaughlin	Custodian I Residence Life, Housing & Dining Services	21	\$20,800 annually	05/16/17
Dustin J. Braddish	Financial Aid Counselor Financial Aid	42	\$32,300 annually	06/05/17
Austin C. Money	Asst. Director-Outdoor Adventures Campus Recreation	42	\$36,129 annually	06/05/17
Ryan Brown	Patrol Corporal Safety & Transportation	25	\$29,661 annually	06/19/17
Mary Moore	Custodian I Custodial Services	21	\$20,800 annually	06/19/17
Jacob L. Shaw	Assistant Director-Facilities & Operations Residence Life, Housing & Dining Services	45	\$49,000 annually	06/26/17
Holly L. Pomrening	Administrative Assistant II Taylor Health & Wellness Center (75% FTE)	12	\$22,230 annually	06/30/17
Kimberly N. Brake	Academic Advisor Academic Advisement Center	42	\$33,000 annually	07/05/17
James J. Chang	Academic Administrative Assistant II English	12	\$27,040 annually	07/05/17

Non-academic Personnel Board Actions, cont'd.

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Cassandra L. Clark	VESTA Missouri Program Coordinator Agriculture	42	\$35,000 annually	07/05/17
Amanda Houts	Operations Assistant Athletics Intercollegiate Athletics	13	\$32,760 annually	07/05/17
Charles Long	Maintenance General Mechanic Facilities Maintenance	25	\$30,992 annually	07/05/17
Yi Wu	Marketing & Recruitment Specialist, International Education & Training International Leadership & Training Center	42	\$35,000 annually	07/05/17
Scott A. Jones	Assistant Director, Dual Credit Missouri State Outreach	42	\$41,000 annually	07/10/17
Paige D. Oxendine	Business Incubator Program Coordinator eFactory	42	\$45,000 annually	07/10/17
Jared Grimsley	Residence Hall Director Residence Life, Housing & Dining Services	42	\$32,500 annually	07/17/17
Kristen Taylor	Manager Corporate Support & Community Engagement Broadcast Services	44	\$54,753 annually	07/17/17
Philip N. Wittmer	Physician Medical Staff Taylor Health & Wellness Center	UN	\$152,000 annually	07/17/17
Julianna Swope	Executive Assistant I College of Business	12	\$32,510 annually	07/24/17

LEAVE WITH PAY:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Donald Moreno	Custodian I Custodial Services	06/30/17 07/31/17

RESIGNATIONS:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Hannah Johnson	Residence Hall Night Host/Hostess Residence Life, Housing & Dining Services	05/22/17
Sarah E. Caldwell	Manager-Accounts Payable & Budgeting Financial Services	06/12/17
Nathan Thompson	Assistant Coach Intercollegiate Athletics	06/16/17
Matthew D. Bolger	Operations Assistant Athletics Intercollegiate Athletics	06/23/17
Megan K. Balasundaram	Academic Advisor/Retention Specialist Business Advisement Center	06/26/17
Jennifer Baldwin	Admission Evaluator Office of Admissions	06/29/17
Claudia Franks	Instructional Specialist Agency for Teaching, Leading & Learning	06/30/17
Melissa A. Griffith-Phelps	Assistant Director, Masters of Administrative Studies Program Graduate College	06/30/17
Preston Phelps	Residence Hall Director Residence Life, Housing & Dining Services	06/30/17
Hunter D. Klie	China Programs Specialist International Leadership & Training Center	08/04/17
Abigail Lacy	Corporate Support Representative & Special Event Assistant Broadcast Services	08/04/17

RETIREMENTS:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Lisa Langston	Mental Health Clinician Counseling Center	05/19/17
Alan Benton	Centralized User Support Specialist Computer Services	07/31/17
Nancy Hudson	Accounting Specialist Student Employment	07/31/17
Janice K. Rund	Executive Assistant II College of Health & Human Services	09/30/17

LAY-OFF:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Kunti Bentley	Program Coordinator Missouri Campus Compact	06/30/17
Susan Camp	Director of Sponsorships Office of Development	06/30/17
Robert T. Tinney	Distributed User Support Specialist College of Education	06/30/17
Tabitha Underwood	Executive Director Missouri Campus Compact	06/30/17

SEPARATION FROM EMPLOYMENT:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Kevin Dunn	Assistant Coach Intercollegiate Athletics	06/30/17
Michael Scott	Assistant Coach Intercollegiate Athletics	06/30/17

CHANGE OF STATUS:

<u>Name</u>	<u>Position-Department</u>	<u>Action</u>	<u>Effective</u>
Lauren Cornelison	<p>From: Jr Research Scientist Center for Biomedical & Life Sciences GR 42, \$33,660 annually</p> <p>To: Sr Research Scientist Center for Biomedical & Life Sciences GR 45, \$44,484 annually</p>	Reclassification & Salary Adjustment	06/01/17
Chris F. Heslip	<p>From: Warehouse & Delivery Clerk Property Control GR 21, \$22,528 annually</p> <p>To: Property Control Specialist Property Control GR 23, \$27,997 annually</p>	Promotion	06/01/17
LaTrisha Lavish	<p>From: Administrative Specialist II Southwest Missouri Area Health Education Center GR 12, \$19,945 annually (75% FTE)</p> <p>To: Health Career Coordinator Southwest Missouri Area Health Education Center GR 43, \$35,000 annually (100% FTE)</p>	Promotion	06/01/17
Craig R. Shikles	<p>From: Custodial Supply, Delivery & Storage Foreman Residence Life, Housing & Dining Services</p> <p>To: Staff Emeritus Residence Life, Housing & Dining Services</p>	Status Change	06/01/17

Non-academic Personnel Board Actions, cont'd.

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Jeff Sly	From: Custodian I Residence Life, Housing & Dining Services GR 21, \$20,800 annually To: Custodial Specialist Residence Life, Housing & Dining Services GR 23, \$26,000 annually	Promotion	06/01/17
Brittany Buttram	From: Residence Hall Receptionist Residence Life, Housing & Dining Services GR 10, \$18,200 annually (83% FTE) To: Administrative Assistant II Planning, Design & Construction GR 12, \$27,352 annually (100% FTE)	Promotion	06/05/17
Amanda F. Conner	From: Academic Administrative Assistant I School of Nursing GR 11, \$23,961 annually To: Administrative Assistant II School of Nursing GR 12, \$28,080 annually	Promotion	06/19/17
Julie Anderson-Ituarte	Blindness Skills Specialist Agency for Teaching, Leading & Learning	Continuation of Appointment	07/01/17 06/30/18
Etta Dee Armstrong	From: Administrative Assistant II Missouri Campus Compact To: Administrative Specialist II Missouri State Online	Status Change	07/01/17
Jacob Barreau	Assistant Coach Intercollegiate Athletics From: \$34,577 annually To: \$46,918 annually	Salary Adjustment	07/01/17

Non-academic Personnel Board Actions, cont'd.

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Sherry Blunt	From: Receptionist Residence Life, Housing & Dining Services To: Staff Emeritus Residence Life, Housing & Dining Services	Status Change	07/01/17
Darla J. Butcher	Blindness Skills Specialist Agency for Teaching, Leading & Learning	Continuation of Appointment	07/01/17 06/30/18
Carol A. Cozort	Professional Developer Agency for Teaching, Leading & Learning	Continuation of Appointment	07/01/17 06/30/18
Paul A. Evans	Assistant Coach Intercollegiate Athletics From: \$63,846 annually To: \$69,846 annually	Salary Adjustment	07/01/17
Julie A. Germann	Professional Developer Agency for Teaching, Leading & Learning	Continuation of Appointment	07/01/17 06/30/18
Tracy Gross	Professional Developer Agency for Teaching, Leading & Learning	Continuation of Appointment	07/01/17 06/30/18
Keith Guttin	Head Athletics Coach Intercollegiate Athletics From: \$117,770 annually To: \$123,770 annually	Salary Adjustment	07/01/17
Joi Hook	Accounting Specialist Agency for Teaching, Leading & Learning	Continuation of Appointment	07/01/17 06/30/18
Jana L. Loge	Professional Learning Community Project Coordinator Agency for Teaching, Leading & Learning	Continuation of Appointment	07/01/17 06/30/18

Non-academic Personnel Board Actions, cont'd.

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Steven Lowery	From: Patrol Sergeant Safety & Transportation To: Staff Emeritus Safety & Transportation	Status Change	07/01/17
Margaret Sue Morris	Accounting Specialist College of Agriculture From: GR 13, \$35,808 annually (100% FTE) To: GR 13, \$26,856 annually (75% FTE)	Status Change & Salary Adjustment	07/01/17
H. Wes Pratt	Assistant to the President & Chief Diversity Officer Office of Diversity & Inclusion	Continuation of Appointment	07/01/17
Andrea S. Rockney	Positive Behavior Support Consultant Agency for Teaching, Leading & Learning	Continuation of Appointment	07/01/17 06/30/18
Lori L. Slater	Positive Behavior Support Consultant Agency for Teaching, Leading & Learning	Continuation of Appointment	07/01/17 06/30/18
Jeff Stevens	From: Patrol Corporal Safety & Transportation GR 25, \$31,491 annually To: Patrol Sergeant Safety & Transportation GR 26, \$34,361 annually	Promotion	07/01/17
Melissa Stokes	Head Athletics Coach Intercollegiate Athletics From: \$102,157 annually To: \$112,157 annually	Salary Adjustment	07/01/17
Thomas P. Van Someren	From: Sr. Programmer/Analyst Computer Services To: Staff Emeritus Computer Services	Status Change	07/01/17

Non-academic Personnel Board Actions, cont'd.

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Lauren Webster	Interim Associate Director Contract Compliance Manager Planning Design & Construction GR 44, \$52,513 annually (\$1,000 monthly supplemental)	Continuation of Appointment	07/01/17 09/30/17
Cheryl Wrinkle	Special Education Improvement Consultant Agency for Teaching, Leading & Learning	Continuation of Appointment	07/01/17 06/30/18
Kelly J. Dalton	From: Senior Accounting-Analyst Financial Services GR 44, \$49,980 annually To: Manager, Accounts Payable & Budgeting Financial Services GR 45, \$58,000 annually	Promotion	07/05/17
Matthew McDonough	From: Assistant Director Athletic Development Athletics Development GR 42, \$47,476 annually To: Director of Development GR 44, \$52,000 annually	Promotion	07/05/17
Delores Joyce	From: Project Coordinator, Tobacco Use Prevention Ozarks Public Health Institute GR 42, \$46,231 annually To: Organizational & Talent Development Specialist Office of Human Resources GR 42, \$39,000 annually	Status Change	07/13/17
Don L. Brockman	Physician Medical Staff Taylor Health & Wellness Center From: \$129,795 annually To: \$152,000 annually	Salary Adjustment	07/17/17

Non-academic Personnel Board Actions, cont'd.

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Filip J. Garrett	Physician Medical Staff Taylor Health & Wellness Center From: \$142,138 annually To: \$152,000 annually	Salary Adjustment	07/17/17
Robert W. Heath	Physician Medical Staff Taylor Health & Wellness Center From: \$142,058 annually To: \$152,000 annually	Salary Adjustment	07/17/17
Karen C. Scott	From: Information Specialist Financial Aid GR 13, \$29,326 annually To: Accounting Specialist Study Away GR 13, \$29,847 annually	Status Change & Salary Adjustment	07/17/17
Mary A. Wardell	Physician Medical Staff Taylor Health & Wellness Center From: \$138,351 annually To: \$152,000 annually	Salary Adjustment	07/17/17
Alan D. Benton	From: Centralized User Support Specialist Computer Services To: Staff Emeritus Computer Services	Status Change	08/01/17
Nancy Hudson	From: Accounting Specialist Student Employment To: Staff Emeritus Student Employment	Status Change	08/01/17

Non-academic Personnel Board Actions, cont'd.

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Michelle Hulett	<p>From: Senior Instructor Management & Information Technology \$44,410 annually (9-month faculty appointment)</p> <p>To: Director International Business Programs College of Business GR 45, \$53,411 annually (10-month staff appointment)</p>	Status Change	08/01/17
Iris K. Kudula	<p>English Language Instruction Specialist English Language Institute</p> <p>From: GR 42, \$36,887 annually (100% FTE)</p> <p>To: GR 42, \$27,665 annually (75% FTE)</p>	Status Change	08/01/17
Brittany Lescano	<p>From: Academic Advisor/Retention Specialist College of Business GR 42, \$34,502 annually</p> <p>To: Academic Advisor, College of Business Graduate Program College of Business GR 43, \$40,000 annually</p>	Promotion	08/01/17
Charles K. Miller	<p>English Language Instruction Specialist English Language Institute</p> <p>From: GR 42, \$33,081 annually (100% FTE)</p> <p>To: GR 42, \$24,811 annually (75% FTE)</p>	Status Change	08/01/17
Catherine C. Pettijohn	<p>English Language Instruction Specialist English Language Institute</p> <p>From: GR 42, \$33,081 annually (100% FTE)</p> <p>To: GR 42, \$24,811 annually (75% FTE)</p>	Status Change	08/01/17

Non-academic Personnel Board Actions, cont'd.

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Janice K. Rund

From: Executive Assistant II
College of Health & Human
Services

Status Change

10/01/17

To: Staff Emeritus
College of Health & Human
Services

Vote: _____ Yea
 _____ Nay



Enterprise Risk Management Summary

Missouri State University

August 2017

Office of Internal Audit



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

Enterprise Risk Management

Missouri State University

The Missouri State University Enterprise Risk Management Committee has determined the top ten risks confronting the University. The risks are as follows:

1. Funding Risks

Decreasing state appropriations and increasing costs, coupled with the statutory cap on tuition rates, has resulted in funding being the number one risk facing Missouri State University. Inadequate funding makes it difficult for the University to grow, compete, and maintain quality.

2. Reputation Risks

Higher Education Institutions currently have a reputation for having a “bloated” budget and being inefficient. While Missouri State University does not have a “bloated” budget and can tout many efficiencies throughout campus, working to communicate this and continually managing the University’s reputation has become significantly important in the face of decreasing state appropriations. Additionally, ongoing national conversations regarding diversity, free speech, and campus sexual assault continue to present additional reputational risks for universities across the country.

3. Safety and Emergency Preparedness Risks

The risk of severe weather, a hostile intruder, a fire, and several other safety and emergency related risks continue to be a top risk for the campus. Maintaining adequate staffing and training in these areas continues to remain a high priority even as funding decreases.

4. Student Related Risks

Student success, student debt, and student behavioral health issues (e.g., suicide prevention) are just a few of the student related risks ranking high on the University's radar.

5. Personnel Related Risks

The difficulty in retaining and recruiting quality personnel without adequate funds to provide competitive salaries and salary increases continues to pose a risk for the University. Other personnel related risks include maintaining a diverse workforce and complying with ever changing regulatory and legal requirements (ACA, FLSA, ADA, MOSERS)

6. Legal Compliance

The area of ADA compliance currently presents the greatest legal compliance risk to the University. Included in ADA compliance is digital accessibility, student/employee accommodations, and facility accessibility. Other compliance areas that present ongoing risks include Title IX and the Clery Act.

7. International and Domestic Travel Risks

The increase in international terror and political incidents are risks facing our students, faculty and staff who travel internationally.

8. Athletic Related Risks

Providing adequate funds for athletic programs presents a significant challenge when revenues are decreasing and costs are increasing. Other risk areas affecting athletics includes the health and safety of student athletes, Title IX compliance, and NCAA compliance.

9. Information Technology Risks

Adequately securing data and preventing data breaches from the numerous types of computer security threats rank among the top of the information technology related risks.

10. Fraud Risks

Theft or misuse of University assets from all sources (internal and external) remains a University risk.

IV.B.



Missouri State University
W E S T P L A I N S

Enterprise Risk Management Summary

Missouri State University – West Plains

August 2017

**Office of Business and Support Services /
Office of Internal Audit**



Enterprise Risk Management Missouri State University – West Plains

The Missouri State University – West Plains Enterprise Risk Management Committee has determined the top seven risks confronting the University specifically related to the West Plains Campus to include Shannon Hall in Mountain Grove. The risks are as follows:

1. Funding

Decreasing state appropriations, decreasing grant funding, increasing costs, high proportion of state appropriations / tuition fee ratio, and recent enrollment trends are financially impacting the campus. Efficient management of resources is more vital than ever, resulting in funding being the number one risk for the West Plains campus. Funding challenges make it difficult to maintain services and grow needed programs that serve our students.

2. Student Related Risks

Students are the very reason higher education institutions exist, however, these students bring unique opportunities and challenges to the campus. Providing students with necessary services to maintain academic, financial and emotional stability is a constant but necessary task. The campus is presented with daily struggles from students that can affect retention, campus finances, and possible safety of others.

3. Personnel Related Risks

Employees of an organization are a key component in how an institution functions. Having enough faculty and staff, paying them an equitable wage, providing a safe work environment, hiring and retaining competent employees, and managing employee misconduct are all challenges faced by most organizations. Coupled with funding challenges already identified, employees feel extra pressure to perform at higher levels and do more with less, creating the need for a good work-life balance.

4. Safety and Preparedness

Severe weather, flooding, fires, earthquakes, sexual assault and related crimes, and hostile intruders are all areas that pose risks to the campus. While many controls exist to help mitigate safety issues, continued attention must be given in all areas of the campus where safety concerns can arise. Results from any one safety related incident can cause loss of life and therefore safety and preparedness remain towards the top of the list of identified risks.

5. Information Technology

Employees use technology every day while helping the campus and university fulfill its mission. Sensitive information resides on computers and servers at the campus and ensuring their security is a high priority. Human errors, cyber-attacks, data connectivity, and computer software and hardware issues all pose significant threats to the accessibility, safety, and security of data at the campus. Protection of our data systems is why information technology is ranked in the top five risks for the campus.

6. Legal Compliance (Federal and State)

Complying with federal, state, and other applicable laws and regulations presents the West Plains campus with its own set of risks. Departments and other areas of the campus have any number of compliance requirements from multiple agencies to manage that may or may not be affected by actions in other departments. Communication and awareness of compliance requirements across the campus and university system are key to ensuring laws and regulations are observed.

7. Athletics

Risks identified for athletics include NJCAA compliance, athlete injury, travel safety, event security, program funding, and Title IX compliance. Effective allocation of resources, both capital and human, can help minimize risks by improving communications, providing training, and increasing awareness for athletes, coaches, staff, volunteers, and spectators.

Developing a Sustainable Financial Model

The Problem

As Missouri State University moves forward in the 2018 fiscal year, our future as envisioned in the 2016-2021 Long-range Plan has materialized even faster than we could have predicted.

Among the most influential changes affecting higher education is the decreasing support at the state level. Thirty years ago, nearly three-fourths of the university's financial support came from the state, with student tuition and private support constituting the remainder. Today, those numbers are nearly reversed – the state provides about one-third of the university's support.

.....

A college education has increasingly become viewed as a private commodity rather than a public good that benefits all society, despite data demonstrating that college-educated citizens make more money, pay more taxes and are less likely to be unemployed or under-employed in their lifetimes.

In the last six months, Missouri State has sustained three significant reductions in state funding:

1. FY17 withholding of approximately \$6.7 million
2. FY18 budget reduction of \$6.5 million
3. FY18 withholding of approximately \$2.7 million

This is a pattern we should expect to continue for the foreseeable future.

The Proposed Solution

How should Missouri State operate in an era of declining state support? What is a sustainable financial model? How are we able to hire new faculty and critical staff, increase compensation, start new programs, and handle rising costs?

The University proposes a four-part equation with each part functioning as a pillar that supports the foundation of the university in the current environment and sustains it through the coming years. The model detailed below introduces a new direction for the university but one that enables the university to continue the approach of providing a quality education while managing costs for our students.

The university will continue to make its case for additional state funding via an economic impact study, highlighting its role in workforce development, innovation and entrepreneurship, emphasizing efficiency progress and through public/private partnerships. However, Missouri State can no longer solely rely on state funding to support the university in meeting its future goals.

The four pillars are:

1) Affordability. The University should maintain its emphasis on affordability, but there are ways to reduce costs for students outside of the tuition and fee structure. Options available to pursue are offering additional dual credit classes, expanding accelerated masters programs, reducing the minimum number of hours to graduate from 125 to 120 hours, reducing the number of students who take developmental classes, expanding the open access textbook program, creating structured schedules and improving advising to reduce the number of unnecessary courses taken by a student.

