



Board of Governors' Meeting

**Shealy Conference Center
5607 S. 222nd Road
Fair Grove, Missouri
Thursday, 7/28/2016
9:00 AM - 5:00 PM CT**

I. Roll Call

II. Approval of Board of Governors' Minutes for the Open and Closed Meetings of June 10, 2016

II. June 10, 2016 Open Minutes - Page 4

III. Consent Agenda

A. President

1. Approval of Athletics Employment Agreement - Brice Cox as Associate Strength and Conditioning Coach

III.A.1. Resolution Brice Cox 7.12.16 - Page 11

B. West Plains Campus

1. Approval of Activity Report

III.B.1. Approval of Activity Report - Page 14

2. Approval of Actions Concerning Academic Employees

III.B.2. Approval of Actions Concerning Academic Employees - Page 17

3. Approval of Actions Concerning Non-Academic Employees

III.B.3. Approval of Actions Concerning Non-Academic Employees - Page 20

C. Purchases/Contracts

1. Approval of Procurement Activity Report

III.C.1. Approval of Procurement Activity Report - Page 21

D. Facilities and Equipment

1. Approval of May Activity Report

III.D.1. Approval of May Activity Report - Page 30

2. Approval of June Activity Report

III.D.2. Approval of June Activity Report - Page 37

3. Approval of Second Addendum to Lease Agreement with Ozarks Technical Community College for General Classroom and Support Space in Lebanon, Missouri

III.D.3. Approval of Lease Agreement with OTC for General Classroom and Support Space in Lebanon MO - Page 46

4. Approval of Lease Agreement for General Classroom and Support Space with the Illinois Place, LLC, Joplin Missouri

III.D.4. Approval of Lease Agreement for General Classroom and Support Space with Illinois Place LLC - Page 72

5. Approval of Amendment #7 to Lease Agreement with Mercy Health Springfield Communities, formerly St. Johns Health Systems Inc. at Jordan Valley Innovation Center

III.D.5. Approval of Mercy Lease Agreement JVIC Final Amendment 7 - 07 13 2016 - Page 79

6. Approval of Amendment #2 to Lease Agreement with ESM Technologies Inc. at the Jordan Valley Innovation Center (JVIC)

III.D.6. Approval of ESM Lease Agreement 2 - Page 82

E. Human Resources

1. Approval of Actions Concerning Academic Employees

III.E.1. Acadboard July 2016 - Page 85

2. Approval of Actions Concerning Non-Academic Employees

III.E.2. NonacadJuly2016 - Page 112

IV. Marketing and Communications

A. Branding Update Including Data Review – Vice President for Marketing and Communications Suzanne Shaw will give a branding update presentation

IV.A. Admissions Communications Plan - Page 124

IV.A. NSSE15 Pocket Guide Report Missouri State - Page 128

V. Implementing the Long-Range Plan

A. Focus Areas and Measurable Goals for the 2016-2017 Long-Range Plan

V.A. Focus Areas and Measurable Goals for the LRP - Page 130

B. Action Plan for 2016-2017

V.B. Action Plan for 2016-2017 - Page 133

C. Role of Board Committees in Monitoring Progress (Shared Governance)

D. Alignment with Programming and Budgeting

E. One Page Summary

VI. Board of Governors' Procedural Matters

A. Adoption of 2017 Meeting Schedule of Missouri State University Board of Governors

VI.A. 2017 Board Meeting Schedule Resolution - Page 142

B. Board Meeting Issues

1. Changes to Board Meeting?

2. Keeping the Conversation Going - Interaction Between Meetings?

3. Mission Moments/Spotlight on Signature Programs

4. Additional Informal Interaction

C. Future Discussion Topics at Board Meetings (China Programs, Scholarship Strategies, Deferred Maintenance, West Plains)

D. Logistics of Board Diversity Training

E. Orientation/Mentoring of New Board Members

F. Professional Training for Secretary of the Board

G. Discussion of 2017 Board Officers

VII. Facilities and Equipment

A. Approval of Bids and Award of a Contract for the Renovation of Ellis Hall

VII.A. Ellis Hall Renovation - Placeholder - Page 144

VIII. New Business

A. FY2016 Office of Research Year-End Activity Report

VIII.B. FY2016 Year End Research Report - Page 145

B. FY2016 Foundation Year-End Report

VIII.A. FY2016 Foundation Year-End Report - Page 152

C. Approval of FY2018 Operating Appropriations Request and Decision Items

VIII.C. FY2018 Appropriations Request Resolution - Page 154

D. Personnel Policies

1. Approval of Amendments to Employee Handbook for Administrative, Professional and Support Staff Employees and Related Policies

VIII.D.1. Personnel Policies Board Resolution - Page 160

IX. Old Business

A. Risk Management

1. Security Follow-Up

2. Risk Analysis in Exceptional Circumstances

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

X. Closed Meeting Resolution - Page 188

XI. Adjournment

XII. Date of Next Meeting: Friday, October 14, 2016, 1:00 p.m., Room 313, Plaster Student Union

MINUTES OF THE BOARD OF GOVERNORS
MISSOURI STATE UNIVERSITY
JUNE 10, 2016

1. Roll Call

Present- Mr. Joe Carmichael, Vice Chair
Ms. Virginia Fry, Governor
Mr. Gabriel E. Gore, Governor
Dr. Peter Hofherr, Chair
Mr. Stephen B. Hoven, Governor
Ms. Beverly Miller, Governor
Mr. Kendall Seal, Governor
Mr. Greg Spears, Governor
Ms. Carrie Tergin, Governor

Absent- Mr. Tyree Davis IV, Student Governor

Also

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

2. Presiding --- The presiding officer for the meeting was Dr. Peter Hofherr, Chair of the Board of Governors. He called the meeting to order at 1:10 p.m. in the Magnolia Room in the West Plains Civic Center in West Plains, Missouri.

3. Approval of Minutes --- Dr. Hofherr mentioned that the first item of business was the approval of the minutes for the open and closed meetings of May 12, 2016. Mr. Hoven so moved, receiving the second of Ms. Miller.

Motion passed 9-0.

4. Consent Agenda --- Dr. Hofherr 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 replacement of Employment Agreement for Head Women's Basketball Coach Kellie Harper (Human Resources No. 1522-16).

Approval of FY2016-2017 Employment Agreements for Athletics Administrators and Coaches (Human Resources No. 1523-16).

West Plains Campus

Approval of Purchasing Activity Report dated June 10, 2016 (West Plains Campus Purchasing Activity Report No. 34-16).

Approval of actions concerning West Plains Campus academic employees (West Plains Campus Personnel No. 392-16).

Approval of actions concerning West Plains Campus non-academic employees (West Plains Campus Personnel No. 393-16).

Approval of Academic Program for the Associate of Applied Science in Culinary and Hospitality Management (West Plains Campus Curriculum No. 80-16).

Approval of Academic Program for the Associate of Applied Science in Business – Entrepreneurship Option (West Plains Campus Curriculum No. 81-16).

Approval of the Academic Program for the Associate of Applied Science in Technology – Advanced Manufacturing Technology Option, name change (West Plains Campus Curriculum No. 82-16).

Approval of the Academic Program for the Certificate in Advanced Manufacturing Technology, name change (West Plains Campus Curriculum No. 83-16).

Approval of New Academic Program for the Certificate in Horticulture (West Plains Campus Curriculum No. 84-16).

Approval of New Academic Program for the Certificate in Workplace Employability Skills (West Plains Campus Curriculum No. 85-16).

Springfield Campus Purchases/Contracts

Approval of Procurement Activity Report for the period April 27, 2016, through May 25, 2016 (Purchasing Activity Report No. 439-16).

Financial

Approval of rental rates for space in the Kenneth E. Meyer Alumni Center for various departments and University-related offices (Agreement No. 374-16).

Approval of FY17 additional fringe benefits to be funded by Missouri State University or the Missouri State University Foundation (Human Resources No. 1524-16).

Notification to the Board of Governors of a fee schedule modification approved by President Smart. This modification was originally presented to the Board of Governors on December 11, 2015, for 2015-2016. However, this change was inadvertently left off of the 2016-2017 Fee Resolution. The following is the modified International Programs Sponsored Student Fee (with the modifications underlined):

International Students who attend Missouri State University, to include the English Language Institute, whose room and board and/or tuition and fees are paid by a sponsoring organization will be charged a sponsored student fee of \$200 for fall and spring semesters; \$100 for summer semester; \$100 per 8-week session for English Language Institute. This fee is non-refundable.

Facilities and Equipment

Approval of Activity Report for the month of April 2016 (Activity Report No. 281-16).

Human Resources Items

Actions concerning academic employees (Human Resources No. 1525-16).

Actions concerning non-academic employees (Human Resources No. 1526-16).

Approval of salary adjustments for academic employees effective July 1, 2016 (Human Resources No. 1527-16).

Approval of salary adjustments for academic employees effective August 1, 2016 (Human Resources No. 1528-16).

Approval of salary adjustments for non-academic employees effective July 1, 2016 (Human Resources No. 1529-16).

Approval of salary adjustments for non-academic employees effective August 1, 2016 (Human Resources No. 1530-16).

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

Motion passed 9-0.

5. **President's Report** --- President Clif Smart began his report by highlighting the distinguished alumni award winners at the MSU Alumni Association's first-ever Bears of Distinction Dinner and Awards Ceremony to be held tonight in Springfield:

Outstanding Alumnus Award – Senator Ron Richard

Outstanding Young Alumnus Award – Representative Lincoln Hough

Award for Excellence in Public Affairs – Steven McDonald
Volunteer of the Year Award – John Brinkmann
Award of Appreciation – Julie Ebersold

President Smart then presented a resolution (Finance No. 1054-16) for the approval of the Fiscal Year 2017 Internal Operating Budget. He added that we have discussed the key elements of this budget at our last three meetings as well as in this morning's Finance and Facilities Committee meeting. It is a balanced budget which includes a 4.5% increase in the core state appropriation, no tuition increase for in-state, undergraduate students, and a 2% across-the-board raise for employees. It also includes targeted merit compensation increases under the third year of the Full Professor Salary Incentive Program and a staff pool for additional compensation increases based on merit and equity. Moved and seconded, respectively, by Ms. Fry and Ms. Miller.

Motion passed 9-0.

President Smart next presented a resolution (Board Policies No. 103-16) for the approval of the 2016-2021 Long-Range Plan. He indicated that this recommended plan is the culmination of two years of work, including the development of a campus-wide vision and the development of a plan based on that vision. He added that the Board has been involved in every step of developing the vision and the plan. The next step is implementing the plan, and the Board members will get their opportunity to weigh in on the implementation at our July retreat when we will establish action items under each heading of the plan for the 2016-2017 year. He added that we will also designate particular areas that we want to focus additional efforts and resources as priorities, and we will develop metrics to measure our progress toward moving these priorities forward. Moved by Mr. Hoven and seconded by Ms. Miller.

Motion passed 9-0.

6. Academic Affairs:

- a. **Report from the Provost ---** Dr. Frank Einhellig, Provost, first reported on three different student research forums held the week of April 17, 2016: a) Graduate College Interdisciplinary Research Forum (covering all disciplines); b) College of Health and Human Services Undergraduate Research; and c) College of Natural and Applied Sciences Undergraduate Research.

He next gave a 2016-2017 Hiring Update. Since July 1, 2015, we have advertised 110 searches for faculty or academic administrators compared to only 81 searches the previous year. Ten of these searches were for academic administrators and all but one position has been filled. Our faculty numbers will increase this next year.

Dr. Einhellig then presented a resolution (Faculty Policies No. 137-16) for the approval of proposed revisions to the Faculty Handbook – Sections 7.2.1; 8.4; 12.3.8; 12.3.9; 12.4.1; 12.4.1.2; 12.4.6 and 13.3. Moved and seconded, respectively, by Ms. Fry and Mr. Hoven.

Motion passed 9-0.

7. Student Affairs:

- a. **Report from Student Body President** --- Mr. Adam Coffman, Springfield Campus Student Body President, introduced Ms. Brianna Duda, Vice President of the Student Body, and Mr. Brandon McCoy, Chief of Staff. This is the first time for all three of them to visit the West Plains Campus and they have enjoyed meeting the West Plains Student Body officers.

- 8. Staff Senate Report** --- Ms. Christina Bowles, Chairperson of the Staff Senate, thanked the Board for the opportunity to serve in the role of Staff Senate Chairperson. She then introduced Mr. Ryan Wilson, incoming Chairperson. He reported that one of their projects for this next year is an updating of their Bylaws. Another area he is going to focus on is staff engagement. It's been shown that increased student engagement adds to the overall experience and retention of students, so he is planning on applying this same concept to staff this year.

- 9. Facilities and Equipment** --- Mr. Matt Morris, Vice President for Administrative Services, presented a resolution (Finance No. 1055-16) for the approval of the FY2018 Capital Improvements Priorities to be submitted to the Coordinating Board for Higher Education, the Office of Administration's Division of Budget & Planning, and the Office of Administration's Division of Facilities Management, Design, & Construction. Moved by Mr. Spears and seconded by Ms. Tergin.

Motion passed 9-0.

- 10. West Plains Campus** --- Dr. Drew Bennett, Chancellor of the West Plains Campus, first presented a video entitled *Discover Missouri State-West Plains* that was produced inhouse. He then introduced Dr. Rajiv Thakur, Assistant Professor of Geography and incoming Faculty Senate Chair, who summarized the West Plains faculty's accomplishments this past year. Chancellor Bennett then introduced Ms. Michelle Branton who will be Director of Academic Support in July and is the newly elected Staff Senate Chair. She gave a recap on numerous activities that the Staff Senate participated in this past year. Chancellor Bennett then introduced Ms. Sydney McBride and Mr. Sage Roush, respectively, President and Vice President of the West Plains Student Government. Ms. McBride highlighted some of their summer activities and gave an overview of some of the West Plains Campus SGA's goals for the coming year.

Chancellor Bennett next gave an update on the Carol Silvey Student Union and the Hass-Darr Project. He remarked that this project (not with this name at that time) started in August 1998, when Ms. Mary Sheid purchased a former church building and donated it to the University to house programs that would enhance the college experience for students. He then recognized Ms. Sheid who was in the audience. Reductions in state appropriations caused this project to be delayed. A 2002 study then showed that it would be more costly to renovate the building than to replace it. The church property was then sold and additional donations were sought for a new structure. The economic downturn of 2009 caused this

project to be further delayed. Instead of constructing a new building, this project was turned into renovating the Post Office Building which the University owned and the lease to the United State Postal Service was about to run out. Last year, the legislature passed a bonding package to provide \$300 million for repairs and renovations for public properties around the State, including \$1.5 million for the renovation of the West Plains Post Office. A fund-raising campaign began in October 2015, and two families and long-time supporters stepped forward – Mary Hass Sheid of West Plains and the William R. Hass family of Springfield, and William and Virginia Darr of Springfield made significant gifts toward the project, hence the naming of the project – Hass-Darr Hall. Also in October, they kicked off an effort to raise \$250,000 for the Carol Silvey Student Union located in Hass-Darr Hall. Mrs. Silvey worked on the West Plains Campus for 38 years, as a History faculty member and, then, the first Director of Development. Dr. Bennett then announced that gifts and pledges have exceeded more than \$310,000 toward this project. He then recognized Ms. Silvey who was in the audience. The total project cost is estimated to be \$5 million – funded by \$1.5 million from the State, a goal of \$1.5-2.0 million from private gifts, and the remaining from reserves. Dake Wells has been selected as the architect for this project. The plan is to renovate the Post Office along with an expansion that will double the size of the building. Dr. Bennett then presented some drawings showing some of the uses of the renovated and expanded property including the Carol Silvey Student Union, the Drago College Bookstore with a new coffee shop, classrooms and offices for the Willian and Virginia Darr Honors Program, classrooms and offices for the Tutoring Center, a Veterans Center, an Advising Center, and an Admissions Center. He concluded that the synergies of a completed Hass-Darr Hall, estimated to be open in February 2018, will help increase enrollment and retention of students.