2) Efficiency. The university needs to become even more efficient in all areas of operations including staffing structure, procurement, successful academic program selection, etc. This will enable the university to reallocate funds from one area to another. As noted in the efficiency data presented at the June finance committee meeting, the university has been making great progress in this area for the last six years. There is more to be done to achieve this status; however, the next level of efficiencies will be challenging for all. As a corollary to this pillar, the university should explore ways to partner with the private sector on new initiatives to reduce costs; the residence hall partnership and IDEA Commons expansion are examples of two such opportunities.

3) Revenue Growth. The university needs to increase revenues in order to thrive. Revenue growth is separate from raising tuition and/or fees.

Enrollment growth will continue to be a key factor in growing revenues. This will be accomplished in part by expanding high-demand programs and adding additional programs based on workforce demand. Some existing programs should be revamped to better compete in the marketplace. Entrepreneurship is an example of a program that needs to be expanded, elevated, and connected to the eFactory. If this occurs, it can become a signature program of the university.

Increasing retention and graduation rates will continue to be a focus as they help the university grow revenue and improve student success. Improving advising, providing transitional support programs, and piloting structured schedules are programs that should pay for themselves through the revenue generated. Diversity initiatives are critical as our students of color are graduating at significantly lower rates than other segments of students.

Increasing private giving and grant funding becomes an even larger priority. \$40 million in gifts and grants were raised/received this year and applications for multiple additional grants to fund retention programs have been completed and submitted, but we can do more.

4) Revision of Current Tuition, Fee and Scholarship Policies. The university will evaluate differential tuition options along with the possibility of increasing tuition above CPI for the first time in a decade. This will be done while ensuring needs-based scholarships that support students from lower income families are not adversely affected.

The Needs

As state funding continues to decrease, Missouri State must increase revenue in other ways to ensure maintenance and expansion of quality programs and services. The university cannot continue to rely on budget efficiencies alone as it proceeds on the path of excellence.

Growth in revenue is essential to the success of the university, as it will be used to address the following areas:

1. Missouri State's student to faculty ratio has increased to 22:1 while its peers average 17:1 with a range of 15:1 to 19:1. Hiring 40 new faculty could reduce the ratio to 21:1 at an estimated cost of \$3.3 million. This is a first step that needs to be repeated several more times over the next decade. Staff positions in counseling, financial aid and other critical areas also need to be added.
2. Compensation of faculty, staff and administrators is below the average for universities of similar size (89-95 percentile of the midpoint depending on category). Missouri State is losing talented employees because the pay is better elsewhere.
3. Funding is required to add new programs to address the work force needs of the community, state and region. To add new programs or expand existing programs, the university will need additional faculty and staff, incremental operating budgets and in some cases new facilities. For example, we do not have a nursing classroom that seats 100 students.
4. Deferred maintenance, infrastructure and other obligations continue to increase. We anticipate another major increase in contribution to the MOSER's pension fund in FY2019.

The Conclusion

The four funding areas identified above are consistent with the strategic priorities and goals of the long-range plan (LRP) and its six key areas: academic profile, student experience, diversity and inclusion, globalization, infrastructure and funding. In the face of continued decreased funding from the state, Missouri State will be challenged to achieve most of the priorities and goals of the LRP without changing its financial model.

What Missouri State is experiencing is not unique; this paradigm shift is occurring across the nation. Via the strategy presented in this paper, Missouri State will proactively determine its future as it has done in the past. Employees, the university's most valuable asset, will drive the success in meeting the challenges. Missouri State University will not only survive, it will thrive. Working together, the university can become the most efficient, affordable and effective public university in Missouri.



FOCUS AREAS FOR 2017-18

When we developed the 2016-21 Long Range Plan, we assumed instability in financial support at the state level. This assumption has unfortunately held true as the state significantly reduced funding to the university in both FY17 and FY18. Evidence suggests that further reductions are likely. Other assumptions in the Plan confirm the challenging environment in which we are currently operating—increased competition for students, faculty, staff and resources; influences from demographic changes; and the impact of societal views of higher education as a private commodity rather than a public good.

In the coming year, we must recognize and rise above our environmental challenges and press on toward our mission of educating more students to be global citizen scholars committed to public affairs. We must pursue this mission while remaining true to our values—maintaining a student centered learning environment, developing knowledge through research and creativity, upholding integrity at all times, valuing our people, maintaining responsible stewardship of our resources, and being inclusive, innovative, collaborative, and transparent—no matter the level of support received from the state.

As we work to operate the University in an era of declining state support, four principles will influence our fiscal decisions and strategic planning: (1) becoming more efficient in all areas of operation including our staffing structure; (2) increasing revenue by expanding high-demand programs, adding additional programs based on workforce demand, increasing private giving and grant funding, and partnering with the private sector on new initiatives; (3) reducing costs for students outside of the tuition and fee structure; and (4) revising our current tuition, fee and scholarship policies.

The following three areas of emphasis are consistent with these principles, the 2016-21 Long Range Plan, our focus last year, and our mission.

A. Increase the number of graduates while maintaining academic rigor and quality

1. Continue to grow enrollment of domestic students and sustain enrollment of international students.
2. Strategically expand traditional and non-traditional academic offerings in fields with high workforce demand and eliminate programs in areas of low interest or demand.
3. Improve retention and graduation rates by enhancing student support and strategically incentivizing program completion.
4. Develop and implement strategies designed to decrease the average number of hours taken by students at graduation.

5. End growth in the student to faculty ratio and initiate long-term strategies to decrease the student to faculty ratio.

B. Enhance Campus Diversity and Inclusion

1. Develop and implement a transition support program for at risk students (ACT score less than 24, first generation and Pell eligible).
2. Continue cultural consciousness/competency development for faculty, staff, administrators, students and the community to improve campus climate.
3. Enhance and expand diverse faculty and staff outreach, recruitment and retention efforts (including faculty mentoring).
4. Implement college and unit level initiatives consistent with the Inclusive Excellence Strategic Plan.
5. Develop and implement the Bear POWER program, a two year program for students ages 18 to 26 with intellectual disabilities.

C. Funding

1. Increase efficiency by enhancing the university's procurement policies and practices, negotiating favorable contractual terms, and evaluating opportunities to centralize and consolidate support staff services.
2. Begin to develop a comprehensive campaign to raise private funds and increase the endowment.
3. Evaluate and revise the tuition, fee and scholarship policies.
4. Evaluate opportunities to enhance campus facilities through public private partnerships.
5. Increase compensation for faculty and staff.



ACTION PLAN FOR 2017-18

I. ACADEMIC PROFILE

- A.** Increase the number of degrees and certificates awarded
- B.** Continue to grow enrollment of domestic students and sustain enrollment of international students
 - 1. Enhance the university's non-traditional enrollment and course offerings
 - a.** Increase online and second block course availability and credit hour production
 - b.** Expand the use of Zoom technology and enhance its efficiency
 - c.** Create new iCourses in strategic areas
 - 2. Expand summer school enrollment and evaluate changing the summer term to a 12 week period containing multiple time blocks for classes
 - 3. Identify graduate programs with growth potential and initiate marketing campaigns to reach recruitment goals in those programs
 - 4. Strengthen and maintain relationships with community college partners
- C.** Expand academic offerings
 - 1. Create new academic programs and expand existing programs in strategic areas
 - 2. Eliminate programs in areas of low interest or demand
 - 3. Continue to develop collaborative degree programs with other universities such as mechanical engineering
 - 4. Strategically unbundle programs into stackable, micro-credentials

5. Strategically bundle programs into tailored pathways, particularly in the Master of Professional Studies and Master of Science in Interdisciplinary Studies degree programs
6. Create non-degree training programs designed to provide participants with unique, employment-applicable skills in strategic areas (e.g. boot camps)

D. Improve retention and graduation rates

1. Expand and enhance transition support for new students
2. Expand and enhance academic advising
3. Strategically pre-register students to GEP 101 sections
4. Provide enhanced support for exploratory students
5. Integrate academic success services into one office
6. Develop an incentive program to encourage graduate students who have dropped out near program completion to re-enroll
7. Expand and evaluate the effectiveness of first-generation and college specific GEP 101 classes
8. Evaluate and implement changes to GEP 101 course design and curriculum
9. Develop strategies that encourage programs to monitor undergraduate and graduate student progress and promote degree completion

E. Decrease the average number of hours taken by students at graduation

1. Expand co-requisite course offerings, decrease developmental courses, and assess the effectiveness of co-requisite courses
2. Initiate structured scheduling pilot programs in business, nursing and theatre and dance
3. Expand dual credit opportunities and accelerated degree programs
4. Collaborate with faculty senate to evaluate the reduction of the minimum number of hours required to graduate from 125 to 120
5. Expand use of the Student Educational Planner to develop degree plans for undergraduate and graduate students

6. Update and publish four year degree plans for all undergraduate majors
7. Initiate long-term strategies to decrease the student to faculty ratio

II. STUDENT EXPERIENCE

- A. Expand and enhance living learning communities
- B. Expand and enhance the URSA engagement camp
- C. Review and assess campus-wide career planning efforts
- D. Expand opportunities for students to engage in high impact learning experiences
- E. Initiate strategies to reduce student expenses for textbooks and course materials
- F. Enhance tracking of graduate outcomes such that the graduate knowledge rate meets the level established by the Coordinating Board for Higher Education and the graduate successful outcomes rate significantly improves over the pilot year

III. DIVERSITY AND INCLUSION

- A. Attract and retain underrepresented faculty and staff and promote cultural competence in the university's workforce
 1. Increase the percentage of underrepresented faculty and staff
 2. Require each division to create diversity hiring targets for the year with large units encouraged to meet or exceed a 20% goal
 3. Enhance faculty and staff diversity through new and existing diversity employment programs (e.g. Faculty Diversity Composition Initiative, Staff Diversity Composition Initiative, Dual Career Assistance Program, Diversity Hiring and Recruitment Programs)
 4. Enhance faculty and staff cultural competency through training and development initiatives and activities
 5. Encourage faculty and staff connections through mentorship, affinity groups, networking, and volunteer opportunities
 6. Consistent with the university's Inclusive Excellence Strategic Plan, implement college, department and unit level programs designed to attract and

retain underrepresented faculty and staff and promote cultural competence in the university's workforce

B. Attract and retain underrepresented students and promote cultural competence in the student body

1. Increase the percentage of underrepresented students
2. Increase the retention and graduation rates of underrepresented, Pell eligible and first generation students
3. Develop and implement a transition support program for at risk students (ACT score less than 24, first generation and Pell eligible) and evaluate other opportunities to connect new students with appropriate support programs
4. Develop and implement the Bear POWER program, a two year program for students ages 18 to 26 with intellectual disabilities
5. Invite politically diverse speakers to campus to encourage balanced political discourse among faculty, staff, and students
6. Evaluate curricular changes related to diversity, inclusion and the public affairs mission and raise awareness of diversity courses and programs
7. Continue to expand multicultural programming
8. Collaborate with college access programs and other groups to attract and retain underrepresented students
9. Consistent with the university's Inclusive Excellence Strategic Plan, implement college, department and unit level programs designed to attract and retain underrepresented students and promote cultural competence in the university's student body

C. Encourage diversity and cultural competence on campus and in the community

1. Expand student participation in the Collaborative Diversity Conference and continue to offer a business track for members of the local community
2. Continue to host, sponsor and encourage participation in diversity discussions, presentations, events, activities and projects
3. Re-establish the Facing Racism Institute and conduct diversity education for internal and external community groups and organizations as requested

4. Participate in the Public Entities' Diversity Initiative Working Group to increase access for minority/women/disabled/veteran in University procurement and contracting opportunities
 5. Participate as a partner in the Lumina Grant Project, Diversity MODES, Talent Hub, the Brother to Brother (B2B) program, and similar programs and initiatives
- D.** Implement the Inclusive Excellence Strategic Plan and Scorecard
- E.** Continue to make accessibility improvements and incorporate design principles and elements that are inclusive of underrepresented groups when planning, designing and improving infrastructure on campus

IV. GLOBALIZATION

- A.** Refine and continue to implement the International Programs Recruitment Plan focused on diversifying countries and cultures represented on campus
- B.** Continue to develop new or modify existing degree programs to better attract international students, including the delivery of academic programs internationally
- C.** Create opportunities for domestic students to interact internationally through programs that connect international and domestic students and by increasing the number of study away sites (particularly in Mexico) and opportunities
- D.** Promote new opportunities for faculty to collaborate with international faculty on research, teaching and service programs
- E.** Develop initiatives to promote interaction among international and domestic students, faculty and staff, and to promote global learning for all students
- F.** Develop enhanced communication efforts to raise awareness and promote the value of international opportunities for domestic students, faculty and staff

V. INFRASTRUCTURE

- A.** Complete construction of the new health and wellness center, Glass Hall, Ellis Hall, the Professional Building, Blair-Shannon House and the computer science lab in Cheek Hall; award the construction contract for the renovation of Hill Hall; and plan for the design and construction of a new residence hall and renovations to Plaster Center

- B.** Take necessary measures to ensure the campus—including people, facilities, networks and data—remains safe and secure
- C.** Incorporate sustainability into campus operations and foster principles of environmental stewardship
- D.** Enhance technology infrastructure to better serve the university community
- E.** Expand entrepreneurial activities and community partnerships
- F.** Participate in the feasibility study for the IDEA Commons expansion project with goals of constructing JVIC building 4 at a reasonable cost, expanding parking, expanding our collaboration and role in entrepreneurship, and raising the profile of the university and our community

VI. FUNDING

- A.** Increase efficiency by enhancing the university’s procurement policies and practices, negotiating favorable contractual terms, and evaluating opportunities to centralize and consolidate support staff services
- B.** Evaluate college, department and unit level processes, programs and activities and eliminate those that are ineffective or inefficient
- C.** Evaluate and revise the university’s tuition and fee policies
- D.** Improve compensation for faculty and staff
- E.** Advocate for the university’s legislative priorities and, if necessary, for a waiver under the Higher Education Student Funding Act
- F.** Collaborate with other higher education leaders throughout the state to develop and implement a new performance funding model
- G.** Collaborate with other higher education leaders throughout the state to develop and implement recommendations for administrative cost savings throughout the state’s higher education system
- H.** Evaluate and update scholarship and fee waiver programs
- I.** Begin to develop a comprehensive campaign to raise private funds and increase the endowment
- J.** Maintain external funding through the Office of Sponsored Research and Programs at \$20 million or more annually

- K.** Maintain the number of grant and contract proposals submitted for external funding through the Office of Sponsored Research and Programs at 300 or more proposals

VII. ATHLETICS

- A.** Compete for conference championships in men's basketball, women's basketball, baseball and volleyball
- B.** Place in the top half of the conference in football
- C.** Compete in a major post-season tournament in men's basketball
- D.** Manage a balanced budget
- E.** Increase revenue through season ticket sales, annual fund memberships, licensing and concessions
- F.** Comply with all NCAA rules with no significant violations
- G.** Implement a program that emphasizes time management, mental health, professional and personal development, accountability and life skills for student athletes
- H.** Continue to achieve a 930 APR score in all sports with an aspirational goal of a 985 APR score
- I.** Maintain a 3.0 overall grade-point average in all sports with an aspirational goal of improving on last year's 3.16 overall grade-point average

VIII. WEST PLAINS

- A.** Increase the number of degrees and certificates awarded
- B.** Grow enrollment and increase recruitment of new students
- C.** Improve retention and graduation rates
- D.** Enhance campus diversity and inclusion by attracting and retaining underrepresented faculty, staff and students and promoting cultural competence
- E.** Implement process improvements and efficiency measures in light of funding issues
- F.** Evaluate and revise campus tuition and fee policies

- G.** Prepare and host a mid-cycle visit from the Higher Learning Commission
- H.** Complete the Hass-Darr Hall construction project
- I.** Continue to coordinate operations between the West Plains and Springfield campuses

V.D.1.

RECOMMENDED ACTION – Approval of Fiscal Year 2019 Appropriations Request for Operations.

BE IT RESOLVED by the Board of Governors of Missouri State University that the attached Fiscal Year 2019 Appropriations Request for Operations be approved.

VOTE: AYE _____

 NAY _____

August 3, 2017

Missouri Department of Higher Education
c/o Ms. Zora Mulligan
Commissioner of Higher Education
Missouri Department of Higher Education
205 Jefferson Street
Jefferson City, MO 65102

Dear Commissioner Mulligan:

Missouri State University is pleased to submit its Fiscal Year 2019 Appropriations Request for Operations. The request includes core funding and new 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 \$93,959,306 is comprised of the following:

Existing Funding for Core Operations

1. Operating Appropriation Base (Fiscal Year 2018 Core)	\$85,620,837
2. Collaborative Engineering Program (Fiscal Year 2018 Core)	<u>500,000</u>
Existing Funding for Core Operations – Total	\$86,120,837

New Funding for Core Operations

1. Core Operating Support / Performance Funding	\$4,281,042
2. Collaborative Engineering Program	<u>500,000</u>
New Funding for Core Operations – Total	\$4,781,042

New Decision Item Requests

1. Nursing Program Expansion	\$900,000
2. Entrepreneurship Program	325,000
3. Equity Funding for West Plains Campus	<u>833,979</u>
New Funding Decision Item Requests – Total	<u>\$2,058,979</u>

Total Core and New Funding Decision Item Requests **\$92,960,858**

Debt Offset Tax Authority **\$350,000**

Missouri Returning Heroes Act **\$648,448**

Total Missouri State University Request **\$93,959,306**

The justification for each of our requests follows.

Very Truly Yours,

Clifton M. Smart III
President

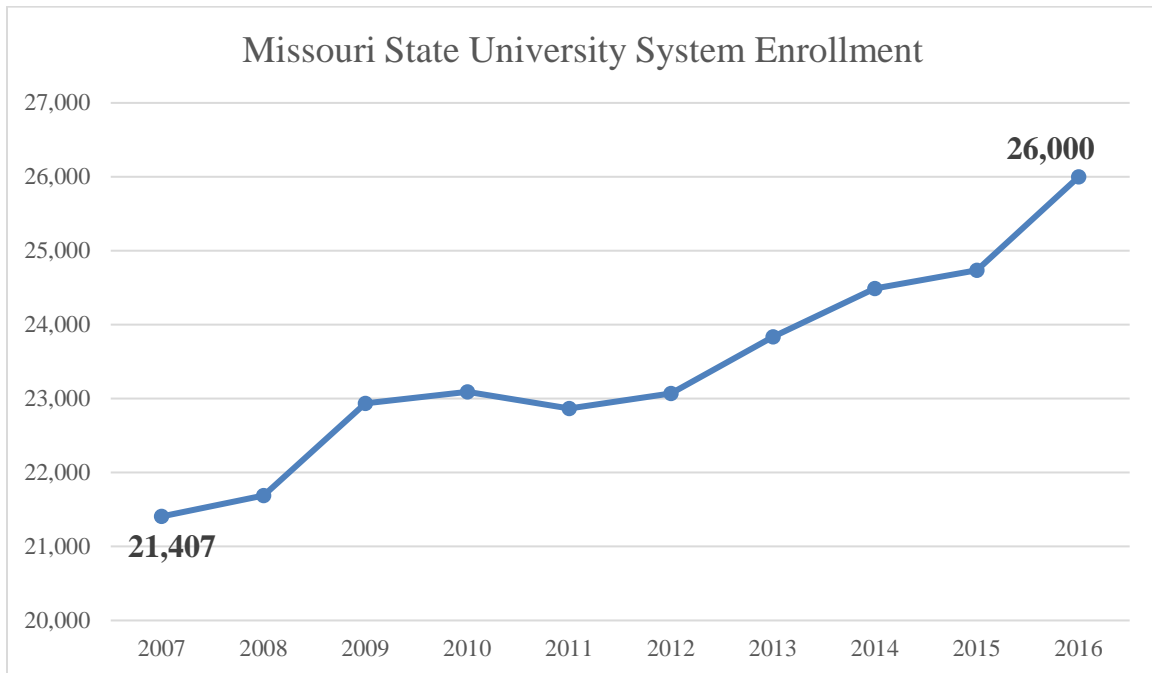
Missouri State University Fiscal Year 2019 Appropriations Request for Operations

A. Introduction

Missouri State University is committed to efficiency, affordability and quality.

1. Efficiency

Each year Missouri State takes steps to become more efficient. Enrollment has dramatically increased at Missouri State—rising by 21 percent since 2007.



Revenue has not kept pace with enrollment. Ninety-eight percent of Missouri State’s revenue comes through tuition, fees and state appropriations. Between fiscal years 2007 and 2017, without adjusting for inflation, Missouri State’s revenue from these sources per full time equivalent student (FTE) decreased by \$327. This was driven by a decrease of \$1,695 in state appropriations per FTE. Missouri State’s decreasing revenue per FTE has required Missouri State to become more efficient each year.

Moreover, Missouri State receives less state appropriations per FTE than any other public university in the state. By necessity, this has made Missouri State a leader in the state on efficiency.

Institution name	State Approp. (minus 3%)	Fall 2016 FTE Enrollment	State Approp. per FTE
Lincoln U	\$18,515,480	2,160	\$8,572
Harris-Stowe State U	\$10,085,080	1,251	\$8,062
Truman State U	\$43,341,223	5,505	\$7,873
U of Missouri System	\$434,940,406	57,778	\$7,528
Northwest Missouri State U	\$32,176,410	5,495	\$5,856
Missouri Western State U	\$22,647,639	3,988	\$5,679
U of Central Missouri	\$57,921,105	10,532	\$5,500
Southeast Missouri State U	\$47,838,554	9,174	\$5,215
Missouri Southern State U	\$24,549,785	4,869	\$5,042
Missouri State U	\$88,900,030	18,375	\$4,838

**chart prepared by Missouri Southern State University*

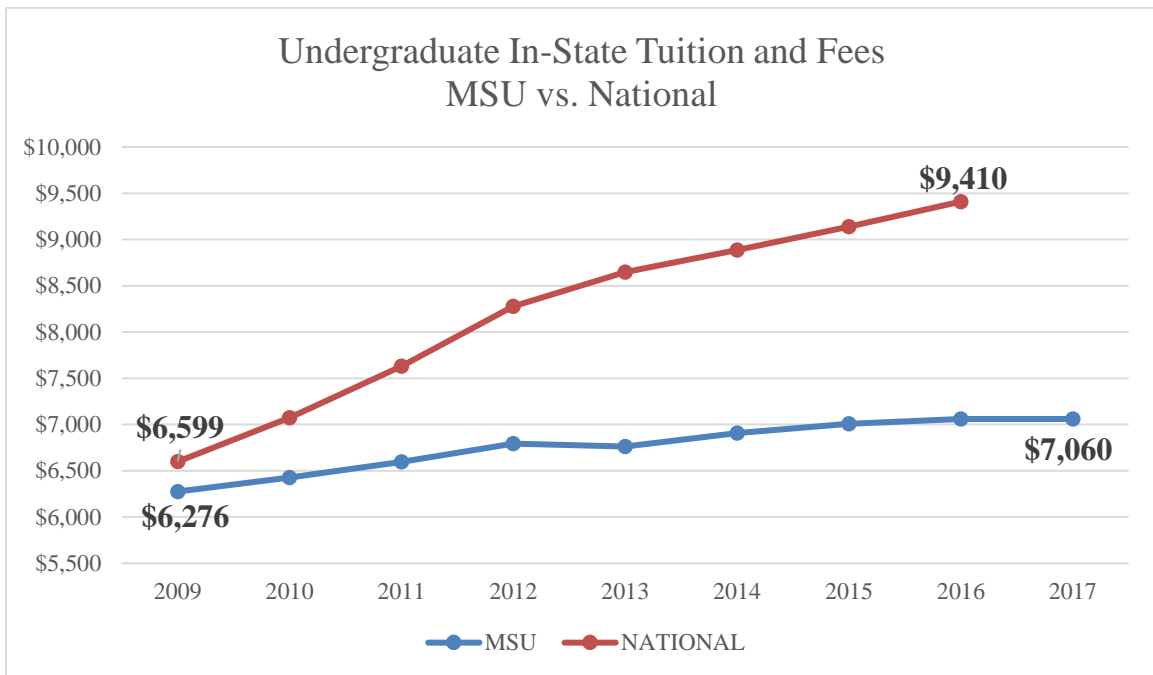
Limited resources have driven Missouri State to find cost savings and creative revenue through collaborative programs, aggressive procurement, renegotiated contracts, and reallocation of resources. Missouri State takes steps to manage its operations leaner and tighter each year, and the university takes pride in its record of efficiency.

2. Affordability

Missouri State's undergraduate tuition and fees are in the lowest half of the state's public four-year universities.

Institution name	In-state 2015-16	In-state 2016-17
U of Missouri – St. Louis	\$10,065	\$10,065
Missouri U of Science & Technology	\$9,620	\$9,629
U of Missouri – Kansas City	\$9,553	\$9,563
U of Missouri – Columbia	\$9,509	\$9,518
Northwest Missouri State U	\$8,459	\$9,179
Truman State U	\$7,456	\$7,456
U of Central Missouri	\$7,322	\$7,322
Missouri State U	\$7,060	\$7,060
Lincoln U	\$7,042	\$7,042
Southeast Missouri State U	\$6,990	\$6,990
Missouri Western State U	\$6,652	\$6,652
Missouri Southern State U	\$5,877	\$5,877
Harris-Stowe State U	\$5,820	\$5,820

From fiscal year 2009 through fiscal year 2017, Missouri State's undergraduate resident tuition increased by 10.2 percent while inflation was 12.6 percent. Meanwhile, public universities across the United States raised tuition and fees by an average of 46.2 percent.



Missouri State’s tuition remains considerably below its peers. In fiscal year 2017, the university’s tuition and fees were 26.8 percent below the national average for public universities. Despite sustaining reductions in state appropriations, Missouri State raised tuition and fees the last two years by only the rate of inflation.

3. Quality

Missouri State is recognized throughout the state, the country and the world for its signature undergraduate and graduate academic programs and superior student experience. The university has sought and received specialized accreditation in nearly all programmatic areas that have national accrediting organizations. Over half of Missouri State’s degree programs have specialized accreditation, and over half of Missouri State’s student body is pursuing a major in one or more of these programs.

Missouri State’s reputation has yielded significant enrollment growth, reaching 26,000 students in fall 2016. With over 4,000 students from the St. Louis area, over 4,000 students from the Springfield area, and over 1,500 students from the Kansas City area, Missouri State is truly a statewide comprehensive university.

While offering the benefits of a major public university, Missouri State remains a high-touch university. Students can easily access faculty and administrators, and Missouri State students and alumni take great pride in their university. As a comprehensive university (as opposed to a research university), Missouri State focuses on teaching students. Students are involved in the bulk of the research conducted at the university.

Missouri State focuses on developing the state’s workforce. The university’s two largest colleges offer degree programs directly connected to careers: the College of Business (5,497 students) and the College of Health and Human Services (4,570 students). Missouri State works each year to

eliminate academic programs with low workforce demand and create new programs in areas of high demand.

4. Concerns

Unfortunately, Missouri State's significant enrollment growth and lagging revenue has not only led to leaner and tighter operations. It now threatens the quality of the university.

Missouri State does not have sufficient resources to develop a number of academic programs in areas of critical workforce need. Missouri State has also not funded many student support initiatives that would decrease student's time to graduation and increase the university's output of credentialed workers in Missouri. While the university has made significant progress in developing new academic programs and implementing student support initiatives, much work remains to be done.

Compensation for all categories of employees at Missouri State lags behind national averages. Talented faculty, staff and administrators are leaving for better paying positions in private industry and other universities. It is becoming increasingly difficult to attract applicants to fill the vacated positions. As the pay gap widens, this becomes a worsening problem with a growing number of critical positions remaining vacant.

The Missouri State Employees' Retirement System (MOSERS) increased the employer contribution rate by 2.48 percent for fiscal year 2018. MOSERS has indicated another potential rate increase for fiscal year 2019 of approximately 2 percent. The impact of the increased employer contribution rate for fiscal year 2018 is approximately \$2.1 million and for fiscal year 2019 an estimated \$1.7 million. Since the state does not fund higher education's employer contributions to MOSERS, the fiscal year 2018 and potential fiscal year 2019 MOSERS increase represents an approximate 4.1 percent funding decrease.

Because funding has not kept pace with enrollment growth, Missouri State's faculty numbers have grown at a much slower pace than its student body. This has caused year-over-year increases to Missouri State's student to faculty ratio. The result is that Missouri State's ratio now exceeds the average for similar universities. Missouri State must invest in new faculty lines to keep pace with its significant enrollment growth.

5. Solutions

Missouri State will work throughout fiscal year 2018 to develop a plan to address these concerns. This plan will involve:

- Prioritizing and developing new undergraduate, graduate and micro-credential programs that will increase the number of qualified workers in health care, information technology, agriculture, entrepreneurship, and other areas of high workforce need.
- Prioritizing and developing student support programs that will decrease time to graduation, decrease the average number of credit hours at graduation, and increase retention and graduation rates.

- Developing a compensation package designed to enhance Missouri State's ability to compete for talent in mission-critical positions.
- Increasing the number of faculty to teach Missouri State's growing student body.
- Restructuring the university's scholarship programs and increasing the university's investment in these programs.

Missouri State is not asking for the state to fund the entire plan. Much of the plan can be funded by:

- Reducing expenses and reallocating resources. This will involve centralizing and reducing administrative support services currently provided on a decentralized basis.
- Generating new revenue through enrollment growth and creative revenue sources. Missouri State will continue its efforts to recruit and retain students and develop new degree programs in areas of high workforce need. Moreover, the university will evaluate and develop options for customized training, unbundled programs, and stackable non-degree credentials.
- Generate additional revenue through tuition and fee increases. The amount of these increases is unknown at this time, and the increases may trigger the Higher Education Student Funding Act limits. Missouri State charges significantly less than its competitors, and the university can increase tuition and fees without losing its value position. Missouri State's restructured scholarship program will reduce the impact on the students most directly affected by tuition and fee increases. The university will also reduce the impact of tuition and fee increases on students through efforts to decrease time to graduation and the average number of credit hours at graduation.

Details about this plan will be shared as the year progresses.

B. Request for Existing Funding for Core Operations

\$86,120,837

Missouri State requests that the state maintain its level of support included in the fiscal year 2018 budget. This support is critical to the university's mission as a comprehensive institution offering undergraduate and graduate programs, including the professional doctorate. This funding supports the university's Operating Fund for core student education and administrative operations. The funding for core operations is comprised of two items: 1) the fiscal year 2018 operating appropriation base of **\$85,620,837** and 2) **\$500,000** to fund an expansion of the collaborative engineering program with Missouri University of Science and Technology. The General Assembly first appropriated for the collaborative engineering program expansion in 2017. The appropriation was \$1,000,000 in fiscal year 2017 and \$500,000 in fiscal year 2018.

Missouri State further requests that the special line item for the collaborative engineering program be combined with the operating appropriation base into a single core line.

C. Request for New Funding for Core Operations

\$4,781,042

In addition to the support included in the fiscal year 2018 budget, Missouri State requests that the state increase its support for the two items referenced in section B above and in subsections C.1 and C.2 below.

1. Core Operating Support / Performance Funding

\$4,281,042

Consistent with the request of other Missouri public universities, Missouri State University requests that the state increase its operating appropriation base by five percent utilizing the established performance funding model. Missouri State will use these funds to reduce its student to faculty ratio from 22:1 to 21:1 at an estimated expense of \$3,322,300. The remaining funds will be used to implement other parts of the plan referenced in section A.5 above thereby reducing the revenue the university must generate through tuition and fee increases.

2. Collaborative Engineering Program

\$500,000

The university requests that the state restore the appropriation to expand the collaborative engineering program with Missouri University of Science and Technology to the fiscal year 2017 level (\$1,000,000). Details on the appropriation for this program can be found in section B above. Missouri State further requests that this appropriation be combined into Missouri State's line item for core operating support.

D. Request for Funding for New Decision Items

\$2,058,979

In addition to existing and new funding for core operations, the university requests funding for the following decision items. These investments will improve the university's ability to contribute to the state's economic and workforce development goals. The decision items are in priority funding order.

1. Decision Item 01: Nursing Program Expansion

\$900,000

The shortage of nurses in Missouri has reached an all-time high. There are nearly 6,000 vacant nursing positions in Missouri hospitals. Details about the state's nursing shortage can be found in the Missouri Hospital Association's 2017 Workforce Report (<http://web.mhanet.com/workforce.aspx>). The report identifies "limited capacity of nursing schools" as a driving factor in the nursing shortage.

Missouri State's School of Nursing offers community-based nursing programs from baccalaureate to doctorate. However, the capacity of Missouri State's nursing programs is limited due to available resources. The university requests that the state invest in an expansion of its School of Nursing. This expansion will include:

- Increasing the capacity of its Bachelor of Science in Nursing (BSN) Program to cohorts of 100 students (cohorts currently consist of 61 students).

- Developing an accelerated second degree option for the BSN program that will allow adults who have a bachelor's or graduate degree in a non-nursing discipline to fast-track their transition to licensure as a registered nurse.
- Implement leadership degree options in the university's existing Doctor of Nursing Practice program to meet the needs of Missouri hospitals and health care providers lacking qualified applicants for administrative nursing positions.

To meet accreditation requirements, the university will hire approximately eight nursing faculty, four graduate assistants and one academic advisor to complete this expansion of the nursing program. This expansion is consistent with the plan referenced in section A.5 above.

2. Decision Item 02: Entrepreneurship Program \$325,000

Springfield has emerged as a hotbed for entrepreneurial activity. WalletHub named Springfield as the 11th best city in the nation to start a business, Milliken Institute included Springfield as the 53rd best-performing city in America and Forbes Magazine named Springfield as the top city “you didn’t expect to be great for business”.

Missouri State has played a significant role in this success. Most notably, Missouri State’s business incubator—the eFactory—was recently ranked third in Entrepreneur Magazine’s list of “incubators that can help your startup”. Through Missouri State’s economic development initiatives and activities like the Jordan Valley Innovation Center and the eFactory, the University has facilitated the generation of 1,038 jobs, \$30 million in private-funded capital and \$11 million in government-funded capital.

Meanwhile, Missouri State operates the largest business school in Missouri and the 34th largest in the United States. Missouri State’s College of Business provides an exceptional education—the university’s Ad Team has won seven national championships in the last nine years and the university cybersecurity online MBA program was recently ranked second in the country.

To meet the educational needs for the entrepreneurial workforce in the Springfield area and throughout the state, Missouri State requests that the state invest in an expansion of Missouri State’s entrepreneurship degree program. The expanded program will focus on engaging entrepreneurship students with the eFactory’s accelerator program, with the research occurring at the Jordan Valley Innovation Center and with outside speakers and consultants to participate in hands-on learning through business startup, pitch and business plan competitions, mentorship programs, competitive student clubs and teams, and the like. The university will hire one additional faculty member, a support staff member and a graduate assistant to complete this expansion. This expansion is consistent with the plan referenced in section A.5 above.

3. Decision Item 03: Equity Funding for West Plains Campus \$833,979

Missouri State University-West Plains (MSU-WP) is one of fourteen public two-year colleges in Missouri. The college is located in the 17th poorest congressional district and, unlike community colleges, it does not receive property tax revenue to support its operations. Over the past several years, thirteen other public two-year colleges have received equity funding above their core appropriations. MSU-WP was the only public two-year college not to receive equity funding. The

university requests that MSU-WP receives the same level of equity funding that State Technical College of Missouri, the only other public two-year college in Missouri that is not a community college, received during the past two years—\$833,979.

Should public two-year colleges receive equity funding or a similar appropriation in fiscal year 2019, the university requests that MSU-WP receive its share of such funding.

E. Debt Offset Tax Authority **\$350,000**

This represents the current amount Missouri State receives for the tax refund offset appropriation.

F. Missouri Returning Heroes Act **\$648,448**

The university requests reimbursement for tuition waived in FY2009 through FY2018 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 years are included. Based on the most recent data available, 183 unduplicated students have benefited from this program.

V.D.2.

RECOMMENDED ACTION – Approval of FY19 Capital Improvements Priorities.

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

BE IT RESOLVED by the Board of Governors for Missouri State University that the FY19 Capital Improvements Priorities and Application for Matching Funds from the Higher Education Capital Fund are approved for submission to the Coordinating Board for Higher Education, the Office of Administration's Division of Budget & Planning, and the Office of Administration's Division of Facilities Management, Design & Construction.

VOTE: **AYE** _____

NAY _____

COMMENTS:

The Capital Improvements Priorities and Application for Matching Funds from the Higher Education Capital Fund will be prepared in conformance with guidelines furnished by State agencies. This document provides information upon which these agencies and the Missouri General Assembly will base consideration for potential new construction and major renovation and rehabilitation projects to be funded by capital appropriations during the 2018 legislative session. As you will note, the fiscal year for the request is always one year beyond the fiscal year of the legislative session that considers its funding.

Based upon discussions within Administrative Council, the Capital Improvements Priorities and Application for Matching Funds from the Higher Education Capital Fund and proposed fiscal years include the following:

Capital Improvements Priorities

Fiscal Year 2019:

- 1) New Construction: Ozarks Science Center (Springfield Campus) and Renovation: Garnett Library (West Plains Campus)

Fiscal Year 2020:

- 2) Renovation: McDonald Hall
- 3) Renovation: Cheek Hall

Fiscal Year 2021:

- 4) Renovation: Meyer Library
- 5) Planning: Science Complex (Two Phases)
- 6) Renovation: Professional Building

Fiscal Year 2022:

- 7) Renovation: Temple Hall Renovation (Science Complex, Phase I)
- 8) New Construction: New Theatre and Dance Building

Fiscal Year 2023:

- 9) Renovation: Broadway Hall (West Plains Campus) and West Plains Campus Infrastructure

- 10) Renovation: Kemper Hall and Kings Street Annex (Science Complex, Phase II)
- 11) Renovation: Carrington Hall

Application for Matching Funds from the Higher Education Capital Fund

Fiscal Year 2019:

- 1) Ozarks Education Center at Bull Shoals
- 2) University Student, Faculty, Staff and Alumni Meeting Center

Additional guidance on estimated cost will be forthcoming from the Office of Administration of the state of Missouri.

Missouri State University IDEA Commons

Missouri State University

Missouri State University is a public, comprehensive metropolitan system with a statewide mission in public affairs, whose purpose is to develop educated persons. The university's identity is distinguished by its public affairs mission, which entails a campus-wide commitment to foster expertise and responsibility in ethical leadership, cultural competence and community engagement. Furthermore, the university embraces a commitment to economic development that strives to catalyze local economic progress and serve as a resource to regional development efforts. The university is a lead agent in the development of IDEA Commons.

IDEA Commons

IDEA Commons is Missouri State University's vision and commitment to create an urban innovation park that is blended with residential, retail, commercial, and entertainment facilities, and supported by multidisciplinary university programs. This unique project brings together the elements of Innovation, Design, Entrepreneurship and the Arts (IDEA) and is an example of how the university continues to be engaged in promoting the community's livability and economic success.

Jordan Valley Innovation Center

The Roy Blunt Jordan Valley Innovation Center (JVIC) provides a location to conduct cutting-edge research and development within a collaborative environment. The seven-story center houses university researchers, as well as corporate partners, which are dedicated to the mission of product development through intensive research, development, and pilot manufacturing efforts. The capabilities of the center include applied research in nanotechnology, bio-materials, advanced technologies, genomics/proteomics, bio-systems, software engineering, and medical material device and instrument technologies.

The eFactory

The eFactory is a technology-focused small business incubator and entrepreneurial development center. Created to serve as a one-stop-shop for small business owners, The eFactory provides resources, guidance, and assistance to start-up businesses to help them succeed and grow. Clients of The eFactory are provided with access to appropriate office space with flexible leases, shared basic business services and equipment, technology support, and business mentoring and counseling. While The eFactory can provide assistance to small businesses in almost any industries, the target industries for tenant clients of the incubator include those working in manufacturing, medical device and health services, logistics and supply chain management, and technology (IT, software, agritech, and energy solutions).

Brick City

Brick City is a complex of 4 buildings that are the location of the Art & Design Department. The facilities are a renovation and repurposing of a vacant warehouse district. In addition, Brick City

is also home to Marlin Company, an advertising firm headquartered in Springfield. Also, Brick City is home to the UMKC PharmD program.

Economic Impact

The development of IDEA Commons reinforces Missouri State University's commitment to economic development, the Springfield region and the State.

IDEA Commons positions Springfield in technology-led economic development.

- Applied interdisciplinary education for students
- Expand opportunities for business development and commercializing research
- Develop University partnerships with corporations and entrepreneurs
- Attract and retain creative, entrepreneurial human capital (talent) – university graduates
- Create an urban neighborhood that can give Springfield a unique brand and sense of place that will be attractive to young talent ... scientists, artists and entrepreneurs

University investment in IDEA Commons (does not include Brick City Department info).

- \$35 million in university facilities in IDEA Commons.
- \$60 million in research funding and equipment

JVIC/The eFactory direct impacts (since 2013) during our current 5-year plan

- Supported 608 students
- Generated 1,038 jobs
- Served 685 business clients
- Facilitated \$41,181,587 in capital and equity
 - \$29,924,734 in private capital
 - \$11,256,853 in government-funded equity
- Engaged 80 co-working clients
- Received \$4,592,996 in research and grant support

VI.C.1.