11. **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. Dr. Hofherr 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 10, 2016, 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,...”

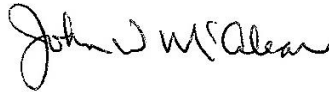
Ms. Fry moved the approval of the resolution and Ms. Tergin seconded the motion.

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

Dr. Hofherr declared the resolution passed unanimously. The open meeting was recessed at 2:30 p.m. to go into closed session.

The open meeting reconvened at 4:12 p.m.

12. **Date of Next Meeting ---** The date of the next scheduled meeting was set for Thursday, July 28, 2016, at 9:00 a.m. in the Shealy Conference Center, in Fair Grove, Missouri.
13. **Adjournment---** Dr. Hofherr adjourned the meeting at 4:15 p.m., on the motion of Ms. Fry, the second of Mr. Spears, and the unanimous vote of the Board.



John W. McAlear
Secretary

III.A.1.

RECOMMENDED ACTION – Approval of Athletics Employment Agreement – Brice Cox as Associate Strength and Conditioning Coach.

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

WHEREAS, the University desires to employ Brice Cox as Missouri State University’s Associate Strength and Conditioning Coach. Mr. Gipson desires to accept such employment as set forth in the Athletics Employment Agreement attached hereto as Exhibit A; and

WHEREAS, Brice Cox has read and agreed to the Athletics Employment Agreement Terms and Conditions – Administrator (3/18/2013), which document is attached hereto as Exhibit B.

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

VOTE: AYE _____
NAY _____

COMMENT: Attached are the following:

- Athletics Employment Agreement –Administrator for Brice Cox as Exhibit A; and
- Athletics Employment Agreement Terms and Conditions – Administrator (3/18/2013) as Exhibit B.

The above referenced Agreement expires June 30, 2017.



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: Brice Cox

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

Term: June 17, 2016 – June 30, 2017

Compensation: \$40,000


Achievement Payments:

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

Other Benefits and Incentives:

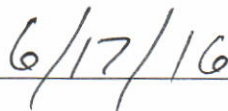
ADMINISTRATOR

MISSOURI STATE UNIVERSITY



Brice Cox

Clifton M. Smart III
President



Date

Date

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

ATHLETICS EMPLOYMENT AGREEMENT TERMS AND CONDITIONS – ADMINISTRATOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III.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 July 28, 2016, as presented by Business and Support Services, be accepted and approved.

VOTE: **AYE** _____

NAY _____

COMMENTS:

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

It is recommended that the attached report be approved.

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

July 28, 2016

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.

**Job Order Contracting Services
West Plains Campus**

**Project Budget
\$90,000.00**

One proposal was received for the FY17 Job Order Contracting Services on the West Plains Campus. This contract is for construction work that is minor in nature and shall not exceed \$25,000.00 per project. A notice of award was issued to Feller Construction, Inc. The cumulative total of this contract may not exceed \$90,000.00 per fiscal year. The initial contract is for one year, July 1, 2016 through June 30, 2017, with four one-year optional renewals.

**Construct New Doorway
Melton Hall**

**Project Budget
\$3,837.93**

A notice to proceed was issued to Feller Construction, Inc. in the amount of \$3,837.93. This project was issued under the FY16 Job Order Contract Services agreement. This project consists of expenses for creating a new doorway between Room 201 and the interior lab supplies storage area in Melton Hall. The project budget has been established as follows:

Project Budget		
Consulting Fees	\$	0.00
Construction Contracts	\$	3,837.93
Project Administration		0.00
Construction Contingency		0.00
Furniture, Fixtures, & Equipment		0.00
Telecommunications		0.00
Relocation Costs		0.00
Total Project Budget	\$	3,837.93

This project is being funded through the West Plains Campus Allied Health Budget.

**Kitchen and Bath Vanity and Sink Replacements
Grizzly House**

**Project Budget
\$22,760.46**

A notice to proceed was issued to Feller Construction, Inc. in the amount of \$22,760.46. This project was issued under the FY16 Job Order Contract Services agreement. This project consists of expenses for removing vanities and sinks in six (6) kitchens and nine (9) bathrooms in the Grizzly House and replacing them with new vanities and sinks. The project budget has been established as follows:

Project Budget		
Consulting Fees	\$	0.00
Construction Contracts	\$	22,760.46
Project Administration		0.00
Construction Contingency		0.00
Furniture, Fixtures, & Equipment		0.00
Telecommunications		0.00
Relocation Costs		0.00
Total Project Budget	\$	22,760.46

This project is being funded through the West Plains Campus Grizzly House Auxiliary Budget.

**Install Desco Granite Walls in Showers
Grizzly House**

**Project Budget
\$16,312.50**

A notice to proceed was issued to Feller Construction, Inc. in the amount of \$16,312.50. This project was issued under the FY16 Job Order Contract Services agreement. This project consists of expenses for installing new Desco coated wall panels in 12 showers in the Grizzly House to repair leaking shower units. The project budget has been established as follows:

Project Budget		
Consulting Fees	\$	0.00
Construction Contracts	\$	16,312.50
Project Administration		0.00
Construction Contingency		0.00
Furniture, Fixtures, & Equipment		0.00
Telecommunications		0.00
Relocation Costs		0.00
Total Project Budget	\$	16,312.50

This project is being funded through the West Plains Campus Grizzly House Auxiliary Budget.

**Construct Sidewalk from Lybyer Parking Lot to Gohn Hall
Campus Grounds**

**Project Budget
\$6,194.43**

A notice to proceed was issued to Feller Construction, Inc. in the amount of \$6,194.43. This project was issued under the FY16 Job Order Contract Services agreement. This project consists of expenses for installing a new sidewalk from the parking lot at Lybyer Technology Center to the northwest doors of Gohn Hall. This project was initiated through a Student Government Association capital project that was voted on and approved by the student body. The project budget has been established as follows:

Project Budget		
Consulting Fees	\$	0.00
Construction Contracts	\$	6,194.43
Project Administration		0.00
Construction Contingency		0.00
Furniture, Fixtures, & Equipment		0.00
Telecommunications		0.00
Relocation Costs		0.00
Total Project Budget	\$	6,194.43

This project is being funded through the West Plains Campus Student Government Association Capital Projects 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.

NON-ACADEMIC APPOINTMENT:

<u>Name</u>	<u>Position/Department</u>	<u>Action</u>	<u>Effective</u>
Barbara Caton	From: Asst. Prof. of Nursing \$58,774 annually	Change of Status	8/15/2016 5/6/2017
	To: Asst. Prof. of Nursing/Coord. of Nursing Programs \$58,774 annually (\$9,000 annual supplemental)		
Amy Ackerson	Title Change From: Instructor of Nursing/Dir. of Nursing To: Instructor of Nursing/Director & Div. Chair of Nursing and Allied Health		

(See Addendum A for Supplemental Payments for the summer 2016 semester)

(See Addendum B for Per Course Faculty for the summer 2016 semester)

VOTE: **AYE** _____
 NAY _____

ADDENDUM A**Supplemental payments for the summer 2016 semester:**

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Leigh Adams	ENG	\$6,413
Edward Birdyshaw	ECO	\$3,932
Cathy Boys	AGR/IDS/QBA/Internship/Div. Chair duties	\$8,406
Thora Broyles	MTH	\$2,859
Judy Carr	PSY/Division Chair duties	\$8,480
Alexandra Graham	ENG	\$2,846
James Hart	CIS	\$7,662
Mina Higgins	NUR	\$1,816
Lindsay Hill	NUR	\$1,913
Carla Huddleston	NUR	\$10,135
Jason McCollom	HST	\$6,000
Renee Moore	CFD/Internships	\$10,846
Elizabeth Nehring	MTH	\$2,700
Michael Orf	HST	\$2,100
Gary Phillips	COM/IDS	\$6,493
Alex Pinnon	PHI	\$2,682
Frank Priest	ENG	\$4,066
Joseph Rugutt	CHM	\$11,180
Dasha Russell	Internship	\$250
Deanna Smith	ECO	\$1,800
Rajiv Thakur	GRY	\$7,205
Jay Towell	MTH/Div Chair duties	\$7,662
Jerry Trick	MTH/PSY/IDS Coord. duties	\$6,923
Laurie Wall	CFD	\$1,800
Ben Wheeler	ENV	\$4,666
David White	BUS/MGT/ Dist. Learning duties	\$8,808
Linda Wulff-Risner	AGR/Internships	\$1,938

ADDENDUM B

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

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Sherryl Brannan	KIN	\$1,404
Krystal Colvin	ALH	\$1,800
Lillard Davis	HST	\$1,500
Barbara Dykes	CHM	\$2,010
Dennis Emslie-Drummond	VIN	\$1,800
Paula England	CFD	\$1,800
Stephen Fugitt	REL	\$2,100
John Hansen	ENG	\$1,800
Danny Hobbs	PSY	\$1,800
Robert Kitt	ART	\$1,800
Merilark Padgett-Johnson	VIN	\$2,100
R. A. Pendergrass	PLS	\$2,100
Shelia Priest	REL	\$1,800
Randy Story	COM	\$1,800
Patricia Thakur	PSY	\$3,600
Sonie Trotter	COM	\$1,800
Barbara Williams	ART	\$1,800
Julie Williams	IMT	\$2,100

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>
Moiria E. Seiber	Crd, Career Development Center WP Career Development Center	42	\$36,000 Annually	06/16/2016

CHANGE OF STATUS:

<u>Name</u>	<u>Position-Department</u>	<u>Action</u>	<u>Effective</u>
Kerri B. Jones	Academic Advisor WP AACCESS From: 100% FTE Annual salary: \$34,057 To: 75% FTE Annual salary: \$26,053.50	Status Change	06/20/2016

RESIGNATION:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Matthew C. Noblin	General Buyer, WP Drago College Store WP Drago College Store	05/25/2016

VOTE: **AYE** _____
 NAY _____

III.C.1.

RECOMMENDED ACTION - Approval of Procurement Activity Report

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

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

VOTE: **AYE** _____
 NAY _____

COMMENTS:

Recommend the attached report summarizing all reportable Office of Procurement Services activity from May 25, 2016 through July 13, 2016 be approved.

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

FOR APPROVAL

Property Lease

Lease of Classroom Space Theatre and Dance	\$1,125.00 (Estimated)
---	-----------------------------------

Recommend approval to enter into a classroom lease for the fall 2016 semester for Dance 131-1, which is a required course for Musical Theatre majors. Campus space is not available during the time the course needs to be offered in order to not conflict with other required classes.

Monthly rent is expected to be \$250.00 from August through November, and \$125.00 for December, for a total of \$1,125.00. Payment amounts are subject to receipt of the lease agreement.

Subject to need and continued satisfactory service, lease extensions will be made on a monthly or semester basis.

A purchase order will be issued to Credo Dance Academy, 931 South Kickapoo Avenue, Springfield, Missouri.

Note: Funding to be from ongoing operational budgets.

Property Lease

Lease of General Office and Education Space Broadcast Services – Ozarks Public Television	\$3,912.00
--	-------------------

Recommend approval to extend from June 1, 2016 through May 31, 2017 the twelve-month lease with Gryphon Tenant, LLC for the rental of 152 square feet of general office and education space in Joplin, Missouri for KOZJ-TV Ozarks Public Television. **Subject to need and continued satisfactory service, future extensions will continue to be made on an annual basis.**

May 25, 2016 through July 13, 2016

**ACTIVITY REPORT
PAGE TWO**

The original agreement was for a period of twelve months, beginning June 1, 2012, and continuing through May 31, 2013 at \$326.00 per month, or \$3,912.00 per year. Lease extensions were included if extended annually by written agreement of both parties.

Rental is for Suite 314 of the Gryphon Building, 1027 South Main Street, Joplin, Missouri.

Note: Funding to be from ongoing operational budgets.

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

Health Risk Assessment and Services	\$15,000.00
Taylor Health and Wellness Center	(Estimated)

Recommend approval to extend Health Risk Assessment and Services Contract C5304-1 with Wellsource for one year, in order to accommodate the re-procurement process. **If needed, subject to continued satisfactory performance, one optional one-year renewal will be exercised.**

During this time, the services of the incumbent vendor would continue to be required.

Note: Funding to be from ongoing operational budgets.

FOR INFORMATIONAL PURPOSES ONLY

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

Sports Medicine Physician Services	\$34,506.49
Athletic Medical & Rehabilitation Services	

Payment has been processed to Mercy Sports Medicine for the annual physician services payment due under the Sports Medicine Contract C3727-1, which was competed and established on November 1, 2007. This is a ten-year contract through October 31, 2017 that includes four (4) one-year renewal periods. The current payment is for the period of November 1, 2015 through October 31, 2016, and the amount due represents a 2.9% increase in accordance with the Consumer Price Index (CPI).

May 25, 2016 through July 13, 2016

**ACTIVITY REPORT
PAGE THREE**

Subject to continued satisfactory performance, the University will exercise the remaining renewable options annually as needed.

Note: Funding to be from ongoing operational budgets.

Single purchases of > \$25,000 < \$100,000 that are not competitively bid

Local Telephone Service and Data Connection Services Networking and Telecommunications	\$42,000.00 (Estimated)
---	------------------------------------

Renewal of Contract C6084-1 has been processed with Windstream Corporation to provide local telephone and data connection services for the period March 1, 2016 through February 28, 2017.

This renewal is the first of four available contract renewal options. Contract prices have increased by 2% in accordance with the contract. **Subject to continued satisfactory performance, the University will exercise the remaining renewable options annually as needed.**

Note: Funding to be from ongoing operational budgets.

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

Training Development and Delivery for APICS Management Development Institute (MDI)	\$45,000.00 (Estimated)
---	------------------------------------

Contract C6298-2 with Supply Chain Education to provide Training and Development and Delivery for APICS, for the Management Development Institute for the period July 1, 2016 through June 30, 2017 will be renewed. This is the second of two available one-year contract renewal options.

Note: Funding to be from the FY17 operational budget with reimbursement from participants.

May 25, 2016 through July 13, 2016

**ACTIVITY REPORT
PAGE FOUR**

Other purchases at the discretion of the University President, with rationale

Printing of Promises Fulfilled Publication **\$46,000.00**
Marketing and Communications **(Estimated)**

Printing and mailing of the alumni magazine is under a previously solicited University contract with RR Donnelley, who has produced the magazine in its current format since 2005. Donnelley also provides mailing service for the magazine from their plant in Liberty, Missouri, where the University holds a postal permit specific to the mailing of the magazine.

Marketing and Communications is seeking for 110,000 copies of the University's Promises Fulfilled vision publication to also be printed by Donnelley, who would then bag and mail it with the September fall mailing of the alumni magazine. There is no provision in the present contract to allow for this service.

Due to quality requirements and the coordination of the mailing, a purchase order was issued to RR Donnelley for the printing of the Promises Fulfilled publication.

Note: Funding to be from the FY17 operational budget.

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

Career Expo and Education Day **\$50,000.00**
Career Center **(Estimated Both Events)**

Pursuant to University policy, which addresses justification for making awards on a single feasible source basis, the University Career Center is issuing payment to continue usage of the Springfield Expo Center for the Career Expo, which is typically held in February, and for the University Plaza Convention Center for Education Day, which is typically held in late March or early April.

For recent previous years, both events had been held at the University in JQH Arena. Although this venue is excellent for athletic activities, and is convenient for students, due to the size and specific nature of the event, it became increasingly difficult for exhibitors (employers, school districts, graduate schools, and government agencies) to navigate.

May 25, 2016 through July 13, 2016

**ACTIVITY REPORT
PAGE FIVE**

Based on the constraints of the JQH Arena relating to its use for career recruiting events, and the benefits gained by holding the events at venues designed for events of this nature, both of which are located in the campus area, events will continue as held last year.

Subject to continued satisfactory performance, payment will be made to these facilities on an ongoing basis for these annual activities.

Note: Funding to be from ongoing operational budgets.

Contract for the purchase of good and services estimated > \$25,000 < \$100,000 that was competitively bid

DS1 and Ethernet (45Mbps IP) Telecommunication Services	\$55,400.00
Broadcast Services	(Estimated)

In response to required advertising to establish a contract for DS1 and Ethernet telecommunication services, one proposal was received from Sho-Me Technologies.

Contract award has been made to the incumbent, Sho-Me Technologies, for the original contract period of August 1, 2016 through July 31, 2019, with five (5) additional one-year renewal period options possible. **Subject to continued satisfactory performance, the University will exercise the remaining renewable options annually as needed.**

Note: Funding to be from ongoing operational budgets.

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

Sign Language Interpreter Services	\$58,431.90
Student Affairs	(Estimated)

Contract C6713-1 with Associates in Sign Language for sign language interpreter services will be renewed for the period of September 1, 2016 through August 31, 2017. The renewal represents the second of four available **contract renewal options, which will be renewed annually, subject to continued satisfactory performance.** Service rates will increase by 3% in accordance with the contract.

Note: Funding to be from ongoing operational budgets.

May 25, 2016 through July 13, 2016

**ACTIVITY REPORT
PAGE SIX**

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

Chiller Rental	\$61,870.00
Facilities Management	(Three Months)

Pursuant to University policy, which addresses justification for making awards on a single feasible source basis, the University has rented two air cooling units for the campus chilled water system to be located at Juanita K. Hammons Hall for the Performing Arts.

Changes were necessary in chiller capacity and size in order to fully service air cooling needs. Temporary equipment is necessary until winter completion of a \$1,500,000 campus chiller expansion project.

Form, fit, and function requirements could only be met by York Equipment, and a purchase order was issued to Johnson Controls as the only feasible rental provider.

Note: Funding to be from ongoing operational budgets.

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

Classroom Technology – Ellis Hall	\$64,396.06
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 equipment and supplies, including Crestron control systems.

This purchase is for instructional technology that will be installed as part of the Ellis Hall renovation. Installation will be by the Faculty Center for Teaching and Learning's Classroom Instructional Technologies unit.

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

Note: Funding to be from the Ellis Hall technology budget.

May 25, 2016 through July 13, 2016

**ACTIVITY REPORT
PAGE SEVEN**

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

Governmental Consulting Services **\$85,424.04**
President's Office **(Estimated)**

Contract C6714-1 with Burch & Associates for state governmental consulting services will be renewed for the period of September 1, 2016 through August 31, 2017. This action represents the second of four available contract renewal options. Service rates will remain unchanged in accordance with terms of the contract. **Subject to continued satisfactory performance, the University will exercise the remaining renewable options annually as needed.**

Note: Funding to be from ongoing operational budgets.

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

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

Pursuant to University policy, which addresses justification for making awards on a single feasible source basis, the University has issued a contract and purchase order to Porlier Outdoor Advertising for seven 14' X 48' advertising billboards on Highways 51, 54, and 71, and Interstate 70, for the twenty-four-month period beginning June 1, 2016.

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

Monthly payments are in the amount of \$3,616.68 each, totaling \$86,800.32 for the agreed twenty-four-month period.

Note: Funding to be from ongoing operational budgets.

May 25, 2016 through July 13, 2016

**ACTIVITY REPORT
PAGE EIGHT**

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

**Electronic Databases \$92,837.81
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.

Subject to continued satisfactory performance, the University will exercise the ongoing renewable options annually as needed.

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

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

Note: Funding to be from ongoing operational budgets.

III.D.1.

RECOMMENDED ACTION - Approval of Activity Report for the month of May 2016.

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

BE IT RESOLVED by the Board of Governors for Missouri State University that the attached Activity Report for the month of May 2016, as presented by Planning, Design & Construction, be accepted and approved.

VOTE: **AYE** _____

NAY _____

COMMENTS:

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

It is recommended that the attached report be accepted.

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

May 2016

This report documents activities managed by Planning, Design & Construction for the month of May 2016. The projects listed here may be for a budget level that does not require formal action by the Board of Governors. Any and all project bids, notices to proceed, approved change orders, and activity on consultant contracts are listed on this monthly activity report.

May 2, 2016

**Evaluate Lift on Stage Floor
Juanita K. Hammons Hall for the Performing Arts**

A contract was signed with J&M Engineering, LLC for services in conjunction with the evaluation of the stage floor structure to determine if the stage could support a lift required for maintenance. The hourly not-to-exceed fee for the consultant's work is \$3,500.00. This project is being funded by the Facilities and Maintenance budget.

**2016 Renovation
Meyer Library**

A contract was signed with Cannon Design, Inc. for services in conjunction with the renovation of Meyer Library. The fixed fee for the consultant's work is \$49,500.00. This project is being funded by the Meyer Library Master Renovation budget.

May 10, 2016

Replace Kitchen Floor **Project Budget**
Blair-Shannon Dining Center **\$99,000.00**

A bid was received for replacement of the concrete flooring in the kitchen. A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$94,353.00.

The bid received on this project is as follows:

Contractor	Base Bid
Kenmar Construction, Inc.	\$94,353.00

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	94,353.00
Project Administration	647.00
Construction Contingency	4,000.00
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$99,000.00

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

May 11, 2016

**Lighting Control Improvements
Davis-Harrington Welcome Center**

**Project Budget
\$18,000.00**

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$14,878.78. This project was issued under the FY16 job order contracting services agreement. Work under this project improves the lighting controls to the exterior and interior lighting.

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	14,878.78
Project Administration	145.46
Construction Contingency	2,975.76
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$18,000.00

This project is being funded by the University Welcome Center budget.

May 12, 2016

**Tornado Community Safe Room
Sunvilla West**

**Project Budget
\$1,859,750.00**

A change order was signed with DeWitt & Associates, Inc. for a deduct in the amount of \$5,657.00. This is the second change order on this project. This change order eliminates the installation of automatic door operators from the scope of work. The contract amount will be decreased to \$1,521,273.00. This project is being funded by the Residence Life – Hazard Mitigation Grant Program Safe Room budget.

**Relocate Bus Stop Shelter
Glass Hall**

**Project Budget
\$66,000.00**

A change order was signed with DeWitt & Associates, Inc. for extension of the contract completion date by nineteen calendar days. This is the second change order on this project. This change order revises the completion date due to design revisions needed to accommodate current ADA requirements. The contract amount will remain unchanged at \$54,929.46. This project is being funded by the Transit System budget.

**Install Electrical for Signage
Professional Building**

**Project Budget
\$26,000.00**

A change order was signed with Kenmar Construction, Inc. for extension of the contract completion date by four calendar days. This is the first change order on this project. This change order revises the completion date due to underground work delays and inclement weather. The contract amount will remain unchanged at \$23,059.71. This project is being funded by the Child Development Center Playground Fund.

**FY16 Job Order Contracting Services – Security Systems Installation
Springfield, Mountain Grove, and West Plains Campuses**

**Project Budget
\$250,000.00**

One proposal was received for the job order contracting services for security systems installation. This contract is to accomplish installation of security cameras, blue light telephones, electronic door access, and alarm security systems, with the maximum expenditure per project not to exceed \$65,000.00. The cumulative total of this contract may not exceed \$250,000.00 per fiscal year and shall have four optional renewal periods for the subsequent following fiscal years or until April 30, 2021. Following the May Board of Governors’ meeting, a notice of award was issued to NetWatch, Inc. This contract will be administered by Networking and Telecommunications.

May 13, 2016

**Recoat Dish Room Floor
Blair-Shannon Dining Center**

**Project Budget
\$24,000.00**

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$19,693.00. This project was issued under the FY16 job order contracting services agreement. Work under this project installs slip resistant floor coating to the dish room floor.

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	19,693.00
Project Administration	1,353.05
Construction Contingency	2,953.95
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$24,000.00

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

May 16, 2016

**Geotechnical and Building Investigation
Ellis Hall**

Additional services were approved with Palmerton & Parrish, Inc. for services in conjunction with the geotechnical and building investigation required for the renovation of Ellis Hall. The University requested an additional subsurface investigation. The additional services amount is \$4,900.00. The new contract amount is \$10,744.70. This project is being funded by the Ellis Hall Renovation budget.

May 17, 2016

**Replace Kitchen Floor
Blair-Shannon Dining Center**

**Project Budget
\$99,000.00**

A change order was signed with Kenmar Construction, Inc. for a deduct in the amount of \$7,000.00. This is the first change order on this project. As part of this project, a portion of piping will be replaced. This change order reduces the thickness of this piping resulting in cost savings. The contract amount will be decreased to \$87,353.00 and three calendar days will be added to the contract completion date to accommodate the change in materials. This project is being funded by the Residence Life Refurbishing budget.

May 18, 2016

**Replace Second Floor Flooring and Equipment
Robert W. Plaster Stadium**

**Project Budget
\$300,000.00**

A proposal was received on March 21, 2016 utilizing the Buy Board Cooperative Purchasing Contract to replace the flooring and weight room equipment. Following the May Board of Governors' Executive Committee meeting, a notice to proceed was issued to Legend Fitness in the amount of \$269,923.66. This project is being funded by the Plaster Stadium Weight Room budget.

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

**Project Budget
\$650,000.00**

A proposal was received on May 5, 2016 utilizing the Education and Institutional Cooperative Contract for roof replacement and south exterior wall repairs. Following the May Board of Governors' Executive Committee meeting, a notice to proceed was issued to Weatherproofing Technologies, Inc. in the amount of \$584,644.62. This project is being funded by the Morris Center South Wall budget.

**Remove Asbestos for Renovation
Ellis Hall**

**Project Budget
\$130,000.00**

Bids were received on April 21, 2016 for removal of known asbestos containing materials from the building prior to the planned renovation of Ellis Hall. Following the May Board of Governors' Executive Committee meeting, a notice to proceed was issued to Sunbelt Environmental Services, Inc. in the amount of \$69,825.00. This project is being funded by the Ellis Hall Renovation budget.

**New Elevator Installation
Kentwood Hall**

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

Bids were received on April 12, 2016 for replacing the existing elevator, as well as installing new stairs to serve floors one through six. Following the May Board of Governors' Executive Committee meeting, a notice to proceed was issued to Carson-Mitchell, Inc. in the amount of \$1,665,675.00. This project is being funded by the Kentwood Elevator Renovation budget.

**Electrical Modifications, Cogger Theater
Craig Hall**

A contract was signed with Butler, Rosenbury & Partners, Inc. for services in conjunction with the modification of electrical lighting, conduit, and wiring. The fixed fee for the consultant's work is \$6,000.00. This project is being funded by the Arts and Letters Equipment Maintenance Repair and Theatre and Dance budgets.

May 19, 2016

Install Audio Visual Equipment **Project Budget**
Robert W. Plaster Center for Free Enterprise **\$49,793.18**

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$48,045.47. This project was issued under the FY16 job order contracting services agreement. Work under this project adds audio visual equipment throughout the common areas and training rooms.

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	48,045.47
Project Administration	1,747.71
Construction Contingency	0.00
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$49,793.18

This project is being funded by the Associate Vice President for Economic Development and the Special Projects budgets.

May 20, 2016

Privacy Film, Room 205D **Project Budget**
Carrington Hall **\$500.00**

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$368.38. This project was issued under the FY16 job order contracting services agreement. Work under this project installs privacy film to the conference room windows.

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	368.38
Project Administration	31.62
Construction Contingency	100.00
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$500.00

This project is being funded by the Administrative Services budget.

May 23, 2016

**Multipurpose Addition to
Greenwood Laboratory School**

A contract was signed with Paragon Architecture for services in conjunction with a conceptual design and rendering for the multipurpose addition to Greenwood Laboratory School. The fixed fee for the consultant's work is \$2,500.00. This project is being funded by the Greenwood Addition budget.

May 24, 2016

**Relocate Taylor Health and Wellness to
the Monroe Apartments**

A contract was signed with Smith-Goth Engineers, Inc. for services in conjunction with the renovation of the first floor to accommodate the temporary relocation of Taylor Health and Wellness. The fixed fee for the consultant's work is \$6,000.00. This project is being funded by the Taylor Health and Wellness Center budget.

May 27, 2016

**Network Cabling, Third Floor
Craig Hall**

**Project Budget
\$77,000.00**

Bids were received to install wiring and outlets in the third floor perimeter offices. A notice to proceed was issued to Mechanical Services, Inc. in the amount of \$54,000.00.

The bids received on this project are as follows:

Contractor	Base Bid
Mechanical Services, Inc.	\$54,000.00
A-1 Electric Service, Inc.	\$59,260.00
Trinity Electric, Inc.	\$59,600.00

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	54,000.00
Project Administration	5,000.00
Construction Contingency	18,000.00
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$77,000.00

This project is being funded by the Arts and Letters Administration Operating budget.

III.D.2.

RECOMMENDED ACTION - Approval of Activity Report for the month of June 2016.

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 2016, 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 2016

This report documents activities managed by Planning, Design & Construction for the month of June 2016. 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 1, 2016

**Renovation and Addition
Glass Hall**

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

A change order was signed with Dewitt & Associates, Inc. in the amount of \$37,581.00. This is the fourth change order on this project. Work added under this change order revises the millwork and electrical systems. The contract amount will be increased to \$26,160,306.00. This project is being funded by the Glass Hall Renovation and Addition budget.