For immediate release

July 7, 2017

Contact:

Suzanne Shaw, Missouri State University, 417-836-5139

Mary Lilly Smith, City of Springfield, 417-864-1094

Jeremy Elwood, Chamber of Commerce, 417-862-5567

City partners to explore downtown economic development project

SPRINGFIELD – Missouri State University, the [Springfield Business Development Corporation](#) and [The Vecino Group](#) announced today that they are exploring the potential for a new development within the [IDEA Commons](#) district. This proposed development will facilitate the creation of high-quality jobs and reinvestment in center city.

The three parties have agreed to conduct the necessary study and evaluation of a site on the southeast corner of Boonville Avenue and Phelps Street. The approximately 2-acre site is partially controlled by Missouri State University and partially controlled by The Vecino Group.

[Spurring downtown development](#)

This study will provide the concept and design of what a new development could entail as well as the market feasibility of the project. It is anticipated that the project could address multiple identified needs such as:

- additional research lab and office space for [Jordan Valley Innovation Center](#)
- additional real estate options for growing business startups at The [eFactory](#)
- large floor plate office space currently being sought by IT and other talent-intensive companies
- additional parking
- retail options
- community space

“This particular site is situated right in the heart of a vibrant redevelopment district,” said Mat Burton, president of public private partnerships for The Vecino Group. “IDEA Commons was very much ahead of its time when it started, and our hope is to keep this area flourishing by attracting new jobs and investment to downtown Springfield.”

[About IDEA Commons](#)

IDEA Commons, started 10 years ago by Missouri State, encompasses activity in the areas of innovation, design, entrepreneurship and the arts. It is anchored by a high-tech research facility, the Roy Blunt Jordan Valley Innovation Center (JVIC); the comprehensive business incubator, The eFactory; and the privately-developed, mixed-use complex, Brick City.

The proposed new project ideally will fulfill the needs of the growing district, which already accommodates more than 1,000 employees and students.

“We must continue to invest in our university to create educational opportunities, and ultimately jobs in our community so that our students will look to downtown Springfield for their future,” said Clif Smart, president of Missouri State University. “Missouri State and its Board of Governors are excited to begin the due diligence and feasibility study to explore further development opportunities which will build on the success of IDEA Commons.”

Since the City of Springfield originally acquired the former MFA facility and partnered with MSU to redevelop it, more than \$130 million has been invested in the area by public and private developers. This investment has succeeded in attracting companies and talent to downtown Springfield.

“IDEA Commons has become an incredible asset for our region’s economy,” said Matt Morrow, president of the Springfield Area Chamber of Commerce. “The area is ripe for expansion that will create new economic development opportunities and attract top talent to high-paying jobs.”

Exploring Jordan Creek development

The City of Springfield will participate in the project by contracting for engineer services to evaluate the feasibility of “daylighting” Jordan Creek in the project area. This effort capitalizes on a growing community desire to improve the existing floodplain created by the Jordan Creek, which flows underground in a box culvert through this area.

Opening up the creek has the potential to address storm water issues as well as create an economic development amenity spurring further development.

“Cities are often defined by their downtowns. Ours is strong and getting stronger,” said Ken McClure, mayor of the City of Springfield. “But we must continue to reinvest for our future. The potential that exists here is something we must capitalize on.”

#

17/18: 005 E-S;P-S;LA;Nsp;C

University Storage and Parking

Summary:

- Reduces 2 leases into 1
- Expends less money in the short and long-term (7.25 year payback)
- Obtains more usable square footage
- Contributes to efficiencies between University surplus property and storage
- Provides an opportunity for parking expansion

Overview:

The University has immediate and ongoing needs for both storage and parking in the downtown Springfield area. University surplus property was previously maintained in a leased space until February 28, 2017, upon termination of the lease. University storage is currently stored in a leased space, under a month to month lease. Consolidating surplus property and University storage into one location will provide for better oversight of storage, improved utilization of space, and decreased operating costs (one utility bill, one alarm system). As of May 1, 2017, Property Control is organizationally part of Administrative Services, and storage space is managed by Administrative Services, allowing for greater efficiencies in consolidating space and resources to manage both operational needs.

Parking at both the Robert W. Plaster Center for Free Enterprise and Brick City is currently limited. With the potential for building on Parking Lot 47 adjacent to Robert W. Plaster Center for Free Enterprise, growth of the eFactory, and potential expansion of the Engineering Program, the need for additional parking is heightened. The proposed property for parking improvements is located within IDEA Commons at 353 N. Campbell Avenue, adjacent to Brick City.

Payback:

The combined lease payments for University surplus property and University storage is \$74,778/annually for 31,320 square feet. The purchase price for the proposed property at 411-417 W. Mill Street is \$540,000 for 28,741 square feet. By purchasing the proposed property, the University will have a payback in 7.25 years versus continuing to lease.

The Memorandum of Understanding between the University and the City of Springfield, is structured such that, upon the City exercising its Option to Purchase the 353 North Campbell Avenue property in order to daylight Jordan Creek on the property, the City will pay the purchase price of the property (\$275,000) and either grant the University the right to continue utilizing the property for parking purposes at no charge through September 1, 2027 or reimburse the University for the unamortized costs of the property improvements to provide for parking, based on a ten-year amortization schedule for the actual cost to the University for the property improvements.

VI.D.1.

RECOMMENDED ACTION – Approval of a Contract for the Purchase of Property at 411-417 West Mill Street, Springfield, Missouri.

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

BE IT RESOLVED by the Board of Governors for Missouri State University that the University enter into a Contract for Purchase of Real Estate for the purchase, in fee simple absolute title, to certain real estate located at 411-417 West Mill Street, Springfield, Missouri for the amount of Five Hundred Forty Thousand and 00/100ths Dollars (\$540,000.00), further described below:

ALL OF LOT4 JORDAN VALLEY SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK AAA AT PAGE 150 IN THE RECORDER’S OFFICE IN GREENE COUNTY, MISSOURI.

BE IT FURTHER RESOLVED that it is the determination of the Board of Governors that such purchase is necessary for a purpose which the Board finds to be a public purpose and use, and specifically to further the educational and public purposes for which the University is organized and established, by providing real estate for current and future University needs, including storage and surplus property space; and

BE IT FURTHER RESOLVED that the administration of the University, including the Vice President for Administrative Services, be authorized to prepare and execute the purchase contract and related documents, and perform other acts as may be necessary to implement this resolution.

VOTE: **AYE**_____

NAY_____

COMMENTS:

The property is sited within IDEA Commons, near existing Missouri State University buildings.

This property was appraised for \$540,000.00 on January 18, 2017 by Southwest Valuation, LLC. The real estate purchase contract has been reviewed and approved by University General Counsel.

It is recommended that the attached contract be approved.

REAL ESTATE PURCHASE CONTRACT

THIS REAL ESTATE PURCHASE CONTRACT ("Contract") is entered into by and between the Board of Governors of Missouri State University, a Missouri public institution of higher education ("Buyer") whose address is 901 S. National, Springfield, MO 65897, and Mauldin Family LP ("Seller") whose address is PO Box 968, Springfield, MO 65801, as of the Effective Date indicated in Section 3, below.

WITNESSETH THAT:

1. Agreement of Sale. Buyer agrees to purchase and the Seller agrees to sell subject to the terms and conditions set forth in this Contract, the land and building located at 411-417 W. Mill Street in Springfield, Greene County, Missouri ("Property") as further described in the legal description set forth on **Exhibit A**, which is attached hereto and incorporated herein by reference.

2. Purchase Price. The purchase price ("Purchase Price") to be paid by Buyer to Seller, subject to modifications contained herein, shall be the sum of \$540,000.00 (Five Hundred Forty Thousand and No/100 Dollars), which shall be paid as follows:

(a) Within ten (10) business days after the Effective Date, as hereinafter defined, Buyer shall deposit with Great American Title Company ("Title Company"), an earnest deposit of \$25,000.00 ("Earnest Deposit") to be held applied and disbursed according to this Contract. At the Closing, as hereinafter defined, the Earnest Deposit shall be credited to Buyer against the Purchase Price.

(b) At Closing, Buyer shall deposit with the Title Company the balance of the Purchase Price, subject to adjustments provided in this Contract, by certified check, wire transfer of funds, or other instrument reasonable or feasible for Buyer, adjusted at Closing for prorations, closing costs, and other agreed expenses. This is a cash transaction and Buyer will have no lender involved.

3. Effective Date of Contract. The "Effective Date" of this Contract shall be the date of its approval by the Board of Governors of Missouri State University, anticipated to be August 3, 2017. If Board of Governors approval does not occur by August 3, 2017, Seller must agree to any extension of the approval period.

4. Closing Date. Closing shall be on or before September 1, 2017 ("Closing Date"), and possession of the Property shall be delivered to Buyer on such date.

5. Access/Reports and Delivery of Documents. Seller hereby grants to Buyer, its agents, and representatives, the full right of access to the Property during the Inspection Period (as hereinafter defined). Buyer, its agents and representatives shall not interfere with any work being performed on the Property, if any, or on any of the Seller's adjacent property, if any, or unreasonably interfere with any tenant use or occupancy of the Property. Buyer, its agents and representatives, may perform any investigation, surveys, tests or inspections of the Property

desired by Buyer. Buyer shall be responsible for and pay any claims, or damages arising from Buyer's inspection of the Property or failure to comply with local, state or federal environmental laws and regulations.

Within ten (10) days after the Effective Date, Seller shall deliver the following to Buyer (to the extent that the same are in possession of or control of Seller):

- (a) A copy of the most recent survey of the Property; and
- (b) A copy of the most recent title policy or commitment covering the Property.

6. Buyer Conditions and Inspection Period. All of Buyer's duties and obligations under this Contract shall be conditioned upon and subject to the complete satisfaction of the following conditions precedent, each of which is for the sole benefit of Buyer, and any of which may be waived by Buyer at Buyer's sole discretion. Buyer shall have thirty (30) days ("Inspection Period") from the Effective Date to complete its investigation of the Property. If, prior to the expiration of the Inspection Period, each and every one of the conditions precedent are not completely satisfied or waived by Buyer, or for any other reason within the Buyer's sole discretion, Buyer may terminate this Contract as set forth below. If Buyer fails to notify Seller of its waiver or satisfaction of each of the conditions precedent within the designated Inspection Period, such conditions shall be deemed waived. During the Inspection Period, Buyer shall complete the following to its satisfaction:

(a) **Title.** Buyer shall obtain, and Seller shall pay for at closing, a title insurance commitment and/or title search issued by the Title Company, which is licensed to issue and write title insurance policies in the State of Missouri. Buyer shall notify Seller in writing of any objections or defects to the title. If Buyer delivers notice of any such objections or defects, then Seller, within ten (10) days after receipt of such notice, shall either elect: (i) not to cure any such defects or (ii) to promptly attempt to cure any such defects before Closing. Seller's failure to send written notice to Buyer within such ten (10) day period electing to either not cure or attempt to cure such defects shall be deemed an election by Seller not to cure such defects. If Seller refuses to cure such defects Buyer shall elect as its sole remedy to either: (i) terminate this Contract by giving written notice thereof to Seller, in which event: (a) no party hereto shall have any further rights, duties or obligations hereunder; and (b) Seller shall instruct the Title Company to return the Earnest Deposit to Buyer; or (ii) accept the title to the Property subject to the defects without adjustment to the Purchase Price and proceed to Closing as set forth herein. At closing, the Buyer is to pay all premiums necessary to convert the title insurance commitment to a Buyer's title insurance policy in the full amount of the purchase price.

(b) **Environmental Investigation.** During the Inspection Period, Buyer shall, at its own expense, perform such environmental audits, testing and sampling of the Property as it, in its sole discretion, deems necessary to determine the environmental condition of the Property. If Buyer's environmental investigation reveals a condition or conditions requiring additional testing, remediation, abatement or reporting to local, state or federal governmental entities, Buyer will provide, at a minimum, the executive summary of its report to Seller. If Seller fails to take reasonable steps to address the environmental condition or conditions, Buyer may terminate this Contract. If any underground storage tanks, petroleum

product lines, asbestos or asbestos containing materials, septic tanks or other like containers or pipes are discovered at the Property, Seller shall have the option of removing the discovered items and any associated contamination, or terminating this Contract. In the event this Contract is terminated pursuant to the provisions of this subparagraph during the Inspection Period, Buyer shall be entitled to a return of its Earnest Deposit.

(c) **Utilities.** Seller shall pay for all utility services (e.g., water, electricity, and/or gas) furnished to the Property for the period of time up to and including the date on which Seller vacates the Property, and Buyer shall pay for such utility expenses thereafter. In the event meter readings are not made pertaining to the utility services furnished to the Property on precisely the date on which Seller vacates the Property, the cost of such utility service shall be appropriately prorated between the parties. In no event shall Seller cause or permit the following utility services to be shut off or discontinued, as doing so could result in physical damage to the Property.

7. **Insurance and Risk of Loss.** Seller shall maintain Property insurance until delivery of the Property to the Buyer, in accordance with its existing insurance policy. The risk of loss shall be upon Seller until the passage of title to Buyer. In the event of any material damage or destruction to the Property prior to the closing, this transaction may either be terminated or consummated upon the agreement of Buyer and Seller. In the event this transaction is consummated, Buyer and Seller shall agree to either an assignment of the proceeds of insurance to Buyer or to a reduction in the purchase price to the extent of the damage or destruction so long as a final non-disputed determination of insurance proceeds has been made by the insurer and such proceeds are sufficient to pay off Seller's mortgage financing associated with the Property. Buyer acknowledges that prior to any assignment of insurance proceeds from Seller to Buyer, Seller must first obtain the written consent of any applicable mortgage lender.

8. **Escrow Procedures.** The Earnest Deposit shall be held in escrow by the Title Company to be applied to the Purchase Price at Closing or, if Closing does not occur, to be disbursed as otherwise set forth herein. If the parties are in disagreement, the Title Company shall give written notice to Seller and Buyer indicating the Title Company's intended disposition of the Earnest Deposit. Seller and Buyer hereby agree that if neither party objects in writing to the proposed disposition of the Earnest Deposit within three (3) business days after the date of mailing of such notice, the Title Company shall proceed to dispose of the Earnest Deposit as it had previously indicated.

9. **Closing Procedures.**

- (a) At Closing, Seller shall deliver the following to the Title Company:
 - (i) A Special Warranty Deed in recordable form, and which is acceptable to Buyer, conveying fee simple title to the Property to Buyer, free and clear of all liens (including mechanics' liens), easements, leases, encumbrances, restrictions or defects, except

Zoning restrictions, and detailing:

- Current general taxes and current special assessments (if any);
 - Legal roadways and utility easements (if any);
 - Such other matters affecting title (if any) as have been approved by Buyer;
- (ii) Exclusive possession of the Property (subject to existing leases);
 - (iii) A closing statement reflecting the Purchase Price and all adjustments thereto;
 - (iv) A properly executed tax proration agreement;
 - (i) Any such other documents as might be reasonably requested by the Title Company and Buyer to consummate the purchase of the Property.

(b) At Closing, Buyer shall deliver to the Title Company the following:

- (i) The balance due of the Purchase Price subject to the adjustments and prorations set forth in this Contract;
- (ii) A closing statement reflecting the Purchase Price and all adjustments thereto;
- (iii) Any such other documents as might be reasonably requested by the Title Company and Seller to consummate the purchase of the Property.

10. Transaction Charges and Expenses. The Title Company shall serve both as escrow and closing agent for this transaction. Buyer and Seller shall pay equally the Title Company's fee for closing this transaction. Real property taxes on the Property for the year in which the transaction closes shall be prorated to date of closing, with the parties executing a tax proration agreement as set forth in Section 9(a)(iv). Seller shall pay any transfer taxes and recording fees or taxes.

11. Liability for Default.

(a) **Default by Seller.** If Buyer has performed all of the obligations of Buyer hereunder, and Seller shall breach this Contract or fail to perform any of Seller's obligations hereunder or fail to otherwise close this transaction, then Buyer, may elect, as its remedy, to either:

- (i) treat this Contract as terminated, in which case all payments and things of value received hereunder, including the Earnest Deposit described in Section 2, above, shall be returned to Buyer, Seller agrees to sign any necessary documents as required by the Title Company to release said Earnest Deposit to Buyer, and to reimburse Buyer for all of its expenses incurred for its investigation of the Property under Section 6, herein, as evidenced by paid invoices to third parties; or
- (ii) treat this Contract as being in full force and effect and Buyer shall

have the right to an action for specific performance. Seller shall reimburse Buyer for any expenses in connection with such enforcement, including, but not limited to, all reasonable attorneys' fees, court costs and related expenses.

- (b) **Default by Buyer.** If the Seller has performed Seller's obligations under this Contract, and after the satisfaction of all conditions stated herein to the benefit of the Buyer, Buyer fails to make the payments herein or fails to otherwise close this transaction, then Seller, as its remedy to either:
- (i) treat this Contract as terminated, in which case the Earnest Deposit described in Section 2, above, shall be retained by Seller and, Buyer agrees to sign any necessary documents as required by the Title Company to release said Earnest Deposit; or
 - (ii) treat this contract as being in full force and effect and Seller shall have the right to an action for specific performance. Buyer shall reimburse Seller for any expenses in connection with such enforcement, including, but not limited to, all reasonable attorneys' fees, court costs and related expenses.

12. **First Right of Refusal Options.** The seller warrants and represents that there is no existing first right of refusal option to allow a third party to purchase the Property.

13. **Miscellaneous.**

(a) **Authority and Binding Effect.** Both the individual signing this Contract on behalf of Seller and the individual signing this Contract on behalf of Buyer have the authority to bind the respective party to the agreements set forth herein. This Contract shall be binding upon and inures to the benefit of the parties hereto and their respective successors and assigns. The representations and agreements contained herein shall extend to and be obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto

(b) **Attorneys' Fees.** In connection with any litigation arising out of this Contract, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorneys' fees.

(c) **Time is of the Essence.** Time shall be considered of the essence for this contract.

(d) **Waiver.** No waiver by Seller or Buyer of any default or breach under this Contract shall operate as a waiver of any future default, whether of like or different nature.

(e) **Entire Contract Modification.** This Contract contains the entire agreement of the terms and conditions agreed upon by the parties herein. This Contract supersedes any and all previous agreements, whether oral or written, regarding the subject matter of this Contract.

(f) **Counterparts, Facsimile Signatures and Electronic Transfer.** This Contract may be executed in multiple counterparts, each of which shall be considered to be an original document. "Facsimile signatures," as that term is commonly used with reference to facsimile machines used in transmitting documents, signatures, photocopies, etc., will be and are hereby declared by all parties to this Contract to be the same as an original signature to this Contract. A facsimile of this Contract, including the signature portion thereof, will be treated and relied upon by all parties hereto as an original Contract and an authentic signature with the same legal effect as though the facsimile were an original document to which a genuine signature has been affixed. "Electronic transfer" (i.e.: pdf, lrf, etc.) as that term is commonly used with reference to electronic scanning and transmission via the Internet. Documents, signatures, photocopies, etc. will be and hereby are declared by all parties to this Contract to be the same as an original signature to this Contract. An Electronic Transfer of this Contract, including the signature portion thereof, will be treated and relied upon by all parties hereto as an original Contract and an authentic signature with the same legal effect as though the Electronic Transfer were an original document to which a genuine signature has been affixed.

(g) **Construction.** This Contract and all provisions contained herein have been jointly drafted (or reviewed and negotiated) and agreed to, and shall be deemed to have been prepared jointly, by the parties hereto, each being sophisticated in transactions such as the one contemplated by this Contract and each having the benefit and advice of legal counsel (or the opportunity to seek such counsel), and shall not be construed in favor of or against any party to this Contract. All headings contained in this Contract are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Contract or any provisions hereof and should not be considered in interpreting this Contract. The term "Seller" may either be singular or plural according to whichever is evidenced by the signatures below.

(h) **Severability.** Should any provision of this Contract be held to be illegal, invalid or unenforceable, such a finding shall have no effect on any other provisions of this Contract.

(i) **Controlling Law.** This Contract shall be construed and interpreted according to the laws of the State of Missouri.

(j) **Computation of Time.** If any date for the occurrence of an event or act under this Contract falls on a Saturday, Sunday or legal holiday in the State of Missouri, then the time for the occurrence of such event or act shall be extended to the next succeeding business day. All time computations under this Contract shall be based on Central Time Zone.