**Renovation
Ellis Hall**

Additional services were approved with Patterhn Ives, LLC for services in conjunction with the renovation of Ellis Hall. As the project developed, a need arose for the installation of infrastructure that may be needed should a complete audio visual system be installed in performance spaces within the building. Additional work was added to the scope of work to prepare the building to receive an audio visual system at a later date. In addition, the University requested an elevator consultant to become part of the project as the design dictated a change in the elevator not originally envisioned. The additional services amount is \$48,500.00. The new contract amount is \$675,500.00 plus reimbursables. This project is being funded by the Ellis Hall Renovation budget.

June 3, 2016

**Replace Frame and Entry Door
Kentwood Hall**

**Project Budget
\$21,800.00**

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$17,450.03. This project was issued under the FY16 job order contracting services agreement. Work under this project rebuilds the front entry door and frame.

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	17,450.03
Project Administration	1,732.46
Construction Contingency	2,617.51
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$21,800.00

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

June 10, 2016

Chiller Repairs at Wells House	Project Budget
Campus Utilities	\$50,000.00

A proposal was received for chiller repairs at Wells House on the Springfield campus. Pursuant to RSMo 34.046, which allows Missouri State University to participate in contract agreements established by other public entities, the University is utilizing the Cooperative Purchasing Network Contract. A notice to proceed was issued to Trane U.S. Inc. in the amount of \$17,008.00. The construction contingency budget is higher than normal due to unexpected chiller repairs that may occur during the development of this project.

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	17,008.00
Project Administration	200.00
Construction Contingency	32,792.00
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 Utilities Maintenance – Chilled Water Maintenance budget.

June 15, 2016

Renovate ROTC Reception Area	Project Budget
Freudenberger House	\$74,000.00

Bids were received for the renovation of the reception area and display cases. A notice to proceed was issued to Hovey Homes, LLC in the amount of \$57,690.00.

The bids received on this project are as follows:

Contractor	Base Bid
Hovey Homes, LLC	\$57,690.00
Bales Construction Company, Inc.	\$90,380.00

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	57,690.00
Project Administration	2,500.00
Construction Contingency	11,810.00
Furniture, Fixtures, and Equipment	0.00
Telecommunications	2,000.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$74,000.00

This project is being funded by the Military Science budget.

**FY17 Job Order Contracting Services – Mechanical Repair and Replacement Project Budget
Springfield, Mountain Grove, and West Plains Campuses \$300,000.00**

Two proposals were received for the job order contracting services for mechanical repair and replacement. This contract is to accomplish repair and replacement projects that involve mechanical systems, with the maximum expenditure per project not to exceed \$95,000.00. The cumulative total of this contract may not exceed \$300,000.00 per fiscal year and shall have three optional renewal periods for the subsequent following fiscal years or until June 30, 2020. Following the June Board of Governors’ Executive Committee meeting, a notice of award was issued to Core10 Field Services, LLC. This contract is being administered by Facilities Management.

**Burrito Bowl Modifications Project Budget
Robert W. Plaster Student Union \$227,000.00**

Bids were received on June 7, 2016 for modifications to the front counter, equipment, and finishes to transform one of the food court vendors. Following the June Board of Governors’ Executive Committee meeting, a notice to proceed was issued to Mechanical Services, Inc. in the amount of \$105,260.00. This project is being funded by the Chartwells Building Improvement budget.

**2016 Renovation Project Budget
Meyer Library \$363,500.00**

Bids were received on June 1, 2016 for the relocation of the open access computer lab from the second floor to the first floor. Following the June Board of Governors’ Executive Committee meeting, a notice to proceed was issued to Oke-Thomas + Associates, Inc. in the amount of \$229,000.00. This project is being funded by the Meyer Library Master Renovation budget.

**Renovation of the Dietetics Kitchen Project Budget
Professional Building \$410,000.00**

Bids were received on May 12, 2016 to renovate the dietetics kitchen. Following the June Board of Governors’ Executive Committee meeting, a notice to proceed was issued to Mechanical Services, Inc. in the amount of \$334,000.00. This project is being funded by the Kitchen Renovation Professional Building budget.

**FY16 ADA Improvements Project Budget
Springfield Campus \$188,500.00**

Bids were received on June 2, 2016 for ADA improvements to Carrington Hall and Cheek Hall. Following the June Board of Governors’ Executive Committee meeting, a notice to proceed was issued to Hovey Homes, LLC in the amount of \$125,000.00. This project is being funded by the FY16 ADA Improvements budget.

June 16, 2016

**FY16 ADA Improvements
Springfield Campus**

**Project Budget
\$188,500.00**

A contract was signed with Esterly, Schneider & Associates, Inc. for services in conjunction with the ADA improvements to Carrington Hall and Cheek Hall. The hourly not-to-exceed fee for the consultant's work is \$19,500.00. This project is being funded by the FY16 ADA Improvements budget.

**Renovation of
Hass-Darr Hall**

Following approval at the May Board of Governors' Executive Committee meeting, a contract was signed with Dake | Wells Architecture for services in conjunction with the renovation of Hass-Darr Hall. The fixed fee for the consultant's work is \$386,000.00. This project is being funded by the West Plains Post Office Renovation budget.

June 17, 2016

**Branding, Phase II
Davis-Harrington Welcome Center**

**Project Budget
\$200,000.00**

A change order was signed with Kenmar Construction, Inc. in the amount of \$2,597.00. This is the first change order on this project. Work added under this change order installs bumpers on the pivoting panels. The contract amount will be increased to \$108,152.00. This project is being funded by the University Welcome Center budget.

June 20, 2016

**FY17 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 2017. This is the first renewal of two available renewals for this contract. The renewal period shall become effective July 1, 2016 and shall remain in force until June 30, 2017. This contract is being administered by Facilities Management.

**FY17 Job Order Contracting Services - Electrical Repair and Replacement
Springfield, Mountain Grove, and West Plains Campuses**

**Project Budget
\$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 2017. This is the first renewal of two available renewals for this contract. The renewal period shall become effective July 1, 2016 and shall remain in force until June 30, 2017. This contract is being administered by Facilities Management.

June 24, 2016

**Install Plaques, Rooms 315B & 315C
Robert W. Plaster Student Union**

**Project Budget
\$9,500.00**

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$7,540.59. This project was issued under the FY16 job order contracting services agreement. Work under this project installs new plaques between rooms 315B and 315C to honor the student talent and recognition award recipients.

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	7,540.59
Project Administration	754.06
Construction Contingency	1,205.35
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$9,500.00

This project is being funded by the Robert W. Plaster Student Union Capital Fund.

**Multipurpose Addition to
Greenwood Laboratory School**

Following approval at the June Board of Governors' Executive Committee meeting, a contract was signed with Paragon Architecture for services in conjunction with the multi-purpose addition of Greenwood Laboratory School. The fixed fee for the consultant's work is \$259,600.00. This project is being funded by the Greenwood Addition budget.

June 27, 2016

**Install Donor Glass
Davis-Harrington Welcome Center**

**Project Budget
\$4,000.00**

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$3,668.05. This project was issued under the FY16 job order contracting services agreement. Work under this project installs the donor glass in the lobby area.

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	3,668.05
Project Administration	131.95
Construction Contingency	200.00
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$4,000.00

This project is being funded by the University Welcome Center budget.

**Fire Sprinkler Modification
Bill R. Foster and Family Recreation Center**

**Project Budget
\$2,350.00**

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$1,620.00. This project was issued under the FY16 job order contracting services agreement. Work under this project relocates and adds sprinkler heads to room 006.

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	1,620.00
Project Administration	180.00
Construction Contingency	550.00
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$2,350.00

This project is being funded by the Foster Recreation Center Administration budget.

June 29, 2016

**Install Cabinet Back
Sunvilla Tower**

**Project Budget
\$754.00**

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$754.00. This project was issued under the FY16 job order contracting services agreement. Work under this project installs a new cabinet back within the existing sink cabinet base in order to determine the possibilities due to the improper cabinet installation by another contractor.

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	754.00
Project Administration	0.00
Construction Contingency	0.00
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$754.00

This project is being funded by the Sunvilla Tower Renovation budget.

**Burrito Bowl Modifications
Robert W. Plaster Student Union**

**Project Budget
\$227,000.00**

A contract was signed with Hood-Rich, Inc. for services in conjunction with the Burrito Bowl modifications. The hourly not-to-exceed fee for the consultant's work is \$16,000.00. This project is being funded by the Chartwells Building Improvement budget.

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

A contract was signed with J&M Engineering, LLC for services in conjunction with the structural analysis of the new exhaust fan location. The hourly not-to exceed fee for the consultant's work is \$2,300.00. This project is being funded by the Natural & Applied Science Equipment Maintenance Repair budget.

III.D.3.

RECOMMENDED ACTION - Approval of Second Addendum to Lease Agreement with Ozarks Technical Community College for General Classroom and Support Space in Lebanon, Missouri.

The following resolution was moved by _____ and seconded by _____

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

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

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

WHEREAS, the University desires to continue its Missouri State Outreach Continuing and Distance Education program in Lebanon, Missouri, such that University desires to again amend the Lease so as to extend its term for a third year, running on August 1, 2016 to July 31, 2017, as set forth in the attached Second Addendum.

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

VOTE: AYE__
 NAY__

COMMENTS:

The Missouri State Outreach program plans to continue leasing classroom and office space at Ozarks Technical Community College (“OTC”) Lebanon Education Center. Under the proposed addendum, the Lease would be extended for another year commencing on August 1, 2016 and continuing through July 31, 2017. During this additional year, the University would continue to pay OTC \$22,000 for two (2) general classrooms, one (1) classroom for interactive video courses (ITV), one (1) furnished computer laboratory, and office space during the term.

SECOND ADDENDUM TO COMMERCIAL LEASE

THIS SECOND ADDENDUM TO COMMERCIAL LEASE (the "Second Addendum") is made and entered into as of the ___ day of _____, 2016, by and between COMMUNITY COLLEGE DISTRICT OF CENTRAL SOUTHWEST MISSOURI A/K/A OZARKS TECHNICAL COMMUNITY COLLEGE, a political subdivision ("Lessor") and the BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY, a public university of higher education ("Lessee"). This Agreement is contingent upon approval by the Board of Trustees of Lessor and the Board of Governors of Lessee.

WITNESSETH:

WHEREAS, Lessor and Lessee entered into that certain Commercial Lease dated as of May 15, 2013 (the "Commercial Lease"), a copy of which is attached hereto as Exhibit A and incorporated by reference herein; and

WHEREAS, Lessee is given the option and right to extend the Term of the Commercial Lease for one (1) year by giving written notice to Lessor at least sixty (60) days prior to the expiration of the First Addendum to Commercial Lease on July 31, 2016; and

WHEREAS, Lessee exercised its option to extend the Commercial Lease; and

WHEREAS, Lessor and Lessee do agree to amend the term of the Commercial Lease upon the following terms, conditions, and modifications to the Commercial Lease hereinafter set forth.

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

Section 1 TERM

The Lessor and Lessee have elected to extend the term of the Lease for one (1) year commencing on August 1, 2016 and terminating at midnight on July 31, 2017 (the "Renewal Term").

Section 2 RENT

The rent for the Renewal Term shall be Twenty-Two Thousand and 00/100 Dollars (\$22,000.00), payable on or before August 1, 2016. Rent shall be paid without demand in advance on the first day of each of the Initial Term and Renewal Term, if any, of this Lease, and payable to Lessor at 1001 E. Chestnut Expressway, Springfield, MO 65802, or at such other addresses designated by written notice from Lessor.

Section 3 COMMERCIAL LEASE TERMS AFFIRMED

Except as otherwise modified by this Second Addendum, the parties hereto hereby reaffirm

each and every term and condition of the Commercial Lease.

Section 4 CAPITALIZED TERMS

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Commercial Lease.

Section 5 ENTIRE AGREEMENT

This Second Addendum, and the Commercial Lease as specifically amended herein, constitutes the entire agreement between the parties concerning the subject matter thereof and supersedes all previous discussions and agreements between them relating thereto, and this Second Addendum may not be modified except by a writing executed by all parties hereto.

Section 6 COUNTERPARTS

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

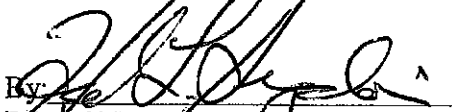
IN WITNESS WHEREOF, the parties have signed this Second Addendum as of the day and year first above written.

LESSOR:

LESSEE:

COMMUNITY COLLEGE DISTRICT OF CENTRAL
SOUTHWEST MISSOURI A/K/A OZARKS
TECHNICAL COMMUNITY COLLEGE

MISSOURI STATE UNIVERSITY

By:  ^A
Printed Name: Dr. Hal L. Higdon
Title: Chancellor

By: _____
Printed Name: _____
Title: _____

Exhibit A
Commercial Lease

LEASE AGREEMENT

THIS LEASE is made this 15th day of May, 2013 by and between COMMUNITY COLLEGE DISTRICT OF CENTRAL SOUTHWEST MISSOURI A/K/A OZARKS TECHNICAL COMMUNITY COLLEGE, a political subdivision ("Lessor") and the BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY, a public university of higher education ("Lessee"). This Agreement is contingent upon approval by the Board of Trustees of Lessor and the Board of Governors of Lessee.

WITNESSETH:

WHEREAS, Lessor is the owner of the education facility commonly known as the Lebanon Education Center, located in Lebanon, Laclede County, Missouri (the "Building"); and

WHEREAS, Lessor and Lessee have entered into an agreement to provide for a cooperative arrangement whereby Lessee will offer baccalaureate degree program and master's degree programs under certain terms and conditions as set forth in the Memorandum of Understanding by and between the parties which is attached hereto as Exhibit A and incorporated by reference herein. If any terms of said Memorandum of Understanding conflict with the terms of this Lease, the Lease terms control; and

WHEREAS, Lessee desires to lease from Lessor, that portion of the Building containing three (3) classrooms (comprising approximately 2700 square feet) and two (2) offices for Lessee's staff, to be located in Casey Hall, described on Exhibit B which is attached hereto and incorporated by reference herein, together with all rights, privileges and appurtenances thereto (the "Leased Premises").

As of the Commencement Date (as hereinafter defined) the Leased Premises is leased subject to the following: (a) all legal highways, (b) the easements, covenants and restrictions of record, (c) ordinances and zoning laws, and (d) Lessor's campus rules and regulations as issued from time to time (together, the "Permitted Encumbrances")

THIS LEASE is made upon the following terms and conditions:

Section 1 TERM

- 1.1 Initial Term. The Term of the Lease shall be one (1) year commencing on August 1, 2013 (the "Commencement Date") and expiring on July 31, 2014 (the "Initial Term"). In the event the facility is not complete by July 15, 2013, Lessee, at its option, shall have the option to modify or terminate this Lease.
- 1.2 Renewal Term. Lessee shall have the option to extend the Term for one (1) year (the "Renewal Term"), commencing on August 1, 2014 (the "Extension Commencement Date") and expiring on July 31, 2015, by providing sixty (60) days prior written notice to Lessor before the end of the Initial Term. Hereinafter both the Initial Term and Renewal Term are referred to as the "Term," unless specified otherwise.