14. **Notices.** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be effective as of (i) the date of delivery, if served in person, (ii) two (2) days after the date of mailing, if served by certified or registered mail, postage prepaid and return receipt requested, (iii) the next succeeding business day after deposit with a responsible overnight delivery service similar to UPS and/or Federal Express, or (iv) upon receipt, if delivered by facsimile with confirmed transmittal. If the last day for giving notice or performing any act hereunder falls on a Saturday, Sunday, or day on which the main post office at Springfield, Missouri, is not open for the regular transaction of business, the time shall be extended to the next day that is not a Saturday, Sunday, or post office holiday.

Notice shall be sent to the following:

For Seller:

Glenn P. Green
Lowther Johnson Attorneys at Law LLC
901 E. Saint Louis St. 20th Floor
Springfield, MO 65806

For Buyer:

Matthew D. Morris
Vice President for Administrative Services
Missouri State University
901 S. National Ave.
Springfield, MO 65897

IN WITNESS WHEREOF, the parties hereto have executed this Contract, intending to be bound by the terms of same, as of the last date indicated below.

BUYER

Board of Governors of Missouri State University

By: Matthew D. Morris, Vice President for Administrative Services

Executed _____ o'clock _____ M. CT on _____, 2017

SELLER

Mauldin Family LP

Patty J. Mauldin
By: Patty Mauldin

Executed 10:45 o'clock A. M. CT on July 19, 2017

Title Company Acknowledgement of Receipt of Executed Contract:

I, _____ (representative) of _____ (Title Company) hereby
acknowledge receipt of the fully executed Contract this _____ day of _____, 20____.

By:

EXHIBIT A

LEGAL DESCRIPTION

ALL OF LOT4 JORDAN VALLEY SUBDIVISION, ACCORDING TO THE PLAT
RECORDED IN PLAT BOOK AAA AT PAGE 150 IN THE RECORDER'S
OFFICE IN GREENE COUNTY, MISSOURI.

RECOMMENDED ACTION - Approval of a Memorandum of Understanding between the Board of Governors of Missouri State University and the City of Springfield, Missouri concerning the use of a property adjacent to occupied or owned University property in downtown Springfield, Missouri.

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

WHEREAS, Mauldin Family LP (“Owner”) owns certain property in downtown Springfield, Missouri, including the land and buildings located at 353 N. Campbell Avenue (“Subject Property”), and the land and buildings located at 411-417 W. Mill Street (“Adjacent Property”);

WHEREAS, Owner desires to sell both the Subject Property and the Adjacent Property by September 1, 2017;

WHEREAS, University has immediate and ongoing needs for both parking and storage in the downtown Springfield area, and such needs can be adequately met by the Subject Property and the Adjacent Property, respectively;

WHEREAS, University and Owner have reached an agreement whereby University will purchase the Adjacent Property and the Subject Property on or before September 1, 2017 (“University’s Closing Date”);

WHEREAS, Jordan Creek underlies the Subject Property, and the City has an interest in acquiring the Subject Property for the purpose of daylighting Jordan Creek;

WHEREAS, the City desires to obtain a legally enforceable option to purchase the Subject Property, and University is amenable to granting City said option to purchase the Subject Property in consideration of the City’s agreement to purchase the Subject Property at the University’s cost, and provide other good and valuable consideration in the form of additional parking access in the immediate vicinity of the Subject Property; and

WHEREAS, the City and the University desire to enter into a legally enforceable Memorandum of Understanding (“MOU”) to memorialize the terms of the City’s option to purchase the Subject Property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors for Missouri State University that the University be authorized to enter into a Memorandum of Understanding, effective September 1, 2017, with the City of Springfield regarding the purchase of the Subject Property;

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

BE IT FURTHER RESOLVED that the President of Missouri State University be authorized to sign the Memorandum of Understanding, incorporated herein by reference, and perform those acts necessary to carry out and perform the terms of the agreement.

VOTE: **AYE** _____

NAY _____

COMMENTS:

Under the terms of the MOU, the University would grant the City of Springfield a legally enforceable option to purchase the land and buildings located at 353 N. Campbell Avenue, Springfield, Missouri (“Subject Property”), under the following terms and conditions:

- The City may purchase the Subject Property at any time after September 1, 2017, for the purpose of daylighting Jordan Creek.
- The City must give the University a minimum of one (1) year’s advance written notice prior to commencing daylighting of Jordan Creek.
- The City must pay the University its original purchase price of the Subject Property (i.e., \$275,000). Unless the option to purchase is exercised and the purchase is completed prior to September 1, 2018, the purchase price will increase annually by 2%.
- University will be responsible for converting the Subject Property into a parking lot suitable for the University’s needs, which includes demolition of two (2) buildings, and may include grading, chip-and-seal/asphalting/paving, and striping, and installation of appropriate signage on lights. The estimated cost of these improvements is \$351,000.
- If the City exercises its option to purchase prior to September 1, 2027, the City shall either grant University the right to continue utilizing the Subject Property through September 1, 2027 at no charge, or reimburse the University for the unamortized costs of improving the Subject Property, based on a ten-year amortization schedule.
- In further consideration of its option to purchase, the City shall also grant University the right to utilize, without cost, the City’s lots located on the southeast intersection of Mill Street and Campbell Street, and at 344 N. Main Avenue. University shall be required to maintain such lots, but will not be required to pay rent for its use of same.

**Memorandum of Understanding
Regarding the Purchase of Real Estate Located at
353 N. Campbell Avenue, Springfield, Missouri**

This Memorandum of Understanding ("MOU") is entered by and between the Board of Governors of Missouri State University ("University"), a Missouri public institution of higher education, and the City of Springfield, Missouri ("City"), a municipal corporation organized and operating under the Constitution and laws of the State of Missouri and the Springfield City Charter, and is effective as of this _____ day of August, 2017 ("Effective Date").

WHEREAS, Mauldin Family LP ("Owner") owns certain property in downtown Springfield, Missouri, including the land and buildings located at 353 N. Campbell Avenue ("Subject Property"), and more particularly described in Exhibit A, and the land and buildings located at 411-417 W. Mill Street ("Adjacent Property");

WHEREAS, Owner desires to sell both the Subject Property and the Adjacent Property by September 1, 2017;

WHEREAS, University has immediate and ongoing needs for both parking and storage in the downtown Springfield area, and such needs can be adequately met by the Subject Property and the Adjacent Property, respectively;

WHEREAS, University and Owner have reached an agreement whereby University will purchase the Adjacent Property and the Subject Property on or before September 1, 2017 ("University's Closing Date");

WHEREAS, Jordan Creek underlies the Subject Property, and the City has an interest in acquiring the Subject Property for the purpose of daylighting Jordan Creek; and

WHEREAS, the City desires to obtain a legally enforceable option to purchase the Subject Property, and University is amenable to granting City said option to purchase the Subject Property under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, it is understood and agreed by parties as follows:

1. University's Purchase of the Subject Property. No later than September 1, 2017, will cause its wholly-owned not-for profit, Missouri State University Development Corporation ("MSU DC"), to purchase the Subject Property for its appraised value of Two Hundred Seventy-Five Thousand Dollars (\$275,000.00) ("Purchase Price"). In consideration of its payment of the Purchase Price, Owner will provide MSU DC with a special warranty deed for the Subject Property.

2. Improvements to the Subject Property. University will assume financial responsibility for making such improvements to the Subject Property as are reasonably necessary, in University's sole judgment; to convert the Subject Property into a parking lot suitable for

University's needs ("Subject Property Improvements"). Such Subject Property Improvements will include demolition of the two (2) buildings on the northeast and southeast corners of the Subject Property, and may include grading, chip-and-seal/asphalting/paving, and striping of the Subject Property, as well as installation of appropriate signage and lights on the Subject Property. The estimated cost of the Subject Property Improvements is Three Hundred Fifty-One Thousand Dollars (\$351,000.00).

3. City's Option to Purchase the Subject Property. Subject to the timing requirements set forth in Section 4, and in exchange for the consideration set forth in Section 5, University hereby grants the City an option to purchase the Subject Property for the sole purpose of daylighting Jordan Creek ("Option to Purchase").

4. Timing Requirements of the City's Option to Purchase the Subject Property. University's grant to the City of the Option to Purchase the Subject Property is subject to the following timing requirements:

- (a) The City may exercise its Option to Purchase at any time; provided, however, that City shall provide University with at least one (1) year's advance written notice prior to daylighting Jordan Creek on the Subject Property, in order to give the University ample time to make alternative parking arrangements. For the avoidance of doubt, under no circumstance shall the City begin daylighting Jordan Creek on the Subject Property prior to September 1, 2018; and
- (b) If City exercises its Option to Purchase prior to September 1, 2027, the City shall either:
 - (i) Grant University the right to continue utilizing the Subject Property for parking purposes at no charge through September 1, 2027 (providing that University is responsible for using and maintaining the Subject Property in a manner consistent with the requirements set forth in Exhibit B); or
 - (ii) Reimburse University for the unamortized costs of the Subject Property Improvements, based on a ten-year amortization schedule for the actual cost to the University for "Subject Property Improvements", but not greater than the estimated cost of \$351,000.

For example, if the City exercises its Option to Purchase on September 1, 2022, and University's right to continue utilizing the Subject Property for parking purposes is extinguished as of that date, the City shall be required to reimburse University One Hundred Seventy-Five Thousand Five Hundred Dollars (\$175,500.00) for Subject Property Improvements (i.e., $\$351,000 / 10 \text{ yrs} = \$35,100/\text{yr}$; $\$35,100 \times 5 \text{ yrs} = \$175,500$).

5. Consideration for the City's Option to Purchase the Subject Property. In exchange for the Option to Purchase granted to the City by this MOU, the City shall provide University with the following consideration:

- (a) If the Option to Purchase is exercised and the purchase is completed on or by September 1, 2018, the City shall pay the Purchase Price to University;
- (b) If the Option to Purchase is exercised after September 1, 2018, the City shall pay University the Purchase Price, which Purchase Price shall be increased by 2% on each anniversary of the University's Closing Date, with the first increase occurring on September 1, 2018;
- (c) The City hereby grants University an immediate license to utilize, without cost, the City's parking lot located at the southeast intersection of Mill Street and Campbell Street (Parcel ID # 88132409010); provided, however, that, if the University opts to utilize said parking lot, University shall be responsible for using and maintaining the lot in a manner consistent with the requirements set forth in Exhibit B. Said license shall continue until the earlier of:
 - (i) September 1, 2027; or
 - (ii) The date upon which the City begins excavation on this lot for the purpose of daylighting Jordan Creek;
- (d) The City also hereby grants University an immediate license to utilize, without cost, the City's lot located at 344 N. Main Avenue (Parcel ID # 881323101002) ("344 N. Main Lot") for parking purposes; provided, however, that, if the University opts to utilize said lot, University shall be responsible for developing, using, and maintaining said lot(s) in a manner consistent with the requirements set forth in Exhibit B. The parties agree and understand that the estimated cost to University of developing the 344 N. Main Lot is Three Hundred Sixty Thousand Dollars (\$360,000.00). Accordingly, said license for the 344 N. Main Lot shall continue until the earlier of:
 - (i) September 1, 2027; or
 - (ii) The date upon which the City begins excavation on the 344 N. Main Lot for the purpose of daylighting Jordan Creek. If, however, the City begins daylighting Jordan Creek prior to September 1, 2027, and if the University has developed the 344 N. Main Lot, the City shall reimburse University for the unamortized costs of such development, based on a ten-year amortization schedule for the actual cost to the University for developing the lot as noted in paragraph 5.(d), but not greater than the estimated amount of \$360,000.

For example, if the City begins daylighting the 344 N. Main Lot Purchase on September 1, 2022, the City shall be required to reimburse University One Hundred Eighty Thousand Dollars (\$180,000.00) for its development costs (i.e., $\$360,000 / 10 \text{ yrs} = \$36,000/\text{yr}$; $\$36,000 \times 5 \text{ yrs} = \$180,000$).

6. **Assignment.** The City shall not, without the prior written consent of the University, assign its Option to Purchase to any other party. University may, however, assign any the City's Purchase Payment to the MSU DC if it so desires.

7. **Liability of the Parties.** Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by said party, its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said party under this MOU. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. Both parties shall, however, retain the right to take any and all actions they believe necessary to protect their own interests.

8. **Severability.** If this MOU contains any unlawful provisions not an essential part of the MOU and which appear have not been a controlling or material inducement to the making hereof, the same shall be deemed to be of no effect and shall upon the application of either party, be stricken from this MOU without affecting the binding force of the MOU as it shall remain after omitting any such provision.

9. **Entire Agreement.** This MOU constitutes the entire agreement between the parties with respect to the subject matter and transactions contemplated herein.

10. **Amendments.** The parties may adopt in writing such modifications as the parties may mutual agree upon from time to time, and such modifications, upon execution, shall become a part of this Agreement by reference and incorporation.

11. **Non-Discrimination.** The parties agree that they shall not discriminate on the basis of race, color, religion, age, national origin, ancestry, veteran's status, sexual orientation, gender identity/expression, disability, or any other basis protected by applicable law in performing their respective obligations under this MOU.

12. **Governing Law.** This MOU shall be governed by the laws of the State of Missouri.

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

Board of Governors of
Missouri State University

City of Springfield, Missouri

Clifton M. Smart, III
President



Greg Burris
City Manager

EXHIBIT A

LEGAL DESCRIPTION

AN IRREGULAR TRACT OF LAND LYING IN SECTION 23, T-29N, R-22W, CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. RECORD DESCRIPTION AS FOLLOWS:

BEGINNING AT A POINT 30 FEET SOUTH OF THE NORTHEAST CORNER OF SECTION TWENTY-THREE (23). TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-TWO (22); THENCE WEST ALONG THE SOUTH LINE OF MILL STREET, 388.40 FEET MORE OR LESS. TO THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED IN BOOK 1548 AT PAGE 873; THENCE SOUTH 200 FEET MORE OR LESS (200.25 FEET) TO THE CENTER OF WILSON CREEK; THENCE EAST 132 FEET; THENCE SOUTH 25 FEET; THENCE EAST 95.7 FEET; THENCE NORTH TO THE CENTER OF THE STONE WALL FORMERLY BOUNDING THE NORTH SIDE OF WILSON CREEK; THENCE EASTERLY ALONG THE CENTER OF SAID STONE WALL 74 FEET, THENCE SOUTH TO THE CENTER OF WILSON CREEK; THENCE EASTERLY (NORTH OF EAST) WITH THE CENTER LINE OF WILSON CREEK TO THE EAST LINE OF SAID SECTION 23. THENCE NORTH OF THE BEGINNING, EXCEPT ANY PART DEEDED, TAKEN OR USED FOR STREET PURPOSES.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 23, T-29N, R-22W; THENCE SOUTH $01^{\circ}-53'-36''$ WEST, 29.99 FEET; THENCE NORTH $88^{\circ}-44'-27''$ WEST, 46.73 FEET TO THE WEST RIGHT-OF-WAY LINE OF CAMPBELL AVENUE AND THE SOUTH RIGHT-OF-WAY LINE OF MILL STREET; THENCE SOUTH $01^{\circ}-53'-36''$ WEST, ALONG SAID RIGHT-OF-WAY, 156.49 FEET TO THE NORTH RIGHT-OF-WAY LINE OF WATER STREET; THENCE SOUTH $84^{\circ}-11'-32''$ WEST, ALONG SAID RIGHT-OF-WAY, 344.89 FEET; THENCE NORTH $01^{\circ}-54'-13''$ EAST, ALONG A TRACT OF LAND AS CONVEYED IN BOOK 1548 PAGE 875, GREENE COUNTY, RECORDERS OFFICE, 198.92 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF MILL STREET, THENCE SOUTH $88^{\circ}-44'-27''$ EAST, ALONG SAID RIGHT-OF-WAY, 341.76 FEET, TO THE POINT OF BEGINNING. CONTAINING 1.39 ACRES MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM. SUBJECT TO ALL COVENANTS, RESTRICTIONS, EASEMENTS, AND RESERVATIONS NOW OF RECORD. CONDITIONS AND MONUMENTS ARE AS SHOWN ON ANDERSON ENGINEERING DRAWING WB 103-217.

EXHIBIT B

CONDITIONS OF UNIVERSITY'S USE OF CITY'S PARKING LOTS

In utilizing the City's parking lots located at the southeast intersection of Mill Street and Campbell Street (Parcel ID # 88132409010) and at 344 N. Main Avenue (Parcel ID # 881323101002), University will:

1. Use the City's parking lots solely for parking passenger motor vehicles, small passenger vans and small passenger trucks, except with the City's consent. With the City's consent, University may also use the City's parking lots for non-overnight parking of traditional school buses used to transport elementary/secondary students to attend academic programs or athletics competitions on the University campus.
2. Maintain the City's parking lots consistent with adjacent University parking lots. Trash and snow removal shall be a continuing item throughout the week, with snow removed from the lot in a manner to provide ease of walking to and from the city sidewalks. Exterior grass shall be cut no less than monthly during the months of April through October.
3. Notify the City in writing and by telephone (at 417-864-1010) immediately upon the occurrence of any damage to either of the City's parking lots. If damage is caused by University (including its agents, employees, students and/or invitees), then University shall be responsible for all costs or repairs or, at its option, for competing the repairs itself.
4. Enforce parking regulations consistent with other University parking lots, including necessary monitoring, ticketing and towing, according to current University policy.
5. Provide appropriate signage, chains, curb markings, etc. to facilitate University's enforcement of regulations and work with the City on agreeable placement and use.
6. Restrict parking by University students and staff to parking only in the normal parking spaces. No vehicles shall be parked so as to block or impede the ingress or egress of any other motor vehicle.
7. Grant priority to the City for parking during special daytime or evening functions provided that City shall notify the University's Parking Office (at 417-836-4334) of the need for such priority not less than forty-eight (48) hours in advance of such functions.
8. Pay the cost of lighting for the City's parking lots if/as applicable, and replace burned out lights.
9. Pay the City \$00.00 per annum for use of the City's parking lots.

VI.D.3.

RECOMMENDED ACTION – Approval of Parking Lot Lease Agreement With Missouri State University Development Corporation for Lot Located at 353 N. Campbell Avenue, Springfield, Missouri.

The following resolution was moved by _____ and seconded by:

WHEREAS, the University has an immediate need for parking in downtown Springfield, Missouri, adjacent to the University’s downtown facilities;

WHEREAS, Missouri State University Development Corporation (“MSU DC”) has entered into a real estate purchase contract to purchase certain land and buildings located at 353 N. Campbell Avenue, Springfield, Missouri (“Parking Lot”) on September 1, 2017, which Parking Lot is suitable for the University’s parking needs; and

WHEREAS, Administration recommends that the University enter into a lease agreement whereby it will lease the Parking Lot from MSU DC under the terms and conditions summarized below.

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors for Missouri State University that the Parking Lot Lease Agreement with Missouri State University Development Corporation for Lot Located at 353 N. Campbell Avenue, Springfield, Missouri is approved, and that the Vice President for Administrative Services is authorized to execute said agreement on behalf of the Board of Governors.

VOTE: **AYE** _____

NAY _____

COMMENTS:

The salient proposed terms of the Parking Lot Lease Agreement, are as follows:

- The lease is subject to an option to purchase the Parking Lot, which option is held by the City of Springfield;
- The lease will commence on September 1, 2017, and continue through September 1, 2027, or the date upon which the City of Springfield begins excavating the Parking Lot pursuant to its option to purchase;
- University will pay a lump-sum lease payment of \$275,000 to MSU DC on or before September 1, 2017; however, this lump-sum payment will be refunded to the University (with interest, if applicable) upon the City of Springfield’s exercise of the option to purchase; and
- University will be responsible for improving, repairing, and maintaining the Parking Lot, at University expense, during the duration of the lease.

PARKING LOT LEASE AGREEMENT

THIS PARKING LOT LEASE AGREEMENT (“Lease”) is made by and between the Missouri State University Development Corporation (“MSU DC”) and the Board of Governors of Missouri State University (“University”), and is effective as of September 1, 2017 (“Effective Date”).

WHEREAS, University is a Missouri public institution of higher education with its main campus located in Springfield, Missouri;

WHEREAS, MSU DC is a Missouri not-for-profit corporation owned and operated by the University for the purpose of fostering, cooperating, and assisting in the physical and functional growth, development, and advancement of the University;

WHEREAS, MSU DC is a party to a Real Estate Purchase Contract, whereby MSU DC will purchase from Mauldin Family LP certain land and buildings located at 353 N. Campbell Avenue, Springfield, Missouri (“Subject Lot”), and further described in the legal description set forth on Exhibit A, which is attached hereto and incorporated herein by reference;

WHEREAS, University is desirous of obtaining property in the immediate future in downtown Springfield for purposes of parking and, possibly, storage;

WHEREAS, the Subject Lot is in close proximity to certain of University’s downtown Springfield campus facilities and, with some improvements, would be suitable for University’s needs; and

WHEREAS, the parties agree that MSU DC will lease the Subject Lot to MSU for the terms and conditions set forth in this Lease.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, it is understood and agreed by the parties as follows:

1. Acknowledgement of City of Springfield’s Option to Purchase Subject Lot. University understands and acknowledges that the Subject Lot is subject to an option to purchase held by the City of Springfield (“Option to Purchase”). In exercising its Option to Purchase, the City of Springfield shall pay MSU DC Two Hundred Seventy-Five Thousand Dollars (\$275,000.00), plus an annual escalator of 2% unless purchased prior to September 1, 2018.

2. Term of Lease. MSU DC hereby leases the Subject Lot to University as of the Effective Date, and continuing until the earlier of:

(a) September 1, 2027; or

(b) The date upon which the City of Springfield begins excavation of the Subject Lot for the purpose of daylighting Jordan Creek.

3. Rent Amount. On or before September 1 2017, University shall pay MSU DC a sum of Two Hundred Seventy-Five Thousand Dollars (\$275,000.00) (“Rent Amount”), for the entire term of the Lease specified in Section 2, above. The parties acknowledge that the Rent Amount is coextensive with the purchase price that MSU DC is contractually obligated to pay for the Subject Lot.

4. Subject Lot Improvements. University will assume financial responsibility for making such improvements to the Subject Lot as are reasonably necessary, in University's sole judgment, to convert the Subject Lot into a parking lot suitable for University's needs ("Subject Lot Improvements"). Such Subject Lot Improvements will include demolition of the two (2) buildings on the northeast and southeast corners of the Subject Lot, and may include grading, chip-and-seal/asphalting/paving, and striping of the Subject Lot, as well as installation of appropriate signage and lights on the Subject Lot.

5. Refund to University. Upon the City of Springfield's exercise of its Option to Purchase and subsequent purchase of the Subject Lot, MSU DC will refund the purchase price it receives from the City of Springfield (i.e., \$275,000 plus interest as applicable) to the University.

6. University's Administration and Maintenance of the Subject Lot. In consideration for its right to use the Subject Lot, University will be responsible for administering and maintaining the Subject Lot subject to the following conditions:

- (a) Maintain the Subject Lot consistent with adjacent University lots/facilities. Trash and snow removal shall be a continuing item throughout the week, with snow removed from the lot in a manner to provide ease of walking to and from the city sidewalks. Exterior grass shall be cut no less than monthly during the months of April through October;
- (b) Repair, at University expense any and all damage to the Subject Lot caused by University (including its agents, employees, students and/or invitees);
- (c) Enforce parking regulations consistent with other University parking lots, including necessary monitoring, ticketing and towing, according to current University policy; and
- (d) Provide appropriate signage, chains, curb markings, etc. to facilitate University's enforcement of regulations.

7. Liability of the Parties. Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by said party, its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said party under this MOU. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. Both parties shall, however, retain the right to take any and all actions they believe necessary to protect their own interests.

8. Severability. If this MOU contains any unlawful provisions not an essential part of the MOU and which appear have not been a controlling or material inducement to the making hereof, the same shall be deemed to be of no effect and shall upon the application of either party, be stricken from this MOU without affecting the binding force of the MOU as it shall remain after omitting any such provision.

9. Entire Agreement. This MOU constitutes the entire agreement between the parties with respect to the subject matter and transactions contemplated herein.

10. Amendments. The parties may adopt in writing such modifications as the parties may mutual agree upon from time to time, and such modifications, upon execution, shall become a part of this Agreement by reference and incorporation.

11. Non-Discrimination. The parties agree that they shall not discriminate on the basis of race, color, religion, age, national origin, ancestry, veteran's status, sexual orientation, gender identity/expression, disability, or any other basis protected by applicable law in performing their respective obligations under this MOU.

12. Governing Law. This MOU shall be governed by the laws of the State of Missouri.

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

**Board of Governors of
Missouri State University**

**Missouri State University
Development Corporation**

**Matthew D. Morris
Vice President for
Administrative Services**

**Virginia Fry
President**

EXHIBIT A
LEGAL DESCRIPTION

AN IRREGULAR TRACT OF LAND LYING IN SECTION 23, T-29N, R-22W, CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. RECORD DESCRIPTION AS FOLLOWS:

BEGINNING AT A POINT 30 FEET SOUTH OF THE NORTHEAST CORNER OF SECTION TWENTY-THREE (23). TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-TWO (22); THENCE WEST ALONG THE SOUTH LINE OF MILL STREET, 388.40 FEET MORE OR LESS. TO THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED IN BOOK 1548 AT PAGE 873; THENCE SOUTH 200 FEET MORE OR LESS (200.25 FEET) TO THE CENTER OF WILSON CREEK; THENCE EAST 132 FEET; THENCE SOUTH 25 FEET; THENCE EAST 95.7 FEET; THENCE NORTH TO THE CENTER OF THE STONE WALL FORMERLY BOUNDING THE NORTH SIDE OF WILSON CREEK; THENCE EASTERLY ALONG THE CENTER OF SAID STONE WALL 74 FEET, THENCE SOUTH TO THE CENTER OF WILSON CREEK; THENCE EASTERLY (NORTH OF EAST) WITH THE CENTER LINE OF WILSON CREEK TO THE EAST LINE OF SAID SECTION 23. THENCE NORTH OF THE BEGINNING, EXCEPT ANY PART DEEDED, TAKEN OR USED FOR STREET PURPOSES.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 23, T-29N, R-22W; THENCE SOUTH $01^{\circ}-53'-36''$ WEST, 29.99 FEET; THENCE NORTH $88^{\circ}-44'-27''$ WEST, 46.73 FEET TO THE WEST RIGHT-OF-WAY LINE OF CAMPBELL AVENUE AND THE SOUTH RIGHT-OF-WAY LINE OF MILL STREET; THENCE SOUTH $01^{\circ}-53'-36''$ WEST, ALONG SAID RIGHT-OF-WAY, 156.49 FEET TO THE NORTH RIGHT-OF-WAY LINE OF WATER STREET; THENCE SOUTH $84^{\circ}-11'-32''$ WEST, ALONG SAID RIGHT-OF-WAY, 344.89 FEET; THENCE NORTH $01^{\circ}-54'-13''$ EAST, ALONG A TRACT OF LAND AS CONVEYED IN BOOK 1548 PAGE 875, GREENE COUNTY, RECORDERS OFFICE, 198.92 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF MILL STREET, THENCE SOUTH $88^{\circ}-44'-27''$ EAST, ALONG SAID RIGHT-OF-WAY, 341.76 FEET, TO THE POINT OF BEGINNING. CONTAINING 1.39 ACRES MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI STATE PLANE COORDINATE SYSTEM. SUBJECT TO ALL COVENANTS, RESTRICTIONS, EASEMENTS, AND RESERVATIONS NOW OF RECORD. CONDITIONS AND MONUMENTS ARE AS SHOWN ON ANDERSON ENGINEERING DRAWING WB 103-217.



EXTERNALLY FUNDED RESEARCH & PROJECTS REPORT
PREPARED BY THE OFFICE OF RESEARCH ADMINISTRATION
FISCAL YEAR (FY) 2017

Externally sponsored grants and contracts enhance the capacity for the University to achieve its mission through education, research, and service projects. External funding enables faculty and staff to address the needs of communities, schools, and businesses throughout southwest Missouri and beyond.

In 2016-2017, Missouri State University was awarded \$20,584,404 to support projects in research, education and service. The number of proposals submitted is the second highest recorded (383). Approximately 16% of faculty were named investigators on awards.

2017	SUMMARY OF SPONSORED RESEARCH & PROGRAMS ACTIVITY		
	Key Indicators	FY2017 Activity	% Change from FY2016
	Proposal Submitted	383	6%
	Funds Requested	\$52,298,692	-0.5%
	Named Investigators	117	-11%
	Grants & Contracts Awarded	285	-1%
	Funds Awarded	\$20,584,404	-17%

FY 2017 PROJECT HIGHLIGHTS

Faculty and staff from across many areas of the University complete incredible and unique projects due in part to the external funding they receive. The following is a sampling of grants and contracts awarded in fiscal year 2017:

- Funds from the US Department of Education (ED) support the Improving English Language Teaching in the Ozarks (iELT-Ozarks) project, which will provide access to affordable, customizable, state-of-the-art English language teacher training to improve the educational outcomes of the language minority student population in the Ozarks region.
- National Science Foundation funds enable the investigation of the capacity of the rootstock to modulate the scion's response to climatic variation, which is a fundamental question in grape cultivation and is of particular importance due to agriculture facing the environmental consequences of a changing climate.

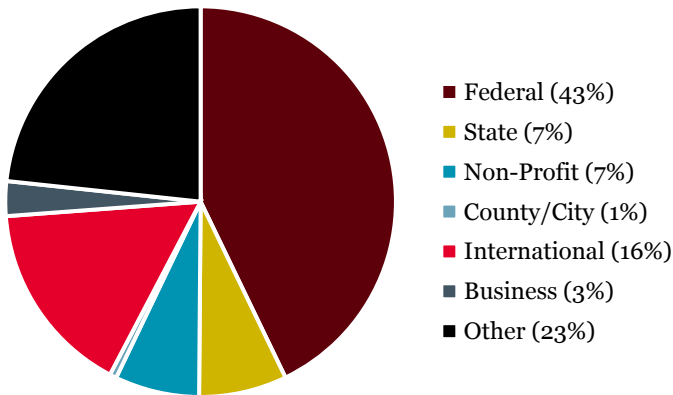
IX.A.

- The US Department of Agriculture (USDA) provides funds to create hands-on learning experiences for Missouri State students in the area of insect science, which will advance and extend the body of knowledge in a heavily understudied area of insect immunology, by isolating and identifying constituents of a plant essential oil that impair the insect innate immune system.
- Continued funding from ED supports Project ACCESS to provide quality training, education, and resource referral primarily for school district professionals in the education of children with Autism Spectrum Disorder (ASD). The complex nature of the disorder requires significant support for parents, teachers, and other individuals involved in the education of children with an ASD.
- An award from the Missouri Department of Conservation funds research to better understand potential impacts of electrofishing on hellbenders and whether seasonal and/or geographic restrictions for electrofishing may be warranted.
- Funds from the Rural Community College Alliance support an initiative to start a farmers market using the MSU-WP greenhouse. The greenhouse is a working laboratory supporting the effort of educating local agriculturalists to produce and market healthy foods.
- Continued funding from the Corporation for Public Broadcasting provides assistance to Ozarks Public Television with its annual operating costs.
- The Taney County Health Department provides funding for a program to provide professional development to local food producers through a series of workshops and farm tours, implement a marketing and promotion campaign of the benefits of eating whole and local foods, and assist with outreach to local food producers and high school Future Farmers of America and 4H clubs.
- The Mercy Caritas/Catherine McAuley Area of Greatest Need Program funds a program that aims to increase the integrated primary care of uninsured patients at the MSU Care Clinic. The purpose is to enhance the screening and diagnosis of cardiac disease by electrocardiology (EKG) and to monitor diabetic control of patients on diabetic medications who are MSU Care patients.
- An ongoing award from the Community Foundation of the Ozarks supports the Northwest Project, which helps Springfield families overcome the challenges that have kept them living in poverty and sustain their long-term success in emerging from those circumstances.
- An ongoing cooperative agreement with the Department of Defense provides funds to safely develop and deploy nanoscale engineered technologies. This research is important for minimizing, mitigating, or even eliminating the human and environmental risks that may be associated with nanoscale engineered technologies.
- An award from the Presidio Trust of San Francisco funds a project to help reintroduce the native California Floater Mussel to Mountain Lake where it once naturally occurred.
- The US Department of Transportation through the Missouri Department of Transportation provides funds for the principal tasks of updating the regional transportation plan; working with the Transportation Advisory Committee to identify and prioritize regional transportation system needs; and providing technical advisory assistance to local governments on comprehensive planning and transportation planning activities.
- Funding from Google, Inc. supports a Missouri State software engineering course in which students use the Google cloud platform to learn and implement cloud-based projects, host their applications in the cloud, and use the cloud platform to distribute the computing workloads among multiple virtual machines for real-time performance comparison.

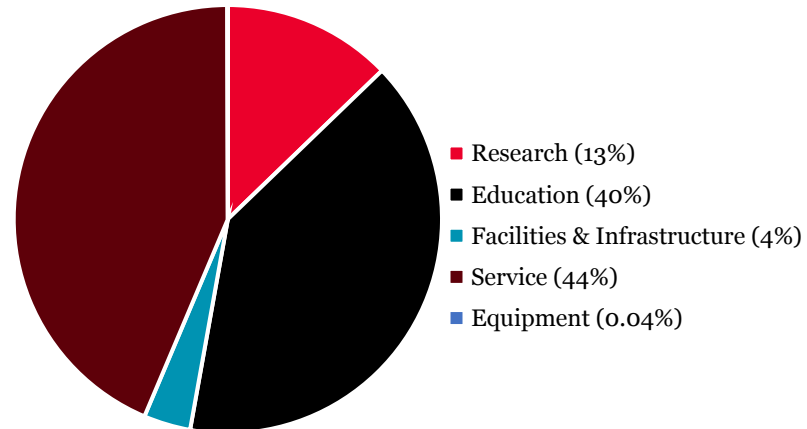
FY 2017 EXTERNAL FUNDING SUMMARY & TRENDS

In FY2017, federal agencies remain the leading source of grants and contracts. International and Other types of sponsors provide the next largest sources of funding. Service projects make up almost half of the awards that Missouri State receives.

AWARDS BY SPONSOR TYPE

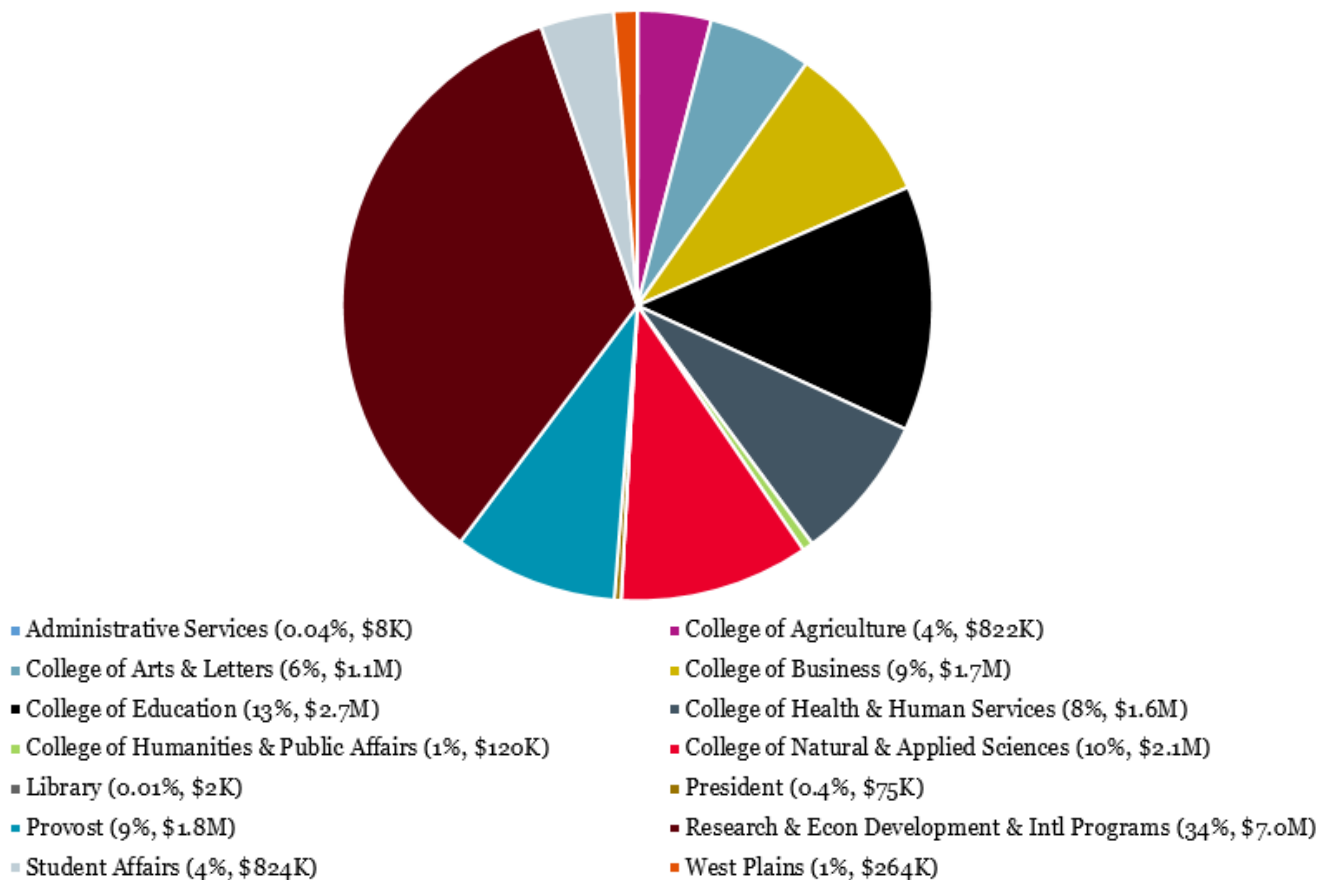


AWARDS BY PROJECT TYPE



Seven of Missouri State's major units exceeded \$1 million in annual award funding, and University centers continue to be instrumental in acquiring external funding, with approximately \$8.5 million (41%) of the total funds awarded in FY 2017.

AWARDS BY UNIT



IX.A.

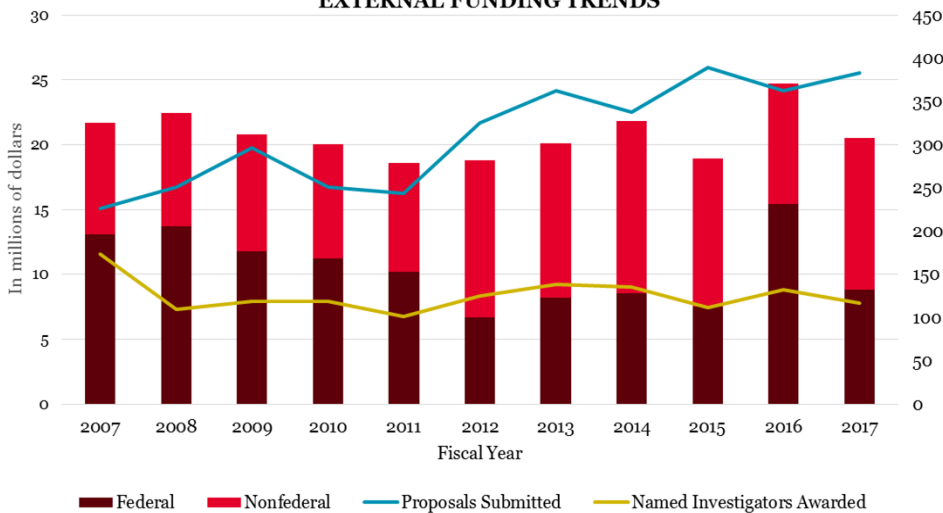
Missouri State University met its 2016-2017 Action Plan externally sponsored research and program goals:

- Maintain external funding through the office of sponsored research and programs at \$20 million or more annually (**\$20.5 million received for FY2017**)
- Maintain the number of grant and contract proposals submitted for external funding through the office of sponsored research and programs at 300 or more proposals (**383 proposals submitted for FY2017**)

Over the last 5 years, over 280 awards have been obtained annually, and faculty and staff have consistently submitted more than 300 proposals annually.