Section 2 **RENT**

- 2.1 Rent During the Initial Term. Beginning on the Commencement Date and for the Initial Term of this Lease, Lessee shall pay the Lessor the rent sum of Fifteen Thousand and 00/100 Dollars (\$15,000.00), on or before August 1, 2013.
- 2.2 Renewal Term. Beginning on the Extension Commencement Date and for the Renewal Term of this Lease, if any, Lessee shall pay the Lessor the rent sum of Twenty-Two Thousand and 00/100 Dollars (\$22,000.00), on or before August 1 of each year.
- 2.3 Rent. Any rental amount due is hereinafter referred to as "Rent."
- 2.4 Payment. Rent shall be paid without demand in advance on the first day of each of the Initial Term and Renewal Term, if any, of this Lease, and payable to Lessor at 1001 E. Chestnut Expressway, Springfield, MO 65802, or at such other addresses designated by written notice from Lessor.

Section 3 **ALTERATIONS**

At any time and from time to time during the Term of this Lease, Lessee, at its sole expense, may make interior alterations and additions to any portion of the Leased Premises, provided that (i) such additions and alterations shall be constructed expeditiously with good materials in a good and workmanlike manner and do not impair or weaken the structural integrity of the improvements on the Leased Premises; (ii) such additions and alterations are made in accordance with all requirements imposed by law and (iii) Lessor shall have pre-approved and consented in writing to such alterations and additions.

Section 4 **REPAIR AND MAINTENANCE**

- 4.1 Lessee shall maintain the Leased Premises in good condition, normal wear and tear excepted. Lessor shall provide daily custodial services to the Leased Premises and common areas. Lessor shall be responsible for all services and repairs on the property including but not limited to security, utilities, taxes, maintenance, repairs, internet and phone service. Hours on Saturday will be mutually reviewed and agreed upon. The parties shall review the common area maintenance costs if classes or events are scheduled beyond the normal operation hours of Lessor's Lebanon Education Center which are weekdays between the hours of 7:00 A.M. and 10:00 P.M. and hours on Saturdays which have been mutually agreed upon.
- 4.2 Upon the failure of the Lessee to maintain the Leased Premises or in the event of an emergency, the Lessor or Lessor's agent(s) may re-enter the Leased Premises and make such repairs, replacements or renewals as are necessary, as determined in the Lessor's sole discretion to preserve the Leased Premises. All such repairs, replacements and renewals shall be at the Lessee's expense and the Lessee shall immediately pay to the Lessor all costs and expenses incurred by the Lessor in making such repairs, replacements or renewals.

Section 5 **COMPLIANCE WITH LAWS AND AGREEMENTS**

Lessor and Lessee shall comply with and cause the Leased Premises to be in compliance with (i) all laws, ordinances and regulations, and other governmental rules, orders and determinations now or hereafter enacted, made or issued, whether or not presently contemplated (collectively "Legal Requirements") applicable to the Leased Premises or the use thereof, (ii) the provisions of any insurance policies required to be maintained by Lessee with respect to the Leased Premises, and (iii) the terms of any covenants, conditions and restrictions which are Permitted Encumbrances.

Section 6 **MECHANICS' LIENS**

Lessee will not create or permit to be created or to remain, and will promptly discharge, at its sole cost and expense, any lien, encumbrance or charge upon the Leased Premises which arises by reason of any labor or materials furnished or claimed to have been furnished to Lessee by reason of any construction, addition, alteration or repair of any part of the Leased Premises made by Lessee.

Section 7 **TAXES, ASSESSMENTS AND OTHER CHARGES**

Lessor agrees to pay in a timely fashion all real estate taxes assessed against the Leased Premises becoming due and payable during the term of this Lease.

Section 8 **UTILITIES**

Lessor at its sole cost and expense shall obtain and promptly pay for all utility services required for the operation of or furnished to or consumed on the Leased Premises, including, without limitation, electricity, gas, water, sewer, heat, telephone, internet, security, garbage collection, and all charges, reconnection fees or late fees for any of the foregoing.

Section 9 **INDEMNIFICATION, PUBLIC LIABILITY, PROPERTY DAMAGE AND ENCUMBRANCES**

9.1 **Indemnification.**

9.1.1. **Lessor's Indemnification of Lessee:** To the extent permitted by law, and in any case construed in a fashion that does not waive governmental, sovereign, or official immunities, Lessor agrees to defend, indemnify and hold harmless Lessee, its officers, board members, employees, servants, affiliated organizations, insurers, agents and assigns from any and all claims, actions, causes of action, demands, suits, liabilities, losses or expenses in connection with bodily injury, personal injury or property damage resulting from acts or omission of Lessor, its employees, students, agents or servants.

- 9.1.2 Lessee's Indemnification of Lessor: To the extent permitted by law, and in any case construed in a fashion that does not waive 11th Amendment, governmental, sovereign, or official immunities, Lessee agrees to defend, indemnify and hold harmless Lessor, its officers, trustees, employees, servants, affiliated organization and insurers from any and all claims, actions, causes of action, demands, suits, liabilities, losses or expenses in connection with bodily injury, personal injury or property damage resulting from the acts or omissions of Lessee, its employees, agents or servants.
- 9.2 Insurance and Legal Responsibility. Lessor shall maintain commercial general liability and Property insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence / Two Million Dollars (\$2,000,000.00) aggregate.
- 9.3 Automobile Insurance. Lessor and Lessee shall maintain automobile liability insurance, for all college or university owned vehicles with limits of not less than One Million Dollars (\$1,000,000.00) per accident/aggregate for bodily injury and property damage.
- 9.4 Worker's Compensation Insurance. Lessor and Lessee shall maintain workers' compensation coverage for their respective employees.
- 9.5 Fire and Casualty Insurance. Lessor, at Lessor's sole expense shall keep the Leased Premises insured against loss by fire and all of the risks and perils usually covered by an extended coverage endorsement.
- 9.6 Encumbrances. At no time shall Lessee encumber or allow the Leased Premises to become encumbered by any lien, mortgage, or other encumbrance and to the extent allowed by law Lessee agrees to indemnify and save harmless Lessor against any such encumbrances, and any cost associated with defending or removing the same, including attorney fees and court costs.

Section 10 CASUALTY AND CONDEMNATION

- 10.1 Fire and Other Casualty. If the Leased Premises or any portion thereof are partially or totally destroyed or damaged by fire or other casualty covered by the fire and extended coverage insurance carried by Lessor on the Leased Premises, Lessor shall repair and restore the damaged portion of the Leased Premises, as soon as it is reasonably practicable, to substantially the same condition in which the Leased Premises were prior to the same; *provided however*, that if the Leased Premises are completely destroyed or so badly damaged that repairs cannot be completed within one hundred twenty (120) days thereafter, this Agreement may be terminated by Lessee by serving written notice upon the Lessor.

In the event the Leased Premises, or any portion thereof, are destroyed or damaged by fire or other casualty covered by the fire and extended coverage insurance carried by Lessor such that such damaged portion cannot reasonably be used by Lessee for the purposes herein provided, and this Agreement is not terminated as above provided, there

shall be an abatement of Rent to the extent that the damaged portion of the Leased Premises is unfit for use by Lessee in the ordinary course of its business until said damaged portion of the Leased Premises are made usable.

Notwithstanding any provision herein to the contrary, in the event the damage or destruction to the Leased Premises through fire or other casualty is entirely attributable to the action or inaction of Lessee, and/or its agents, employees, licensees or invitees, then after offset by any proceeds from any applicable insurance policies Lessor or Lessee may be a party to: (i) such damage or destruction to the Leased Premises shall be promptly repaired by Lessee, at its sole cost and expense to Lessor's satisfaction; (ii) the Rent shall not abate or be adjusted during such period of restoration and refurbishment; (iii) Lessee shall not be entitled to terminate this Lease; and (iv) Lessee shall fully reimburse Lessor for all costs and expenses, including responsible attorneys' fees, incurred by Lessor on behalf of Lessee in connection with any damages incurred by Lessee which are not covered by insurance.

Section 11 **ASSIGNMENT AND SUBLETTING; SALE AND LEASING OF IMPROVEMENTS**

- 11.1 Lessee shall not, assign Lessee's interest in this Lease, sublet the Leased Premises or any part thereof, sell, contract to sell, lease, sublease or permit others to occupy the Leased Premises. Assigning or subletting the Lease or any interest hereunder is prohibited without the Lessor's prior written approval. In the event of any such assignment, sublease, sale, contract or other transfer, Lessee shall always remain primarily liable as a principal and not as a guarantor for the payment of the Rent and all other sums due Lessors hereunder and for compliance with and performance of all of the covenants and conditions of this Lease on the part of Lessee to be performed.
- 11.2 Nothing herein shall prevent Lessor from selling or otherwise encumbering the Leased Premises as Lessor determines in its sole discretion. In the event of a sale, the Lease shall transfer with the sold Leased Premises. In the event Lessor obtains mortgage financing, Lessee agrees as needed to subordinate its interest to those of the Lender and agrees to execute any subordination agreement requested by Lessor and/or Lender as needed.

Section 12 **LESSEE'S DEFAULTS; REMEDIES**

- 12.1 Default. If one or more of the following events ("Defaults") shall happen and be continuing: (a) Lessee fails to make punctual payments of the Rent or any other sums to be paid hereunder by Lessee, and such failure continues for fifteen (15) days after its due date; (b) Lessee breaches any terms or conditions of the Memorandum of Understanding; or (c) Lessee fails to perform or observe any other covenant or condition to be performed or complied with by Lessee under this Lease, and such failure continues for thirty (30) days after written notice thereof by Lessor to Lessee; or if the Default complained of is of such a nature that it cannot reasonably be completely cured or remedied within such thirty (30) day period (other than the payment of Rent), and does not thereafter, with reasonable diligence and good faith, proceed to remedy or cure such Default; then, and in

any such event, Lessor shall have the right, at its option, then or at any time thereafter while such Default shall continue, to give a written notice specifying a date on which this Lease shall terminate, and on such date, subject to the provisions of this Section relating to the survival of Lessee's obligations, this Lease shall terminate and expire by limitation.

- 12.2 Re-entry. If any such Default shall have occurred and be continuing, and whether or not Lessor shall have terminated this Lease, Lessor may re-enter and take complete and peaceful possession of the Leased Premises and, with or without process of law, remove therefrom all persons and all furniture, fixtures, equipment and other personal property located on the Leased Premises by force or otherwise without being liable in damages therefor. In such event Lessee shall peacefully and quietly yield up and surrender the Leased Premises to Lessor and remain liable to Lessor for all losses and damages sustained by reason of such default.
- 12.3 Damages. In the event of any such Default and recovery of possession of the Leased Premises by Lessor, whether or not this Lease is terminated by Lessor, Lessor shall be entitled to recover all unpaid Rent for the periods prior to the date of such recovery of possession.

Section 13 LESSOR'S DEFAULTS; REMEDIES

Lessor will be in default if it fails to fully perform any of its obligations pursuant to this Lease and such failure is not cured within 30 days after notice of default (unless such failure cannot reasonably be cured within such period, in which case Lessor will not be in default if it promptly commences and diligently pursues the cure to completion and in all events within 60 days after notice of default). Upon the occurrence of a Lessor material default: (a) Lessee may terminate the Lease; or (b) if it involves Lessor's failure to fully perform any routine and ordinary service, maintenance, or repair within the leased property, then Lessee, at its option, after an additional five (5) days' prior written notice of its intention to do so, perform such routine and ordinary service, maintenance, or repair, in which case Lessor will reimburse Lessee for its actual and reasonable costs paid or incurred in connection therewith.

Section 14 HOLDING OVER

A hostile holding over beyond the termination or expiration of the Term of this Lease shall operate as an extension of this Lease from month to month and Lessee shall become a tenant from month to month at a rental rate double the Rent at the time of holding over. Such extended term may be terminated either by Lessor or Lessee giving thirty (30) days' written notice to the other.

Section 15 SURRENDER

At the expiration or earlier termination of the Term of this Lease, Lessee shall yield the Leased Premises to Lessor in good order and repair, ordinary wear and tear excepted. Any improvements or other alterations shall at the expiration or earlier termination of the Term of this Lease automatically become the sole property of Lessor without any compensation whatsoever to

Lessee. By the expiration or earlier termination of this Lease, Lessee may remove any of Lessee's trade fixtures, furniture, equipment and other unattached personal property from the Leased Premises and Lessee shall repair any damage which may result to the Leased Premises from such removal. In the event Lessee fails to so remove such items, such items shall be deemed abandoned and shall be the property of the Lessor.

Section 16 QUIET ENJOYMENT AND TITLE

So long as Lessee pays the Rent and performs Lessee's covenants provided herein, Lessee shall peacefully and quietly hold the Leased Premises throughout the Term of this Lease free from hindrance or molestation by Lessor and others claiming by, through, or under Lessor, but subject to the Terms of this Lease.

Section 17 NOTICES

17.1 Notice Procedure. Any notice required or permitted to be given to a party under the provisions of this Lease shall be in writing and shall be delivered as follows: (i) personally served upon the entity receiving notice and such delivery is attested to by affidavit of a competent witness, (ii) Faxed and receipt of the fax is acknowledged by the recipient in writing, or (iii) mailed by certified or registered United States mail, postage prepaid, return receipt requested, or sent via another receipted courier service, addressed as follows:

Lessor: COMMUNITY COLLEGE DISTRICT OF CENTRAL
 SOUTHWEST MISSOURI A/K/A OZARKS TECHNICAL
 COMMUNITY COLLEGE
 Attention: Vice Chancellor for Administrative Services

Lessee: MISSOURI STATE UNIVERSITY
 Attention: Kenneth McClure, Vice-President for Administrative and
 Information Services
 901 S. National Ave.
 Springfield, Missouri 65897

Notice is received on the date actually received by the party receiving notice. If delivery of a notice is refused or unclaimed or deemed undeliverable due to intentional avoidance, notice will be deemed received on the date of the first attempted delivery.

17.2 Change of Address. Either party may, from time to time, change its notice address by written notice to the other interested entities at their then-current mailing address, in accordance with the provisions of this Section.

Section 18 **WAIVER OF COVENANTS, ETC**

No waiver of any condition or covenant of this Lease shall be deemed to imply or constitute a further waiver of the same or any other like condition or covenant, and nothing herein contained shall be construed to be a waiver on the part of the Lessor of any right or remedy in law or otherwise, and all of the Lessor's remedies herein provided for shall be deemed to be cumulative.

Section 19 **BINDING EFFECT**

This Lease and the covenants and agreements of the parties hereunder shall be binding upon and inure to the benefit of Lessor and Lessee and their heirs, administrators, executors, personal representatives, and assigns.

Section 20 **PARTIAL INVALIDITY**

In the event any clause, term or condition of this Lease shall be determined to be illegal or unenforceable under any applicable governmental laws, orders, rules or regulations, this Lease shall remain in full force and effect as to all other terms, conditions and provisions.

Section 21 **HEADINGS, MEANING OF WORDS, ENTIRE AGREEMENT.**

The headings used in this Lease are inserted for convenience and are not to be considered in the construction of the provisions of this Lease. This Lease constitutes the entire agreement of the parties and may be amended or modified only in writing signed by both parties, and all prior agreements or understandings between the parties, either oral or written, are superseded by this Lease.