HISTORY OF SPONSORED RESEARCH & PROGRAMS ACTIVITY					
Fiscal Year	Proposals Submitted	Named Investigators Awarded	Total Awards	Total Requested (millions)	Total Awarded (millions)
2007	226	173	154	\$41.20	\$21.70
2008	251	109	141	\$32.10	\$22.40
2009	296	119	196	\$48.30	\$20.90
2010	251	119	184	\$71.80	\$20.10
2011	244	101	153	\$65.70	\$18.70
2012	325	125	245	\$38.00	\$18.90
2013	362	138	289	\$32.40	\$20.10
2014	338	135	289	\$33.50	\$21.90
2015	389	111	297	\$52.70	\$19.00
2016	362	132	288	\$54.50	\$24.70
2017	383	117	285	\$54.20	\$20.50

EXTERNAL FUNDING TRENDS

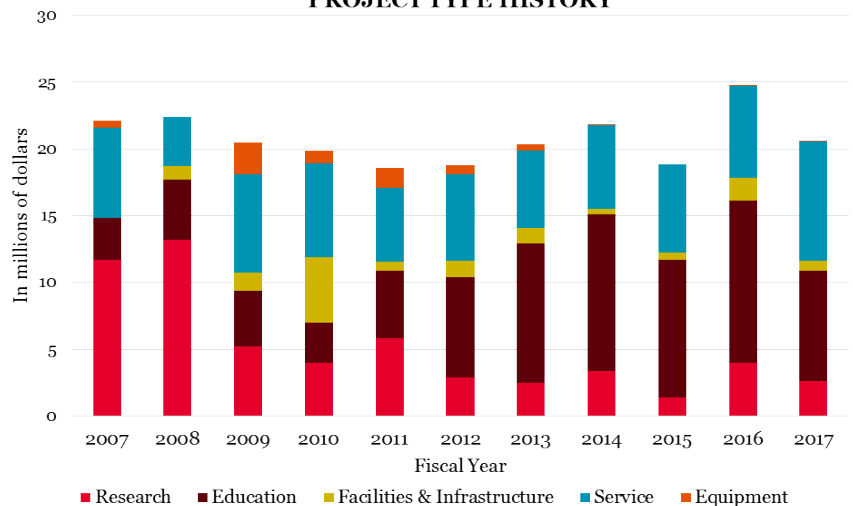


Missouri State received less federal funds than in previous years, but still reached the \$20 million awarded goal by obtaining increased additional state, international, and business funds than last year.

The number of proposals submitted in FY2017 is the second highest recorded.

Over the course of 10 years, Missouri State has increased the number of dollars awarded for service-type projects. In FY2017, approximately \$9 million in service-type funding was obtained.

PROJECT TYPE HISTORY



Missouri State University FY2017 Grant/Contract Activity by Unit

The numbers of faculty and staff applying and awarded grants and contracts by each unit is presented below. The College of Natural and Applied Sciences had the largest number (44) of faculty apply for external funding. The College of Health and Human Services had the largest number (42) of awards, based on credit sharing values. The Research, Economic Development, and International Programs unit obtained the highest value of funding (\$2.6M) of any center, department, or unit.

Unit	# Applying		# Awarded		Credit Share*			Actual**		
	Staff	Faculty	Staff	Faculty	Grants / Contracts		Award	Grants / Contracts		Award
					Submit	Awards	\$	Submit	Awards	\$
Administrative Services	1	0	1	0	1	1	\$ 8,027	1	1	\$ 8,027
College of Agriculture	2	8	0	9	22	19	\$ 598,035	16	14	\$ 598,035
Center for Grapevine Biotechnology	0	1	0	1	3	2	\$ 66,080	3	2	\$ 66,080
Mid-America Viticulture & Enology Center	1	1	1	0	5	4	\$ 157,934	5	4	\$ 157,934
College of Arts & Letters	1	4	1	4	7	7	\$ 787,353	5	4	\$ 783,322
Center for Dispute Resolution	0	1	0	1	5	5	\$ 103,899	5	5	\$ 103,899
Center for Writing in College, Career, & Community	3	2	2	2	29	18	\$ 275,799	16	10	\$ 279,610
College of Business	0	1	0	1	5	5	\$ 1,798,619	5	5	\$ 1,798,619
Center for Project Innovation & Management	0	1	0	0	1	0	\$ -	1	0	\$ -
College of Education	4	13	3	9	31	25	\$ 1,431,603	24	24	\$ 1,399,432
Agency for Teaching, Leading and Learning	3	1	2	1	10	9	\$ 1,333,864	9	8	\$ 1,333,864
Institute for Play Therapy	1	0	1	0	2	2	\$ 550	2	2	\$ 550
Institute for School Improvement	0	0	0	0	0	0	\$ -	0	0	\$ -
College of Health & Human Services	7	17	2	19	49	42	\$ 1,648,452	37	33	\$ 1,652,219
Center for Research & Service	0	1	1	0	1	1	\$ 6,680	1	1	\$ 6,680
College of Humanities & Public Affairs	1	8	1	3	11	5	\$ 24,988	7	3	\$ 37,511
Center for Archaeological Research	2	1	2	1	9	9	\$ 95,510	7	7	\$ 95,509
Center for Community Engagement	1	1	0	0	2	0	\$ -	1	0	\$ -
Center for Economic Research	0	0	0	0	0	0	\$ -	0	0	\$ -
Center for Social Science & Public Policy Research	0	0	0	0	0	0	\$ -	0	0	\$ -
College of Natural & Applied Sciences	2	44	1	18	118	37	\$ 889,004	85	31	\$ 897,424
Bull Shoals Field Station	0	1	1	1	4	6	\$ 45,663	4	5	\$ 45,663
Center for Resource Planning & Management	5	0	5	1	25	22	\$ 790,306	16	14	\$ 890,306
Ozark Environmental Water Research Institute	1	1	1	1	15	15	\$ 410,400	9	9	\$ 321,849
Diversity & Inclusion	0	0	0	0	0	0	\$ -	0	0	\$ -
Graduate College	0	0	0	0	0	0	\$ -	0	0	\$ -
Information Services	2	0	0	0	3	0	\$ -	1	0	\$ -
Library	2	1	1	0	4	1	\$ 2,500	4	1	\$ 2,500
President	1	0	3	0	2	3	\$ 75,156	2	2	\$ 75,156
Provost	2	3	1	1	11	4	\$ 1,171,651	8	4	\$ 1,171,651
Ozarks Public Health Institute	0	1	0	1	13	12	\$ 349,114	11	10	\$ 345,347
Southwest Missouri Area Health Education Center	1	0	1	0	8	7	\$ 327,558	8	7	\$ 327,558
Research & Economic Development	5	0	4	0	25	29	\$ 2,608,427	21	23	\$ 2,608,427
Center for Applied Science & Engineering	3	0	4	0	13	14	\$ 1,194,807	7	8	\$ 1,194,807
Center for Biomedical & Life Sciences	0	1	0	1	23	17	\$ 420,114	23	17	\$ 420,114
International Leadership & Training Center	1	0	1	0	5	5	\$ 1,654,900	5	5	\$ 1,654,900
Jordan Valley Innovation Center	1	0	1	0	9	9	\$ 978,017	9	9	\$ 978,017
Small Business Development & Technology Center	1	0	1	0	9	7	\$ 239,848	9	7	\$ 239,848
Student Affairs	3	0	2	0	4	4	\$ 824,775	3	4	\$ 824,775
West Plains	6	4	3	2	13	6	\$ 264,772	13	6	\$ 264,772
TOTAL	63	117	47	77	497	352	\$ 20,584,404	383	285	\$ 20,584,404

* Credit Share - divides the proposals/awards between the PI's, therefore proposals/awards may be reflected in the totals more than once.

** Actual - proposals/awards will only be shown in the originating unit.

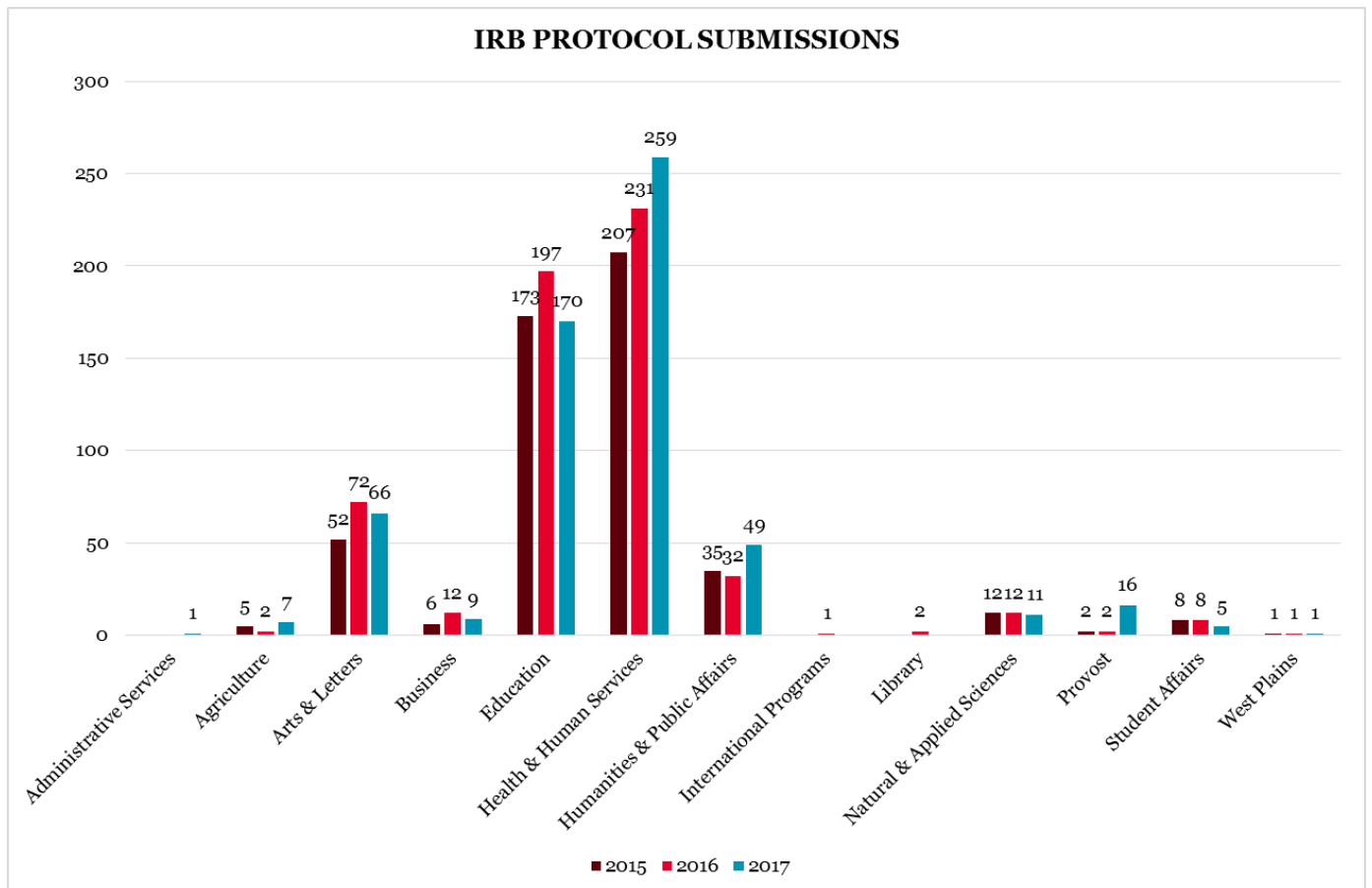
FY2017 OFFICE OF RESEARCH ADMINISTRATION (ORA) HIGHLIGHTS

The ORA continues to support faculty and staff in their pursuit of external funding, in addition to considering ways to improve their support of faculty and staff. The ORA endeavored to increase the monetary support for travel in 2017 to send more faculty and staff to conferences focused on grant writing and grant getting, legislative visits, and meetings with federal and private agencies and program officers. During FY2017, faculty members were supported to attend the NSF Grants Conference, NIH Grants Conference, and NEH Regional Workshops. In addition, multiple investigators went to Washington DC to visit with legislators and programs officers, with help from the ORA. It is the intent of the ORA that these funds are a small investment for more proposals being submitted and hopefully funded in the future.

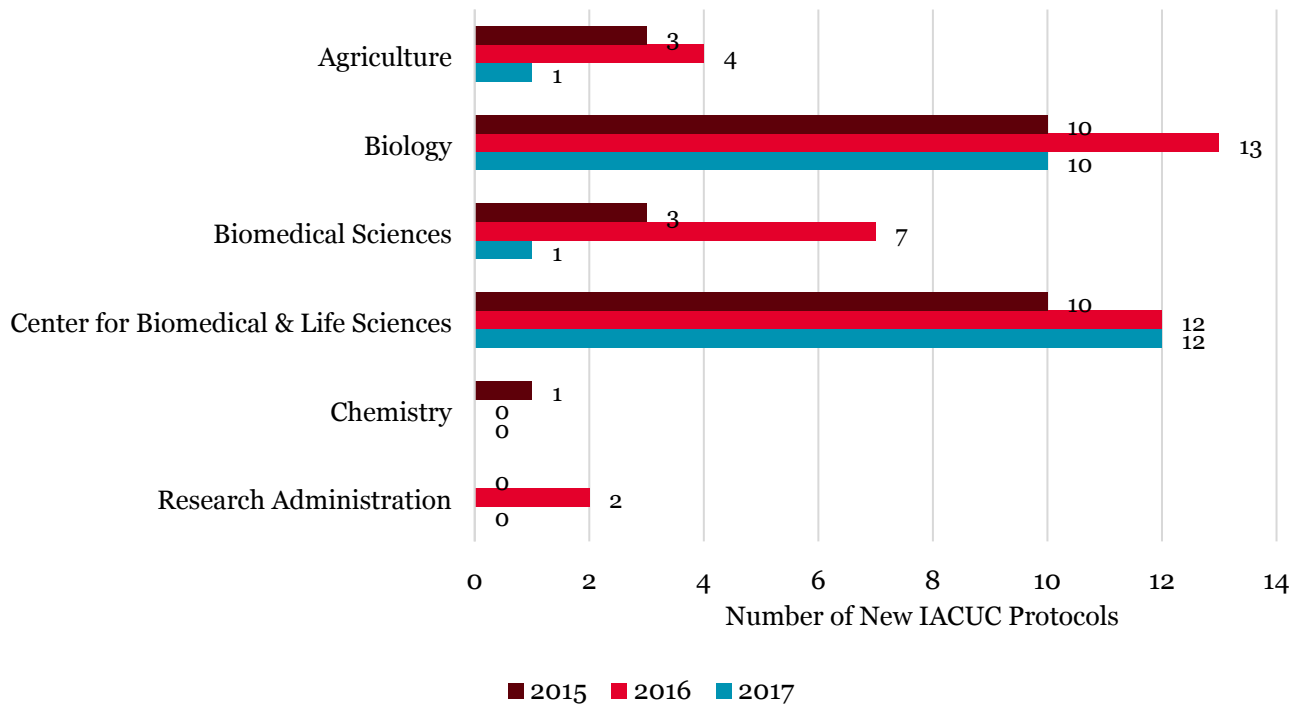
Starting in June 2016, the Graduate College and ORA initiated a pilot program to provide summer graduate assistantships (GAs) to assist faculty members with completing their research during the summer months. By providing an additional semester of support for GAs, more graduate students receive summer support and researchers can increase their research productivity which may allow for faster time to publications, data collection for grant proposals, and then grant proposal submissions and awards. This program was formalized during 2016/17 and was offered across all units for the summer of 2017. Three GAs were provided support for the summer of 2017.

The ORA is also responsible for research compliance in the areas of human subjects research, animal subjects research, radiation safety, biosafety, export control, responsible conduct of research, conflict of interest, and research misconduct.

The research compliance committees, Institutional Review Board (IRB) and Institutional Animal Care and Use Committee (IACUC), are responsible for reviewing and approving human subjects and animal subjects research, respectively. In FY2017, the IRB reviewed 594 applications and the IACUC reviewed 24 new applications. The following charts provide information on submissions that occurred in FY2017, in addition to the totals from FY2015 and FY2016, for comparison.



IACUC PROTOCOL SUBMISSIONS



**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	
Annual Gifts	FY 16	4,245	\$221,379	220	\$799,770	4,465	\$1,021,149	47,864	\$7,070,397	FY 16
	FY 17	4,617	\$214,354	166	\$644,729	4,783	\$859,083	53,878	\$7,117,368	FY 17
Special Campaigns	FY 16	54	\$7,047	26	\$555,110	80	\$562,157	1,803	\$4,546,189	FY 16
	FY 17	34	\$5,568	15	\$252,300	49	\$257,868	1,587	\$5,697,166	FY 17
One Time Gifts	FY 16	0	\$0	7	\$157,345	7	\$157,345	111	\$6,393,623	FY 16
	FY 17	0	\$0	20	\$352,037	20	\$352,037	125	\$6,701,364	FY 17
TOTALS	FY 16	4,299	\$228,426	253	\$1,512,225	4,552	\$1,740,651	49,778	\$18,010,209	FY 16
	FY 17	4,651	\$219,922	201	\$1,249,066	4,852	\$1,468,988	55,590	\$19,515,898	FY 17

MISSOURI STATE UNIVERSITY FOUNDATION
 INCOME SUMMARY TOTALS BY TYPE AND SOURCE
 07/01/2016 TO 06/30/2017

SOURCE	UNRESTRICTED CURRENT	RESTRICTED CURRENT	ENDOWMENT	GIFTS OF PROPERTY	TOTAL 7/1/2016 TO 06/30/2017	TOTAL 7/1/2015 TO 06/30/2016
G I F T S						
ALUMNI	\$91,130	\$2,108,928	\$938,750	\$1,226,291	\$4,365,099	\$3,051,350
FRIENDS	9,045	3,165,951	529,983	80,307	\$3,785,286	3,409,130
PARENTS	3,642	160,324	31,210	1,055	\$196,231	180,663
FOUNDATIONS	8,980	1,245,816	101,250	2,266	\$1,358,312	666,001
ORGANIZATIONS	2,783	1,465,511	503,994	15,357	\$1,987,645	4,210,960
BUSINESSES	22,945	4,066,884	199,972	3,533,524	\$7,823,325	6,492,105
GIFT TOTAL	<u>\$138,525</u>	<u>\$12,213,413</u>	<u>\$2,305,159</u>	<u>\$4,858,801</u>	<u>\$19,515,898</u>	<u>\$18,010,209</u>

	NUMBER OF DONORS 7/1/2016 TO 06/30/2017	NUMBER OF DONORS 7/1/2015 TO 06/30/2016
ALUMNI	6,848	6,885
FRIENDS	11,641	11,526
PARENTS	1,540	1,780
FOUNDATIONS	56	53
ORGANIZATIONS	177	141
BUSINESSES	1,030	1,185
TOTAL	<u>21,292</u>	<u>21,570</u>

Summary of Foundation and University Gifts
Preliminary FYE 2017

Foundation Gifts

In-Kind Software Total	\$3,175,938.00	Does not transfer to the University
Endowment Total	3,030,756.70	(a)
Capital/Bond Payment Total	2,847,839.80	(b)
In-Kind Other Total	1,312,862.58	Does not transfer to the University
JQH Arena Total	2,140,597.68	
OPT/KSMU Total	1,562,839.91	
Athletics Other	1,220,117.40	
Men's Basketball Seat Assessment Total	930,989.63	
JQH Arena Suites Total	735,000.00	
Land gift	370,000.00	
Department of Defense and Strategic Studies Fellowships Total	119,500.00	
Band Uniforms Total	76,860.00	
College of Business-General Funds Total	65,132.34	
Other: 617 Restricted Gift funds (average amount \$3,125)	1,928,211.73	
Total Foundation Gifts	<u>\$19,516,645.77</u>	

University Gifts

Capital Projects	\$5,936,559.46	(c)
JQH Arena	1,837,626.00	
Scholarships	1,608,354.49	
JQH Seat Assessments	974,500.00	
OPT/KSMU	875,335.00	
JQH Suites	773,000.00	
Debt Service	724,100.00	
Salary Reimbursement	612,453.43	
Other Contributions	406,463.70	
Events & Boosters	150,000.00	
Prime Overtime club	22,650.00	
Grand Total	<u>\$13,921,042.08</u>	

(a) Gifts to the Foundation Endowment due not transfer to the University.

Transfers to the University from the Endowment are based on the 4.5% Endowment spending rate.

(b) Foundation Capital/Bond Payments gifts transfer to the University as expenditures are made.

(c) Capital project gifts includes \$5,000,000 from the Foundation's unrestricted funds for the Glass Hall Project.

IX.C.1

RECOMMENDED ACTION – Approval of Revisions to G1.18 Contract Authorization Policy.

The following resolution was moved by _____ and seconded by:

WHEREAS, the Board of Governors has established in G1.18 Contract Authorization Policy a delegation of contracting authority to University Administration and determination of when contracts and purchases are to be presented to the Board of Governors for approval; and

WHEREAS, the Board has determined that revision to the policy to delegate additional purchasing and construction authority to the Administration would improve efficiency of operations, yet maintain appropriate review by the Board of Governors.