Section 22 **HAZARDOUS SUBSTANCES**

- 22.1 Lessee shall not generate, use or store any substances designated as, or containing components designated by any governmental agency as hazardous, dangerous, toxic or harmful, and/or subject to regulations under federal, state or local law, regulations or ordinance on or around the Leased Premises, except to the extent used (i) in normal quantities and (ii) in compliance with all Environmental Laws. Lessee shall not install any underground storage tanks on the Premises without prior written consent of Lessor, which may be withheld in Lessor's sole discretion. Lessee shall be fully and completely liable to Lessor and shall indemnify, defend and hold Lessor harmless from any and all cleanup costs and any and all other charges, fees (including attorneys' and consultants' fees) or penalties relating to the use, disposal, transportation, generation or sale by Lessee of hazardous substances on the Premises.
- 22.2 Lessee further agrees to be responsible for all liability, losses, expenses (including attorneys' and consultants' fees), damages, penalties, costs, actions, claims, judgments, fines, response costs, cleanup costs and oversight costs which may be imposed upon, incurred by, or asserted against Lessor, its employees, officers and directors, and Lessor's

successors, assigns and successors in interest to the Leased Premises or any part thereof, by any person or entity (including, but not limited to, a governmental entity), arising out of or in connection with any Environmental Conditions (as hereinafter defined) on or off the Leased Premises, caused or created by Lessee and/or arising out of or in connection with Lessee's violation or failure to comply with any Environmental Laws (as hereinafter defined) at any time throughout Lessee's occupancy of the Premises whether before or after the date of this Lease, except to the extent caused by Lessor or relating to an existing condition. Such indemnification applies whether or not such liability, damages, losses, expenses (including attorneys' and consultants' fees), penalties, costs, actions, claims, judgments, fines, response costs, cleanup costs and oversight costs arise under any theory of strict liability, whether under common law or under any federal, state or local law, and/or arise from the actions of Lessee or any of its employees, agents, contractors or licensees, except to the extent caused by Lessor or relating to an existing condition.

22.3 "Environmental Conditions" means any and all conditions in, on, under or resulting from the soil, surface water, air, ground water and stream sediments on, under or above the Leased Premises that could require remedial action or result in claims, demands or liabilities by third parties against the owner or operator of the Leased Premises.

22.4 "Environmental Laws" shall mean all federal, state or local environmental laws, ordinances, rules, regulations, requirements, licenses, permits, and acts, and all regulations promulgated thereunder, whether now existing or hereafter enacted, including, but not limited to: the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq., as amended ("FWPCA"); the Clean Air Act, 42 U.S.C. §§ 741 et seq., as amended ("CAA"); the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., as amended ("RCRA"); The Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., as amended ("CERCLA") The Superfund Amendments and Reauthorization Act, as amended ("SARA"); the Clean Water Act, as amended ("CWA"); the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq., as amended ("TSCA"); the Occupational Safety and Health Act, 29 U.S.C. §§ 651 et seq., as amended ("OSHA"); the Safe Drinking Water Act 42 U.S.C. § 300(f) et seq., as amended; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 et seq., as amended ("FIFRA"); the Hazardous Material Transportation Act; and the Marine Protection, Research and Sanctuaries Act.

Section 23 SIGNAGE

Design and location of all Lessee exterior signage shall be mutually agreed upon by Lessee and Lessor. Signage on the buildings, located at Lessor's Lebanon Education Center, is exclusive to Lessor. Lessee can share signage space with Lessor on the existing monument sign. All Lessee signage costs will be at Lessee's expense. Lessee's day/evening hours shall be listed on the exterior of the Leased Premises.

Section 24 **USE AND OCCUPANCY**

- 24.1 The Leased Premises are to be used solely for classrooms and faculty/staff offices.
- 24.2 The Lessee may not offer any courses on the Leased Premises that Lessor is offering.
- 24.3 Lessee covenants that no waste or damage shall be committed upon or to the Leased Premises; that the Leased Premises shall not be used for any unlawful purpose nor in a manner creating a nuisance for adjoining tenants and/or land owners; and that no violation of any city, county, state or federal law, rule or regulation shall be permitted or committed thereon, including without limitation, any Environmental Laws (as herein defined). Lessee shall not allow any rubbish or refuse to accumulate or any fire hazard to exist on the Leased Premises. Lessee agrees to obey and conform to all laws, ordinances, rules, regulations or orders of the city, county, state and federal governments and all public utilities.

Section 25 **COMMON AREAS**

- 25.1 Lessor shall provide access to parking for Lessee's students, faculty and staff within a reasonable distance of the Leased Premises at no additional charge to Lessee.
- 25.2 Lessor will keep the facility, including the common areas, in good condition and repair and in compliance with the Americans with Disabilities Act (ADA), and other applicable laws.
- 25.3 Common areas and parking areas are under Lessor's management and control.
- 25.4 Lessor agrees that Lessee's students, faculty and staff at Lessor's Lebanon Education Center shall have access to the available common facilities, based on approval/availability per Lessor's designated liaison. Lessor will provide card or key access to the Premises (and Facility, if applicable).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

LESSOR

COMMUNITY COLLEGE DISTRICT OF CENTRAL
SOUTHWEST MISSOURI A/K/A OZARKS TECHNICAL
COMMUNITY COLLEGE

By: _____

ITS: CHANCELLOR

LESSEE

MISSOURI STATE UNIVERSITY

By: 

ITS: Vice President For Administrative
Services

Exhibit A

Memorandum of Understanding

(Attached and has “Exhibit B” noted in right-hand corner; however, new heading on top of the document, placed in the middle section, specifies for purposes of this Lease Agreement, this will change to Exhibit A).

**MEMORANDUM OF UNDERSTANDING BETWEEN
MISSOURI STATE UNIVERSITY AND
OZARKS TECHNICAL COMMUNITY COLLEGE**

This AGREEMENT is made and entered into this 25th day of February, 2013, by and between MISSOURI STATE UNIVERSITY ("MSU"), with its principal location in Springfield, Missouri, and OZARKS TECHNICAL COMMUNITY COLLEGE ("OTC"), with its principal location in Springfield, Missouri.

BACKGROUND

OTC is the owner of real estate located at 22360 HWY MM, in Lebanon, Laclede County, Missouri ("Property" or "OTC's Lebanon Education Center") and MSU desires to make use of certain portions of the Property for educational purposes.

MSU and OTC desire to enter into a Memorandum of Understanding ("MOU" or "Agreement") to provide for a cooperative arrangement whereby MSU offers a program offering a baccalaureate degree program in cooperation with OTC at OTC's Lebanon Education Center ("Program"). In addition, MSU will continue to meet community needs by providing master's programs at the OTC Lebanon Education Center.

In addition, this MOU shall constitute the commitment by the parties to enter into a Lease Agreement for a portion of OTC's Lebanon Education Center for the above-referenced Program. The MOU is contingent upon approval by the Board of Trustees of Ozarks Technical Community College; and the Board of Governors of Missouri State University.

ORGANIZATION AND OPERATION

Nothing herein shall be construed as creating a joint venture between MSU and OTC or as making either party the agent of the other. Both parties acknowledge and agree that each will maintain its separate corporate identity and continue its commitment to its mission and purposes. The parties further agree that each will retain the legal right and authority to act independently in making various corporate actions and shall independently supervise control, and be responsible for each of its respective operations, employees, and agents. The undersigned represent that they have the authority to enter into this MOU.

An MSU Associate Provost and/or designated MSU liaison ("MSU representative") and accompanying support staff, appointed and paid by MSU, shall administer the MSU baccalaureate degree program at OTC's Lebanon Education Center. Likewise, OTC Provost/Vice Chancellor for Academic Affairs and/or designated OTC liaison ("OTC

representative”) and accompanying support staff, appointed and paid by OTC shall administer all of OTC’s programs. MSU shall have full responsibility and control over establishing, administering and managing all activities related to recruitment of students, admission, course offerings, hiring and reviewing faculty, programs, scheduling, and all related services attendant to offering a baccalaureate degree program; except that OTC shall provide office and classroom space as provided in this Agreement.

MSU AND OTC DEGREE/MAJOR PROGRAM DELIVERY AND COURSE OFFERINGS

Both OTC and MSU will work together to communicate on a regular basis all course/degree requirement changes.

MSU follows the statewide Transfer and Articulation policies with regard to general education requirements and Associate of Arts degrees and will continue to work with Ozarks Technical Community College to ensure a seamless transition for students from the A.A., A.S. and A.A.S. degrees to the bachelor’s degree level.

Courses shall be offered by MSU, at OTC’s Lebanon Education Center, during each of the two sixteen-week semesters and an eight-week summer semester. MSU, at OTC’s Lebanon Education Center, shall offer or arrange to be offered those courses necessary to satisfy the degree requirements, for completion of a bachelor’s degree in several different major areas of study. The course and residence requirements needed to obtain a degree from MSU, at OTC’s Lebanon Education Center, shall be clearly specified in the applicable academic policy.

MSU may offer any course on the Premises that OTC is not offering during that semester.

FACILITIES AND SERVICES AVAILABLE TO MSU

1. OTC is currently requesting funding and approvals for the construction of space located in Casey Hall at OTC’s Lebanon Education Center. In the event that the space located between column lines A and C in Casey Hall receives funding and approval for construction, the construction in-fill will be complete per Exhibit 1 for MSU programs at no cost to MSU except as outlined below. With the pending construction, the placement of the classrooms and offices will be mutually determined by the MSU representative and the OTC representative. The parties enter into this MOU with regard to the lease of approximately Twenty-Seven Hundred (2700) square feet of classroom/ITV classroom space as well as other space as outlined in this Agreement (“Premises”) on the terms set forth in this MOU. In any event, the Premises shall be finished with infill in accordance with Exhibit 1 (which will also include an outline of the classrooms and approximate square footage of said Premises). Said infill shall be complete by July 1, 2013 (“Target Date”).
2. Two offices will be provided within on the Property located in Casey Hall for MSU employees.

3. MSU shall designate one (1) classroom for interactive video courses, (ITV). The installation of the equipment required for ITV services must be coordinated with OTC's College Architect.
4. OTC will provide daily custodial services to the MSU office(s), common areas and classrooms. OTC will also pay all common area maintenance including but not limited to security, utilities, taxes, maintenance, repairs, renovations, internet and phone service. MSU agrees to contribute to common area maintenance costs if classes or events are scheduled beyond the normal operating hours of OTC's Lebanon Education Center.
5. OTC will provide up to 3 furnished general-purpose classrooms, including the ITV classroom referenced above, each capable of seating at least 24 students, that may be used weekdays between the hours of 7:00 AM and 10:00 PM. Hours on Saturday will be mutually reviewed and agreed upon.
6. OTC will provide one (1) furnished computer laboratory ("Lab"), upon MSU's request, and additional computer laboratory access if space is deemed available by OTC's liaison.
7. MSU students may receive a personal "Log In" account through OTC's computer system to access the internet, OTC instructional software applications, and e-mail system. Each MSU student requesting these services will be expected to pay OTC's Information Technology fees per semester, payable to the OTC business office.
8. Upon MSU's request, MSU faculty and staff may receive a personal "Log In" account through OTC's computer system to access the Internet, OTC instructional software applications, and e-mail system.
9. MSU shall provide its own office supplies, office machinery, including computers, and copy machines. MSU will be required to repair the equipment that MSU provides for use in their office and exclusive classrooms.
10. MSU shall return classrooms, offices and OTC equipment to OTC in same condition as was first provided, with normal wear and tear excepted. MSU must repair all damages that are the result of the removal of MSU's equipment.
11. OTC will provide access and troubleshooting for internet services, (including Internet access).
12. OTC agrees that MSU students and faculty at OTC's Lebanon Education Center shall have access to the available common facilities, based on approval/availability per OTC's designated liaison.
13. MSU students at OTC's Lebanon Education Center shall be issued MSU ID cards, and have access to all OTC functions and activities as any other OTC student. OTC picture ID cards shall be optionally furnished to any MSU student.

14. OTC shall provide MSU with developmental/remedial studies courses, including basic skills and study skills for any MSU student. The individual MSU student will be expected to enroll in an appropriate OTC course and pay the appropriate OTC tuition and fee charges. Tutoring services will be made available by OTC on an individual basis with a MSU ID card, depending on availability of OTC personnel and needs of OTC students given first priority.
15. MSU day/evening office hours should be listed on the exterior of the office door.
16. Design and location of all MSU exterior signage shall be mutually agreed upon by MSU and OTC. Signage on the buildings, located at OTC's Lebanon Education Center, is exclusive to OTC. MSU can share signage space with OTC on the existing monument sign. All MSU signage costs will be at MSU's expense.
17. MSU students, faculty, and staff will be expected to adhere to the same standards as OTC students, faculty, and staff in regard to the use of computer labs, room scheduling (including following established deadlines), and the ban of food in instructional areas. In the event of noncompliance, the MSU staff at OTC's Lebanon Education Center will be asked to correct the infraction. Should the noncompliance persist, the President/Chancellor of OTC and MSU, and or their designated liaisons, will confer to resolve the matter.
18. OTC shall provide access to parking for MSU students, faculty and staff within a reasonable distance of the Premises at no additional charge to MSU.
19. Common areas and parking areas are under OTC management and control.
20. In the event that MSU program growth warrants additional staffing, MSU and OTC will work together to locate suitable work space.

INSURANCE AND LEGAL RESPONSIBILITY

OTC shall maintain Commercial General Liability and Property insurance with limits of not less than One Million per occurrence/Two Million Dollars (\$2,000,000.00) aggregate.

As a Missouri public institution of higher education, MSU does not maintain general liability insurance. Instead, the school relies on the State Legal Expense Fund set forth in Missouri Revised States 105.711, as administered by the Office of the Attorney General of the State of Missouri.

MSU and OTC shall maintain Automobile Liability insurance which includes coverage for all owned vehicles with limits of not less than One Million Dollars (\$1,000,000.00) per accident/aggregate for bodily injury and property damage.

The parties shall maintain workers' compensation coverage for their employees.

To the extent permitted by law, and in any case construed in a fashion that does not waive governmental, sovereign, or official immunities, OTC agrees to defend, indemnify and hold harmless MSU, its officers, board members, employees, servants, affiliated organizations, insurers, agents and assigns from any and all claims, actions, causes of action, demands, suits, liabilities, losses or expenses in connection with bodily injury, personal injury or property damage resulting from the acts or omissions of OTC, its employees, students, agents or servants. To the extent permitted by law, and in any case construed in a fashion that does not waive 11th Amendment, governmental, sovereign, or official immunities, MSU agrees to defend, indemnify and hold harmless OTC, its officers, trustees, employees, servants, affiliated organizations and insurers from any and all claims, actions, causes of action, demands, suits, liabilities, losses or expenses in connection with bodily injury, personal injury or property damage resulting from the acts or omissions of MSU, its employees, agents or servants.

FACULTY

Faculty for MSU, at OTC's Lebanon Education Center, shall be selected and hired by MSU. The faculty shall meet MSU's requirements, academic rules and policies. MSU shall be solely responsible for compensating members of the MSU faculty at MSU pay rates.

It is contemplated that there will be faculty and cultural exchange programs between MSU and OTC.

FINANCIAL AGREEMENT

If the Premises is complete by the Target Date, in consideration for the above arrangement, MSU shall pay to OTC, on or before August 1, 2013, a sum equal to \$15,000.00 for the term commencing August 1, 2013 and extending through July 31, 2014. The Premises is assumed to be at least Twenty-Seven Hundred (2700) square feet, subject to final verification by MSU on or before August 1, 2013.

If MSU exercises their renewal option per the Term of The Lease Agreement section below, MSU shall pay to OTC, on or before August 1, 2014, a sum equal to \$22,000.00 for the term commencing August 1, 2014 and extending through July 31, 2015.

In the event that a disagreement arises the parties shall meet through their representatives in an attempt to resolve the dispute, and in the event the parties are unable to resolve the dispute, the matter shall be determined by an arbitrator mutually selected by the parties. If the parties are unable to agree on the arbitrator, each party shall select an arbitrator and the two arbitrators thus selected shall select a third arbitrator and the three arbitrators shall promptly proceed to resolve the dispute by majority vote.

TERM OF THE LEASE AGREEMENT

The term of the Lease Agreement shall be for a period of one year commencing August 1, 2013 and extending through July 31, 2014. In the event the facility is not complete by the target date, MSU, at its option, shall have the option to modify or terminate this Agreement and any accompanying Lease Agreement.

MSU shall have the option to extend the Lease Agreement for one year, effective August 1, 2014, by providing sixty (60) days' notice to OTC prior to the end of the initial term of the Lease Agreement, (July 31, 2014).

The parties shall enter into a Lease Agreement on or before May 1, 2013 subject to all necessary approvals.

REGULAR MEETINGS

The designated MSU representative and OTC representative shall meet at least once each academic semester to review and discuss the Center's program. In addition, the MSU Representative and the OTC representative shall hold an annual meeting sometime during the months of May or June to review and discuss the Center's program.

ADVISORY COMMITTEE

MSU and OTC shall mutually consider the use of a local Advisory Committee composed of interested members of the surrounding community. Advisory Committee members shall be selected jointly by designated liaisons from each institution. The purpose of the Advisory Committee shall be to:

- Help promote MSU, at OTC's Lebanon Education Center, in the region.
- Participate in generating particular and unique ideas for MSU, at OTC's Lebanon Education Center, and
- Advise the designated MSU Dean and/or designated MSU liaison of ways to help MSU at OTC's Lebanon Education Center, better meet the needs of students and the community.

COVENANTS

The parties mutually agree and make the following covenants:

- Use its best efforts to market and promote MSU, at OTC's Lebanon Education Center, in the region surrounding the education center.
- Agree to abide by all rules and regulations currently in effect at OTC which is pertinent to its use of OTC's facilities.
- Follow all written policy manuals adopted by MSU in administering the activities and programs of MSU, at OTC's Lebanon Education Center.

- Cooperate fully with OTC in developing and administering the programs.
- Cooperate with the designated Dean and/or designated liaison from the other party in continuing to foster, develop and administer its programs.

AMENDMENTS

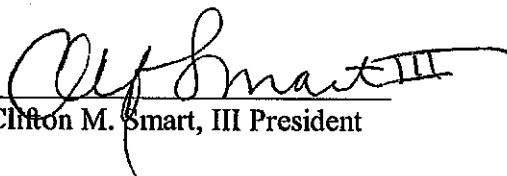
The terms of this Agreement may be amended or modified only by the signed written agreement of the President/Chancellor of each institution.

GOVERNING LAWS AND INTERPRETATION

Missouri law shall govern the interpretation of this Agreement. The headings to the various paragraphs of this Agreement have been inserted for reference only and shall not, to any extent, have the effect of modifying, amending or changing the express terms and provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this AGREEMENT on this 25 day of February, 2013.

MISSOURI STATE UNIVERSITY

By 
Mr. Clifton M. Smart, III President

OZARKS TECHNICAL COMMUNITY COLLEGE

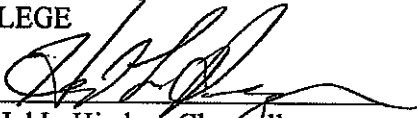
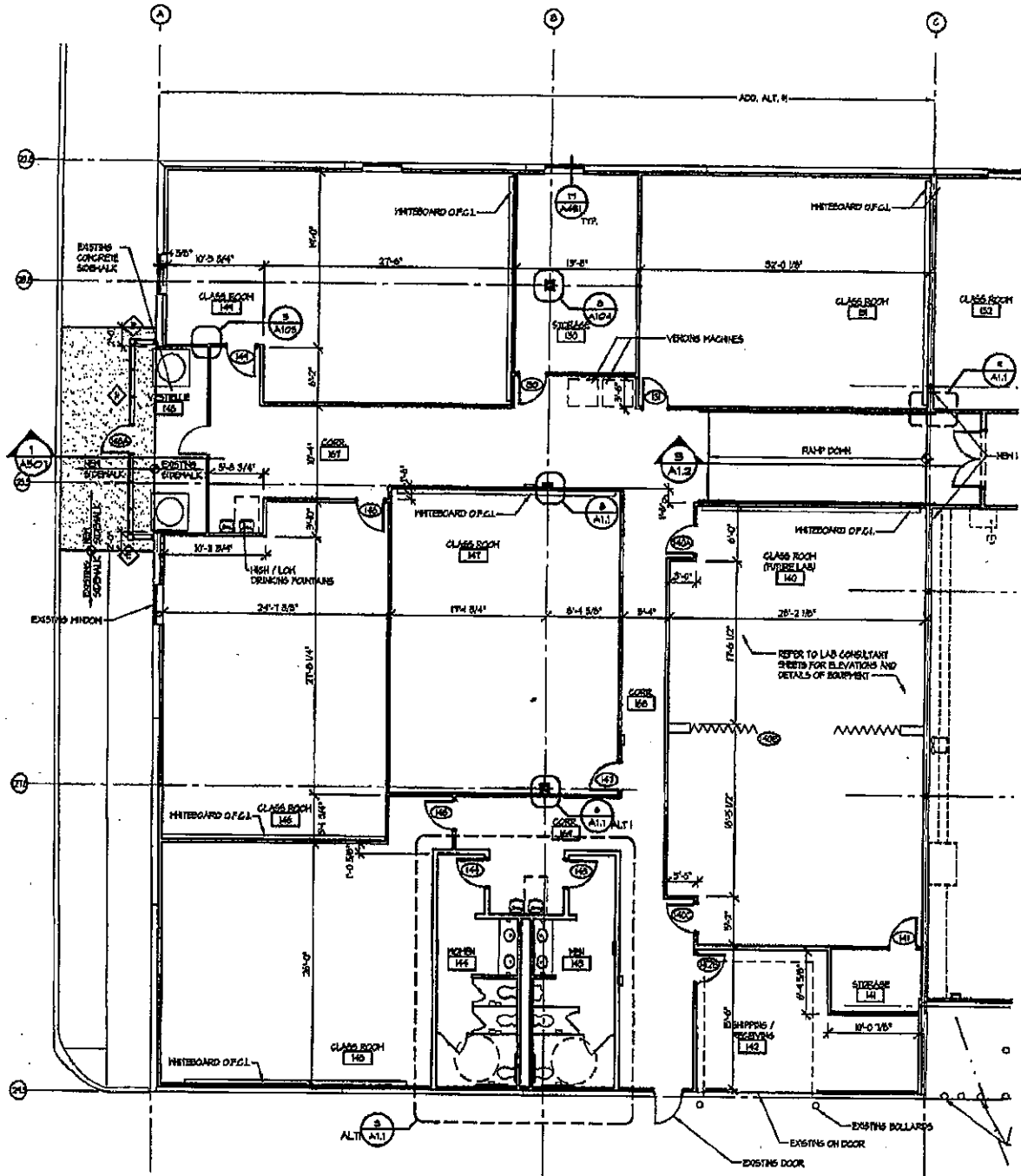
By 
Dr. Hal L. Higdon, Chancellor

EXHIBIT 1



2 ENLARGED FLOOR PLAN - SPRINGFIELD BUILDING
 5/32"=1'-0"

Exhibit B

Lessor is currently requesting funding and approvals for the construction of space located in Casey Hall at Lessor's Lebanon Education Center. In the event that the space located between column lines A and C in Casey Hall receives funding and approval for construction, the construction in-fill will be completed with the placements of the Classrooms (defined herein below) and offices to be mutually determined by the Lessee representative and Lessor representative. Said infill shall be complete by July 1, 2013.

Approximately Two Thousand Seven Hundred (2,700) square feet in Casey Hall at Lessor's Lebanon Education Center at 22360 Hwy Mm, Lebanon, Missouri 65536. As more particularly described as: three (3) furnished general-purposes classrooms, with each classroom capable of seating at least twenty-four (24) students (the "Classrooms"); one of the Classrooms may be designated for interactive video courses ("ITV"); and two (2) offices for Lessee's employees.

As further described on Exhibit B-1 attached.

III.D.4.

RECOMMENDED ACTION – Approval of a lease agreement for general classroom and support space with the Illinois Place, LLC, Joplin Missouri.

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

WHEREAS, since August 1, 2010, Missouri State University has leased approximately 2,380 square feet of general classroom and support space located at 724 Illinois Joplin, Suite 724, Joplin, Missouri, from Illinois Place, LLC, for use by the University’s outreach program in the Joplin area;

WHEREAS, University’s current lease agreement with Illinois Place, LLC commenced on August 1, 2014 and expires on July 31, 2016; and

WHEREAS, University desires to continue its lease of the aforementioned property for another year, commencing on August 1, 2016 and continuing through July 31, 2017, and at a rate of Eleven Dollars (\$11.00) per square feet, payable in monthly installments of Two Thousand, One Hundred and Eighty-Two Dollars and No Cents (\$2,182.00), subject to the terms and conditions of the attached Lease Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors for Missouri State University that the attached Lease Agreement, attached hereto be approved and 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:

This lease provides educational space for the University’s Missouri State Outreach program in the Joplin, Missouri area.

Missouri State Outreach has leased this property since August 1, 2010.

Illinois Place, LLC

Lease Agreement

THIS LEASE, made and entered into this 1st day of August, 2016, between Illinois Place, LLC, (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: premises located at **724 Illinois, Joplin, Missouri**, which is **approximately 2380 square feet**, herein **Suite 724**, and all of any common areas and facilities, if any, appurtenant to said real property ("**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.
2. **Term.** The term of this Lease shall be for approximately **1 year**, commencing on **August 1, 2016**, and terminating on **July 31, 2017**, subject to renewal as set forth herein.
3. **Renewal.** Lessee may renew the Lease for an additional 1 year or more term by giving Lessor advance written notice not less than sixty days prior to expiration of the initial and subsequent renewal term of this Lease, of its intention to renew the Lease. 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.**
 - a. **Base Rent.** Lessee agrees to pay Lessor at Lessor's address set forth herein, or at such other place as Lessor may designate in writing, **equal monthly installments of \$ 2,182.00 (Two Thousand, One Hundred and Eighty-Two Dollars)**, upon the first day of each and every month throughout the term of this Lease beginning on August 1, 2014. 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.
5. **Security Deposit.** Upon the execution of the original Lease dated August 15, 2010, Lessee deposited with Lessor the sum of \$ 1,884 (One Thousand Eight Hundred Eighty-Four Dollars), receipt of which is hereby acknowledged by Lessor to guaranty faithful performance of

this Lease by Lessee. Said sum shall be held by the Lessor and applied to this Lease as follows:

- a. toward any amounts due to Lessor from Lessee under the Lease at the time of its termination;
- b. to clean up Premises at the conclusion of the Lease, if not left in a satisfactory condition;
- c. to repair any damage to Premises or its contents beyond ordinary wear and tear, including scratches, burns, stains or other damage to the floors, doors, walls, carpets, fixtures or any other portion of Premises.
- d. The balance of the security deposit will be mailed to Lessee's forwarding address, along with an itemized accounting of any deductions and applications of the funds, no later than thirty (30) days after vacation of Premises. If the amount of the security deposit is insufficient to cover the charges, deductions and other unpaid sums due under this Lease, then the Lessee will pay such excess amount upon written demand.

6. **Use of Premises.** Lessee shall use Premises for educational 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.

7. **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 same do not exceed \$30,000.00 each without 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.

8. **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.

9. **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, which consent shall not be unreasonably withheld, except that Lessee may sublease to its related corporations. Assignment by Lessee shall not relieve Lessee of any of the obligations of this lease. Any transfer of fifty percent (50%) or more of Lessee's assets or stock shall be deemed an assignment requiring Lessor's consent, except as a result of a public offering which occurs in a major security exchange.

10. Maintenance.

a. Lessor shall maintain and keep in good repair the foundation, lateral support, root walls, structural parts and all exterior 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. 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 and shall, at its own cost and expense, provide all maintenance and repairs to the plumbing and electrical systems including fixtures which exclusively serve the premises, interior walls/doors/windows and exterior doors and windows. Lessee shall at all times, at its sole cost and expense, keep the interior walls, ceiling, floor, floor coverings, doors and windows (excluding any glass breakage), gas, electrical, plumbing fixtures and sewer inside premises, as well as the HVAC system, in good working condition, including routine inspections, any necessary repairs and maintenance, as well as replacement of all filters to heating and air conditioning system.

c. Lessee shall also remove all snow or debris from the sidewalk in front of and behind the leased premises.

11. **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

untenantable 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.

12. 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.

13. Facade Signage. Signage space will be available on the facade of the building for Lessee's d.b.a. name. Lessor has the right to establish standards for this signage with respect to size, coloring, materials, content, and style. Lessee must submit a sign plan to Lessor and this plan must be agreeable to Lessor, which consent shall not be unreasonably withheld, before the sign is placed. The costs of designing, purchasing and placement and maintenance of this signage will be the responsibility of Lessee.

14. 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.

15. 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 ten (10) 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, (c) the Lessee shall be declared bankrupt or insolvent according to law, (d) any assignment of Lessee's property shall be made for the benefit of creditors, or (e) on the expiration of this lease Lessee fails to surrender possession of said leased Premises.

a. Neither the termination of this Lease by forfeiture nor the taking or recovery of possession of Premises shall deprive Lessor of any other action, right or remedy against Lessee for possession,

rent or damages, nor shall any omission by Lessor to enforce any forfeiture, right or remedy to which Lessor may be entitled be deemed a waiver by Lessor of the right to enforce the performance of all terms and conditions of this lease by Lessee.

b. In the event of any re-entry by Lessor, Lessor may lease or re-let Premises in whole or in part to any tenant or tenants who may be satisfactory to Lessor, for any duration, and for the best rent, terms and conditions as Lessor may reasonably obtain. Lessor shall apply the rent received from any new tenant first to the cost of retaking and re-letting Premises, including remodeling required to obtain any new tenant, and then to any arrears of rent and future rent payable under this Lease and any other damages to which Lessor may be entitled hereunder. Lessee shall pay monthly any deficiency in rent for the balance of the lease term. Failure to pay any monthly deficiency shall be grounds to accelerate the amount due so that Lessee shall immediately owe the then monthly deficiency times the number of remaining months of the term of the lease.

c. Any property which Lessee leaves on Premises after abandonment or expiration of the Lease, or for more than ten (10) days after any termination of the Lease by Lessor, shall be deemed to have been abandoned, and Lessor may remove and sell said property at public or private sale as Lessor sees fit, without being liable for any prosecution therefor or for damages by reason thereof; and the net proceeds of said sale shall be applied toward the expenses of Lessor and rent as aforesaid, and the balance of such amounts, if any, shall be held for and paid to the Lessee.