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors for Missouri State University that G1.18 Contract Authorization Policy be revised as reflected in the attached document.

VOTE: **AYE** _____

NAY _____

COMMENTS:

The modification increases from \$100,000 to \$250,000 the authority for purchasing contracts that is delegated to the Administration (see section 1 and 2).

The modification increases the approval and reporting of single purchases from \$25,000 to \$100,000 (see section 1).

Contract amendment thresholds for approval would also increase from 10% or \$25,000 to 25% or \$50,000 (see section 2).

Specific language was added to define short-term and long-term leases and requirements for approval (see section 2).

The modification increases from \$50,000 to \$250,000 the authority for entering into contracts for architectural, engineering and surveying services that is delegated to the Administration (see section 3).

The University Architect position title was updated to University Architect and Director of Planning, Design and Construction (see section 3, 5, and 9).

The modification increases from \$100,000 to \$250,000 the authority for construction contracts that is delegated to the Administration (see section 4).

Specific language was added to note that all awards for construction projects greater than \$100,000 will be reported at each regular meeting of the Board for review and approval (see section 4).

Language was changed to indicate that change orders that do not cause the approved budget for the project to be exceeded need not be reported to the Board for approval in the Planning, Design and Construction Activity Report. Change orders resulting in the approved budget for the project being exceeded will continue to require pre-approval by the Board (see section 5).

The authority for international purchases would increase from \$25,000 to \$100,000 (see section 7).

Language was added to include the use of carryforward funds and dedicated revenue for modifications (see section 8).

Language was changed to remove reference to ratification and approval of specific policies, while maintaining the delegation of authority to the Administration to amend policies and procedures (see section 12).

The authority for entertainment and performance contracts would increase from \$250,000 to \$400,000 (see section 13).

Contract Authorization Policy

GI.18 Contract Authorization Policy

Contracts, Generally

The Administration, in furtherance of the public policy of efficient and responsible operation of the University, is expressly delegated the authority to enter into, execute and administer as agent of the Board of Governors, certain contracts and appropriations requiring the expenditures of funds, subject to the following terms and conditions:

1. Contracts Recurring or Non-Recurring in Nature - Not to Exceed \$250,000.00

Contracts for the purchase of goods and services ~~estimated~~ not to exceed ~~\$100,000.00~~ \$250,000.00 (excluding new construction, remodeling and repair of facilities, ~~and~~ architectural, engineering and surveying services, ~~and long-term leases of a duration more than 24 months~~), whether recurring or non-recurring in nature, for which an appropriation has been made in the annual budget, or the use of carryforward funds, or the use of dedicated revenue may be processed by the Administration according to the University Procurement Procedures ~~and prevailing law~~ without reporting the same to the Board of Governors or requiring formal Board approval except as set forth in this policy, such contracts and appropriations being considered ministerial in nature, and authorized and approved by the action of the Board in approving the annual budget. Single purchases of more than ~~\$25,000.00~~ 100,000.00 (~~< \$100,000~~ < \$250,000.00) if a bid other than the low bid is accepted should be presented to the Board for information purposes subsequent to the award.

The following purchasing activities should be presented to the Board for information purposes subsequent to the award: Single purchases of more than ~~\$25,000.00~~ 100,000.00 but less than ~~\$100,000.00~~ 250,000.00 if only one bid is received, or single feasible source purchases pursuant to the Procurement Procedures.

Any procurement activity that is determined to be sensitive or of significant impact to the University, at the discretion of the ~~Chief Financial Officer~~ Vice President for Administrative and Information Services, the Chancellor of the West Plains campus and/or the President of the University, should be presented to the Board for approval.

2. Contracts Recurring or Non-Recurring - to Exceed \$250,000.00

Contracts for the purchases of goods and services ~~estimated~~ to exceed ~~\$100,000.00~~ \$250,000.00 (excluding new construction, remodeling and repair of facilities, ~~and~~ architectural, engineering and surveying services, and long-term leases of a duration more than 24 months), whether recurring or non-recurring in nature, for which an appropriation has been made in the annual budget, or the use of carryforward funds, or the use of dedicated revenue, may be processed according to the University Procurement Procedures, ~~and prevailing law~~, but such contracts must be approved by the Board, by a majority vote of all members, before execution of said contract, whenever possible (provided, however, that items purchased for resale according to the University's Procurement Procedures are not required to be submitted to the Board for approval, but individual transactions exceeding ~~\$100,000.00~~ 250,000.00, or contracts likely to exceed ~~\$100,000.00~~ 250,000.00 per fiscal year, must be approved in writing by the appropriate Vice President or Chancellor of a branch campus prior to purchase).

~~Property leases and eContracts, excluding short-term leases of a duration of 24 months or less, and contracts~~ for the purchase or sale of real estate should be presented to the Board for approval, regardless of value by the Vice President for Administration Services. Short-term leases of a duration of 24 months or less are considered contracts and are reported as required under item 1 or 2 above.

~~Per-unit eContracts~~ may be amended without Board approval, unless the amendment would cause the originally estimated annual value of such contracts to be exceeded by ~~1025%~~ or ~~\$2550,000.00~~, whichever is less. If the amendment would cause the originally estimated annual value of a ~~per-unit~~ contract to be exceeded by ~~1025%~~ or ~~\$2550,000.00~~, whichever is less, the recommended action should be presented to the Board for approval prior to finalizing the amendment.

3. Architectural, Engineering and Surveying Services

The University adopts as a formal procedure for procurement of architectural, engineering and surveying services, the provisions of Missouri Revised Statutes ~~§8.287-8.291~~, but such contracts must be approved by the Board, by a majority vote of all members, prior to the execution of said contract if such contracts exceed \$250,000.00. The Vice President for Administrative Services and the University Architect and Director of Planning, Design and Construction are delegated the authority to select and sign contracts for such sources for \$250,000.00 or less without Board approval for all campuses. ~~The Chancellor and Director of Business and Support Services are also delegated this authority for the West Plains campus.~~

4. New Construction, Remodeling and Repair of Facilities

Contracts for new construction, remodeling and repair of facilities, ~~for which an appropriation has been made in the annual budget,~~ with a project budget ~~estimated to be of \$250,000.00~~ 100,000.00 or less may be processed according to Missouri Revised Statutes, and the University "~~Planning, Design and Construction Policy and Procedures Manual,~~" Policy Library without reporting the same to the Board or requiring formal pre-approval by the Board, such contracts being considered ministerial in nature, ~~and authorized and approved by the action of the Board in approving the annual budget, but shall be reported to the Board for approval in the Planning, Design and Construction Activity Report at the next regular Board meeting following execution of the contract.~~ Management of these contracts shall be carried forth in accordance with all university policies which may include notices to proceed, proposal requests, change orders, substantial completion certificates, etc. as long as the project budget is not exceeded.

No contract for new construction, remodeling, or repair of facilities which exceeds a project budget of ~~\$250,000.00~~ 100,000.00, shall be executed by the Administration until the project has been first approved by the Board. ~~Such approval shall be conditioned upon any approval and selection of architects, engineers, surveyors, any required advertising for bids, plans and specifications prepared, and a financial plan (budget) established and presented to the Board for approval when the contract is authorized.~~

The Board of Governors will be provided at each regular meeting of the Board for review and approval all notice of awards for construction projects that are greater than \$100,000.00 that did not originally require action by the Board. These would include notices of awards to consultants and contractors. ~~a Planning, Design and Construction Activity Report which documents activities connected with construction projects, including projects not originally required to be presented to the Board for approval. Information provided will be consultant selection and cost, bids received, notices to proceed, and all change orders, regardless of dollar value, issued on construction projects.~~

5. Change Orders

Changes in the scope of the work to be performed pursuant to any contract described in G1.18.3 through G1.18.4 above, which result in a change order approved by the Vice President for Administrative Services or the University Architect and Director of Planning, Design and Construction, which do not cause the approved budget for the project, including a contingency for change orders, to be exceeded need not be pre-approved by the Board, ~~but will be reported to the~~

~~Board for approval at the next regular Board meeting in the Planning, Design and Construction Activity Report.~~ However, if such change order does result in the approved budget for the project being exceeded, the change order and revised project budget must be approved by the Board prior to any work being performed pursuant thereto.

6. Emergency Procedures

In those circumstances where emergency, inefficiency or waste of state resources would occur, contracts and appropriations authorized by G1.18.2, G1.18.3, G1.18.4 or G1.18.5 may be verbally approved by the Chair or Vice Chair of the Board and must then be brought to the Board for approval at the next regular meeting of the Board of Governors.

7. International Purchases

Purchases by University officials located outside the U.S. originated in or intended for use at an international location, up to \$~~100,000.00~~25,000.00, may be purchased with locally generated funds according to procedures authorized in the Procurement Procedures, without Board approval.

8. Budget Authorization

Contracts and appropriations which would exceed the major administrative area annual budget or the use of carryforward funds, or the use of dedicated revenue or not otherwise approved by the Board must be approved prior to the contract or appropriation. Appropriations and disbursements may be authorized and approved by the Board by the adoption of the annual budget, or the use of carryforward funds, or the use of dedicated revenue or subsequent Board action approving any modification.

9. Delegation of Authority to Execute and Administer Contracts Appropriations, or Change Orders.

The authority to proceed and execute and administer any contracts, documents and instruments, appropriations, disbursements or change orders described in G1.18.1 through G1.18.7 above, is hereby delegated to the President of the University (who may subdelegate such authority in writing to appropriate Vice-Presidents or Chancellors of the University, or other officer or employee of the University as the President determines appropriate, either generally or specifically) and to the University Procurement officers, University Architect and Director of Planning, Design and Construction, and as otherwise set forth and subject to the requirements stated herein, or as set forth

in this policy. It is the determination of the Board of Governors that such delegation is necessary to the furtherance of the public policy of efficient and responsible operation of the University, and no further action of the Board is required regarding matters and actions hereby delegated to the Administration.

10. Personnel Appointments

Academic and full-or part-time regular employee appointments will be made by the Board following recommendation by the President. Academic appointments include 12-month, 9-month, semester, summer, intersession, per course and supplemental teaching assignments. Certain part-time employees may be approved by the President as authorized by Board bylaws. Academic and full-or part-time regular appointments will be approved by the Board prior to commencement of duties if possible, and if not, at the next regular meeting of the Board.

11. Notice of Action by the Board

The Board shall duly note in Board minutes on any approval by the Board on any contracts requiring Board approval, as set forth in this Policy, and the Board may otherwise authorize and approve contracts by description or incorporation by reference.

12. Administrative Authority

Pursuant to the rulemaking and management authority of the Board, the Administration is authorized from time to time to promulgate purchasing and facility policies and procedures in compliance with prevailing law. The Board ~~hereby ratifies and approves the University's current Procurement Procedures, and the "Planning, Design and Construction Policy and Procedures Manual," and the procedures contained therein, and~~ delegates to the Administration the authority from time to time to amend ~~such~~ policies and procedures, which shall then be observed by the Administration in all purchases of goods and services as set forth in this policy. ~~(Res. Board Policies No. 37-04; Bd. Min. 10-22-04.)~~

13. Entertainment and Performance Contracts

Contracts with entertainers and performers estimated not to exceed \$~~400,000.00~~250,000 may be approved by the Administration without reporting the same to the Board or requiring formal preapproval by the Board. No such contract exceeding \$~~400,000.00~~250,000 shall be executed by the Administration until the contract has first been approved by the Board.

NOTE: Nothing in this policy is intended to diminish or otherwise affect the contracting authority granted to the University's health center and bookstore to execute any and all agreements for the purchase of goods or services for use by the health center and/or bookstore (e.g., pharmaceuticals, books, etc.).

IX.C.2.

RECOMMENDED ACTION – Approval of Revisions to G8.06 Contracts for Construction Policy and G8.07 Contracting for Professional Services – Architects, Engineers and Land Surveyors Policy.

The following resolution was moved by _____ and seconded by:

WHEREAS, G8.06 Contracts for Construction Policy is the governing policy setting forth the parameters for contracts for construction on any property owned or used by Missouri State University, and G8.07 Contracting for Professional Services – Architects, Engineers and Land Surveyors is the governing policy setting forth the parameters for all professional service contracts involving architects, engineers, and land surveyors used by Missouri State University;

WHEREAS, Administration recommends that G8.06 Contracts for Construction and G8.07 Contracting for Professional Services – Architects, Engineers and Land Surveyors be revised in order to provide an efficient process to utilize donor’s preferred vendors; and

WHEREAS, specifically, Administration recommends that G8.06 Contracts for Construction and G8.07 Contracting for Professional Services – Architects, Engineers and Land Surveyors be revised to enable the University to dispense with competitive bidding and advertising requirements for construction and qualifications based selection of consultants if a private donor providing all or substantially all of the money for such project specifies, as a condition precedent to the donation, the contractor or the consultant to be utilized.

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors for Missouri State University that G8.06 Contracts for Construction Policy and G8.07 Contracting for Professional Services – Architects, Engineers and Land Surveyors Policy be revised as reflected in the attached documents.

VOTE: **AYE** _____

NAY _____

COMMENTS:

The recommended addition of language related to private donations enables the University to use the donor’s preferred vendors versus utilizing a general contractor and subcontractors to accomplish projects. The University will continue to review capabilities/prior experience of the contractor/consultant, ensure the project meets all construction standards and compliance with University contract terms.

Contracts for Construction

G8.06 Contracts for Construction

As a state institution, all contracts involving construction on any property owned or used by Missouri State University shall be procured, executed, and administered in strict compliance with the statutes and laws of the State of Missouri including, but not necessarily limited to, applicable sections of chapters 8 and 290 of the Missouri Revised Statutes as well as any applicable sections of the Code of State Regulations. In addition, all University contracts shall comply with Governing Policy: Contract Authorization, G1.18.

The Board of Governors, at its discretion, may dispense with the competitive bidding and advertising requirements as they relate to the construction of building on University property if a private donor providing all or substantially all of the money for such construction project specifies, as a condition precedent to the donation, the consultant (architect, engineer, and/or land surveyor) and/or the contractor to be utilized. In exercising its discretion concerning such donations, the Board of Governors considerations will include, but not necessarily be limited to, the capabilities and prior experience of the consultant and/or contractor with similar construction projects, the ability of the University to assure that the building meets all applicable construction standards and codes, any conflicts of interest that may exist for the donor, the consultant, and/or contractor and the ability of the University to assure compliance with all applicable contract terms and laws related to such construction projects. Any such approval by the Board of Governors to dispense with the competitive bidding and advertising requirements shall be contingent upon the willingness of the specified consultant and/or contractor to agree in writing to comply with standard University contract terms and conditions and to perform such contractual obligations for a specified amount within the specified budget for the construction project.

All work involving contracts for construction shall be the responsibility of the office of Planning, Design, and Construction.

Construction as defined by the state statutes includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, major repair, conversion, or increase in size and/or capacity. Replacement of a damaged, deteriorated, or worn item, system, or asset for the purpose of reestablishing the original capacity or capability is defined as repair by replacement and is considered construction.

Contracting for Professional Services—Architects, Engineers and Land Surveyors

G8.07 Contracting for Professional Services - Architects, Engineers, and Land Surveyors

As a state institution, all professional service contracts involving architects, engineers, and land surveyors (consultants) used by Missouri State University shall be procured, executed, and administered in strict compliance with the statutes and laws of the State of Missouri including, but not necessarily limited to, applicable sections of chapter 8 of the Missouri Revised Statutes as well as any applicable sections of the Code of State Regulations. In addition, all University contracts shall comply with Governing Policy: Contract Authorization, G1.18.

The selection of consultants, negotiation with the selected consultant, and administration of the consultant's contract shall be the responsibility of the office of Planning, Design and Construction. Definition of the project scope needed for the selection process shall be the responsibility of the University Architect with assistance from Planning, Design and Construction as determined.

Consultants shall be selected based upon their demonstrated qualifications. The criteria to be used to judge the qualifications of the consultant shall include the specialized experience and technical competence of the firm with respect to the type of services required; the capacity and capability of the firm to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project; the past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules; and the firm's proximity to and familiarity with the area in which the project is located.

Upon selection as the best qualified consultant, Missouri State University will negotiate with the selected firm or individual based upon an agreed scope of work. Should negotiations be unsuccessful with the selected firm or individual, negotiations will be terminated. Missouri State University shall then start negotiations with the second most qualified firm selected for the project. Should those negotiations also fail to reach an acceptable agreement, the negotiations shall be terminated and the process started with the University's third highest rated consultant for the project. Once negotiations are terminated, no further negotiations for the project will be allowed. Should negotiations fail with the top three selected firms or individuals for the project,

the selection process shall be reevaluated with respect to the necessary services needed for the project including the review of the scope of desired work or services. Once the reevaluation is complete, the University shall again go through the process of determining the best consultants for the project and start the process again.

The Board of Governors, at its discretion, may dispense with qualification based selection of consultants on University property if a private donor providing all or substantially all of the money for such construction project specifies, as a condition precedent to the donation, the consultant (architect, engineer, and/or land surveyor) to be utilized. In exercising its discretion concerning such donations, the Board of Governors considerations will include, but not necessarily be limited to, the capabilities and prior experience of the consultant with similar projects, the ability of the University to assure that the building meets all applicable standards and codes, any conflicts of interest that may exist for the donor, the consultant, and the ability of the University to assure compliance with all applicable contract terms and laws related to such projects. Any such approval by the Board of Governors to dispense with the qualifications based selection requirements shall be contingent upon the willingness of the specified consultant to agree in writing to comply with standard University contract terms and conditions and to perform such contractual obligations for a specified amount within the specified budget for the project.

IX.D.

RECOMMENDED ACTION – Adoption of 2018 Meeting Schedule of Missouri State University Board of Governors

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

WHEREAS, the Bylaws of the Board of Governors provide that the Board may establish a regular meeting schedule as it deems appropriate; and

WHEREAS, the Board of Governors has requested a schedule, when possible, of having the Board Committees meet in the morning prior to a 1:00 p.m. Board meeting; and

WHEREAS, with the elimination of summer commencement and the March retreat, the summer retreat is expanded to two days and moved to later in August;

THEREFORE BE IT RESOLVED that the Board of Governors for Missouri State University approve the attached schedule of meetings for calendar year 2018.

VOTE: **AYE** _____

NAY _____

**MISSOURI STATE UNIVERSITY
BOARD OF GOVERNORS
2018 MEETING SCHEDULE**

Friday, February 23, 2018, 1:00 p.m. Springfield
**(Board Committee meetings the morning of
February 23)**

Thursday, May 17, 2018, 1:00 p.m. Springfield
**(Board Committee meetings the morning
of May 17 and Commencement ceremonies on
May 18 in Springfield and May 19 in West Plains)**

Friday, June 22, 2018, 1:00 p.m. West Plains
**(Board Committee meetings the morning
of June 22)**

Thursday and Friday, August 9 - 10, 2018, 9:00 a.m. TBD
(2 day retreat)

Friday, October 19, 2018, 1:00 p.m. Springfield
**(Board Committee meetings the morning
of October 19 with Homecoming festivities to be
held this weekend)**

Thursday, December 13, 2018, 1:00 p.m. Springfield
**(Board Committee meetings the morning
of December 13 and Commencement ceremonies
on December 14)**



BOARD OF GOVERNORS TERMS

Current Term through January 1, 2019

- Governor Virginia Fry
- Governor Kendall Seal
- Governor Gregory Spears

Current Term through January 1, 2021

- Governor Gabriel E. Gore
- Governor Beverly Miller
- Governor Carrie Tergin

Current Term through January 1, 2023

- Governor Craig Frazier
- Governor Carol Silvey

X.

RECOMMENDED ACTION - Resolution authorizing closed meeting

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

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

- A. R.S.Mo. 610.021(1). "Legal actions, causes of action, or litigation involving a public governmental body..."
- B. R.S.Mo. 610.021(2). "Leasing, purchase or sale of real estate by a public governmental body..."
- C. R.S.Mo. 610.021(3). "Hiring, firing, disciplining or promoting of particular employees by a public governmental body..."
- D. R.S.Mo. 610.021(6). "Scholastic probation, expulsion, or graduation of identifiable individuals..."
- E. R.S.Mo. 610.021(9). "Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups;"
- F. R.S. Mo. 610.021(11) and (12). "Specifications for competitive bidding..." and "Sealed bids and related documents..."
- G. R.S.Mo. 610.021(13). "Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment..."
- H. R.S.Mo. 610.021(14). "Records which are protected from disclosure by law;" and
- I. R.S.Mo. 610.021(17). "Confidential or privileged communications between a public governmental body and its auditor,...."

VOTE: ___ AYE

___ NAY