16. 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. 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.

19. 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: Illinois Place, LLC
Attn: Cynthia Butler
1301 Cambridge Road
Joplin, MO 64801

Lessee: Board of Governors
Missouri State University
Attn: Mr. Matt Morris
Vice President for Administrative Services
Carrington - 104
901 South National Avenue
Springfield, MO 65897

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

20. 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 1st day of August, 2016.

LESSOR:
Illinois Place, LLC
1301 Cambridge Road
Joplin, MO 64801

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

By: _____
Cynthia Butler

By: _____
Matt Morris
Vice President for Administration Services

III.D.5.

RECOMMENDED ACTION – Approval of Amendment #7 to Lease Agreement with Mercy Health Springfield Communities, formerly St Johns Health Systems Inc. at Jordan Valley Innovation Center.

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

WHEREAS, the University and Mercy Health Systems, Inc. (“Mercy”) have an existing Lease Agreement dated August 1, 2008, which has been amended at various times (via amendments dated July 24, 2009 (“Amendment #1), September 11, 2009 (“Amendment #2), October 7, 2009 (“Amendment #3), March 1, 2011 (“Amendment #4), July 1, 2011 (“Amendment #5), and September 16, 2015 (“Amendment #6)) (collectively the “Lease,” attached hereto);

WHEREAS, the term of the Lease currently runs through September 30, 2016, and the parties desire to again amend the Lease in order to extend its term for another 24 months (i.e., through September 30, 2018);

WHEREAS, Mercy further desires to vacate certain space that it currently occupies on the 6th floor of Buildings 1 & 2 of JVIC, while leasing and/or relocating to the 3rd and 4th floors of Buildings 1 & 2 of JVIC, which will provide Mercy with a total of 9,248 square feet (representing an additional 4,624 square feet of space);

WHEREAS, after September 30, 2018, the parties desire to permit the Lease to renew for additional two-year renewals provided notice of extension is given 30 days before the end of the then current term; and

WHEREAS, all of the aforementioned terms and conditions are memorialized in the proposed Amendment #7, which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors of Missouri State University that Amendment #7, attached hereto, be approved and that the Interim Vice President for Administrative and Information Services be authorized to sign said amendment and renewals on behalf of the Board of Governors.

VOTE: **AYE** _____

NAY _____

COMMENTS: Amendment #7 allows Mercy Health Springfield Communities to move from the 6th floor of JVIC (4,624 square feet) to the 4th floor of JVIC (4,624 square feet) Buildings 1 and 2 and add an additional 4,624 square feet on the 3rd floor of Buildings 1 and 2. This also allows Mercy Health Springfield Communities to extend the lease through September 30, 2018 and permits automatic two-year renewals thereafter.

AMENDMENT #7 TO LEASE AGREEMENT

This Amendment #7 to Lease Agreement (“Amendment #7”) is entered into effective the 1st day of August 2016, by and between the Board of Governors of Missouri State University (“Landlord”) and Mercy Health Springfield Communities, a non-profit corporation, (“Tenant”).

RECITALS

WHEREAS, Landlord and Tenant are parties to a Lease Agreement dated August 1, 2008, by and through which Tenant leased certain space at Landlord’s Jordan Valley Innovation Center (“JVIC” or “Building”) for an initial one-year term (“Lease”);

WHEREAS, the Lease as amended on or about July 24, 2009 in order to extend the term of the lease for a period of three (3) months (i.e., through October 31, 2009) (“Amendment #1”);

WHEREAS, the Lease was amended on or about September 11, 2009 in order to correct certain terms pertaining to the aforementioned extension of the Agreement (“Amendment #2”);

WHEREAS, the Lease was amended on or about October 7, 2009 in order to extend the term of the Lease for a period commencing on November 1, 2009 and continuing through September 30, 2011, and to increase the leased premises from 1,900 square feet to 3,800 square feet (“Amendment #3”);

WHEREAS, the Lease was amended on or about March 1, 2011 in order to correct certain scrivener’s errors pertaining to the size of the leased premises, thereby confirming that the size of the leased premises is 4,624 square feet (“Amendment #4”);

WHEREAS, the Lease was amended on or about July 1, 2011 in order to permit additional renewal of the lease term (“Amendment #5”), by which mechanism the lease term was subsequently renewed through September 30, 2015;

WHEREAS, the Lease was amended on or about September 16, 2015, in order to extend the lease term from October 1, 2015 through March 31, 2016 (“Amendment #6”);

WHEREAS, the Lease was thereafter extended for an additional six-month term, running through September 30, 2016;

WHEREAS, Tenant and Landlord desire to again amend the Lease in order to extend the term of the Lease;

WHEREAS, Landlord further desires to lease an additional 4,624 square feet of space on the 3rd floor of Buildings 1 and 2 of JVIC to Tenant and Tenant desires to occupy such space subject to the terms and conditions set forth herein; and

WHEREAS, Tenant has requested and Landlord has approved to relocate their original 4,624 square feet of space from the 6th floor of Buildings 1 and 2 to the 4,624 located on 4th floor of Buildings 1 and 2 of JVIC.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. PREMISES: Effective August 15, 2016, Tenant shall vacate the 6th floor of Buildings 1 & 2 of JVIC and relocate and lease the 3rd and 4th floors of Buildings 1 & 2 of JVIC, which comprise a total of 9,248 square feet.
2. TERM: Article II, Section 2 delete and replace with:
 - a. The term of the Lease is hereby extended for a period of 24 months, commencing on October 1, 2016 and expiring on September 30, 2018 unless extended or earlier terminated pursuant to the lease.
 - b. This Lease may be extended for additional two year renewal terms (each such two year period being a Renewal Term), on the terms as set forth in this Lease Agreement, by written notice from Lessee to Lessor at least thirty (30) days before the end of the then current term; provided however that for each successive renewal term the annual rental payment shall adjust as set forth in II.3.b (2) of this Lease Agreement and provided Landlord agrees in writing to the extensions within thirty (30) days of receiving notice of extension.
3. RENT: The lease rate as of August 15, 2016 will be \$15.74, which rate shall remain in full force and effect for the duration of the renewed term. Subsequent renewals will be calculated subject to Section 3.b (2). The total annual rent is \$145,563.52 payable in eight monthly installments of \$12,130.29 and four monthly installments of \$12,130.30, through the end of the lease term.
4. RATIFICATION: Except as expressly modified by this Amendment, all terms and provisions of the Lease, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to Lease Agreement effective as of the date first set forth above.

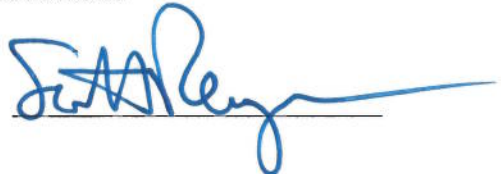
Landlord:

The Board of Governors of Missouri
State University

By: _____

Tenant:

Mercy Health Springfield
Communities

By:  _____

III.D.6.

RECOMMENDED ACTION – Approval of Amendment #2 to Lease Agreement with ESM Technologies Inc. at the Jordan Valley Innovation Center (JVIC).

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

WHEREAS, the University and ESM Technologies, Inc. (“ESM”) have an existing Lease Agreement dated December 1, 2015 (“Lease”) (attached hereto);

WHEREAS, the Lease was amended on November 18, 2015 in order to renew the Lease through November 30, 2016 and to increase the renewal rent rate to One Thousand Three accordingly (“Amendment #1”);

WHEREAS, pursuant to the Lease, ESM leases shared laboratory workspace and three cubicles located on the 3rd floor of Buildings 1 and 2 of the Jordan Valley Innovation Center (“Leased Space”);

WHEREAS, the parties desire to relocate ESM’s Leased space to the 6th Floor of JVIC Buildings 1 and 2 , effective August 15, 2016; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors of Missouri State University that Amendment #2, attached hereto, be approved and that the Vice President for Administrative Services be authorized to sign said amendment and renewals on behalf of the Board of Governors.

VOTE: **AYE** _____

NAY _____

COMMENTS: Amendment #2 allows ESM Technologies, Inc. to relocate the lease of shared space on the 3rd floor of Buildings 1 and 2 of JVIC to the 6th floor of Buildings 1 and 2 of JVIC.

AMENDMENT #2 TO LEASE AGREEMENT

This Amendment #2 to Lease Agreement (“Amendment #2”) is entered into effective the 15th day of August 2016, by and between the Board of Governors of Missouri State University (“Landlord”) and ESM Technologies, Inc., a Missouri corporation, hereinafter “ESM” or “Lessee” or “Tenant”.

RECITALS

WHEREAS, Landlord and Tenant are parties to a Lease Agreement dated December 1, 2014 (“Lease”), which was subsequently amended on November 18, 2016 in order to renew the term of the Lease through November 30, 2016, and to adjust the renewal rent rate accordingly (“Amendment #1”); and

WHEREAS, the parties desire to relocate the Premises (as defined below) from the 3rd Floor JVIC Buildings 1 and 2 to the 6th Floor of JVIC Buildings 1 and 2.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Demise: Article II, Section 1 shall be deleted in its entirety and replaced with the following:
 - a. Upon the terms and conditions hereinafter expressed, Lessor hereby leases to the Lessee shared lab workspace on the sixth floor of buildings one and two described on Exhibit 1 (the “Premises”) located in the Jordan Valley Innovation Center building (“Shared Space”) located in the JVIC Building at 524 N. Boonville Ave, Springfield, Greene County, Missouri

Lessee shall have the non-exclusive right with others designated by Lessor to the free use of the common areas on the first floor in the Building and of the Land on which the Building is located for the intended and normal purposes of such common areas. As used herein, "common areas" include elevators, sidewalks, parking areas, driveways, hallways, stairways, public bathrooms, common entrances, lobby and other similar public areas and access ways. Lessor may make any changes or modifications to the common areas provided that such changes shall not materially and unreasonably interfere with the Lessee's access to the Premises or use of the Premises for the purposes permitted hereunder.

2. RATIFICATION: Except as expressly modified by this Amendment #2, all terms and provisions of the Lease, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment #2 to Lease Agreement effective as of the date first set forth above.

Landlord:

Tenant:

The Board of Governors of Missouri
State University

ESM Technologies Inc.

By: _____

By: M. L. O'Leary

MISSOURI STATE UNIVERSITY

III.E.1.

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

RANKED FACULTY APPOINTMENT:

<u>Name</u>	<u>Position-Department</u>	<u>Salary</u>	<u>Effective</u>
Donald Bradley Snow	Assistant Professor Music (12-month appointment)	\$70,000 annually	07/01/16
Jo Ellen Branstetter-Hall	Assistant Professor Nursing (12-month appointment)	\$78,000 annually	08/01/16
Qiang Chen	Assistant Professor School of Social Work	\$55,000 annually	08/15/16
James R. Galloway	Assistant Professor Kinesiology	\$53,000 annually	08/15/16
Maia N. Moore	Assistant Professor Counseling, Leadership & Special Ed.	\$55,000 annually	08/15/16
Tayo D. Obafemi-Ajayi	Assistant Professor Cooperative Engineering	\$73,500 annually	08/15/16
Kimberly J. Stormer	Assistant Professor Reading, Foundations & Technology	\$55,000 annually	08/15/16
Randi J. Ulbricht	Assistant Professor Biomedical Sciences	\$55,000 annually	08/15/16
John Zastoupil	Assistant Professor Music (12-month appointment)	\$65,000 annually	08/15/16

UNRANKED FACULTY APPOINTMENTS (Term):

<u>Name</u>	<u>Position-Department</u>	<u>Salary</u>	<u>Effective</u>
Kimberly I. Ireland	Clinical Instructor	\$57,000	06/06/16
	Communication Sciences & Disorders (12-month appointment)	annually	06/30/17
Sarah M. Jones	Clinical Instructor	\$57,000	07/01/16
	Communication Sciences & Disorders (12-month appointment)	annually	06/30/17
Jonathan Ash	Instructor	\$45,000	08/15/16
	Media, Journalism & Film	annually	05/19/17
Deana Butcher	Instructor	\$40,000	08/15/16
	Communication	annually	05/19/17
Yan Chen	Instructor	\$40,000	08/15/16
	Computer Information Systems	annually	05/19/17
Galen Eakins	Visiting Assistant Professor	\$43,000	08/15/16
	Chemistry	annually	05/19/17
Andy Goodwin	Artist-in-Residence	\$40,000	08/15/16
	Art & Design	annually	05/19/17
Jason Howard	Instructor	\$40,000	08/15/16
	Communication	annually	05/19/17
Lauren E. Jones	Clinic Director	\$67,000	09/01/16
	Clinical Assistant Professor	annually	06/30/17
	Communication Sciences & Disorders (12-month appointment)		

(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>
Brian R. Calfano	Associate Professor Political Science	05/13/16
Shannon McMurtrey	Senior Instructor Computer Information Systems	05/13/16
Amanda M. Perkins	Assistant Professor Kinesiology	05/13/16
Charles P. Scott	Assistant Professor Economics	05/13/16
Michael Stout	Associate Professor Sociology & Anthropology	05/13/16
HaeMin Yu	Assistant Professor Childhood Ed. & Family Studies	05/13/16
Elisabeth C. Bell	Clinical Assistant Professor Communication Sciences & Disorders (12-month appointment)	06/30/16
Donna Breault	Professor College of Education (12-month appointment)	06/30/16

RETIREMENTS:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Cynthia K. Hail	Professor Childhood Ed. & Family Studies	05/13/16
Diane May	Assistant Professor Geography, Geology & Planning	05/13/16

NON-REAPPOINTMENTS:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
John C. Brown	Artist-in-Residence Theatre & Dance	05/13/16

Academic Personnel Board Actions, cont'd.

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Craig Davis	Visiting Instructor Music	05/13/16
Arthur Steven Younger	Research Professor JVIC (12-month appointment)	06/30/16

CHANGE OF STATUS:

<u>Name</u>	<u>Position-Department</u>	<u>Action</u>	<u>Effective</u>
Daniel W. Beckman	Associate Dean College of Natural & Applied Sciences Professor Biology	Reappointment	05/31/16 06/30/18
Barry Cobb	From: Interim Department Head Management Clinical Assistant Professor Management \$71,260 annually (\$3,750 monthly supplemental) To: Clinical Assistant Professor Management \$71,260 annually	Change of Status	06/01/16
Michele D. Smith	From: Assistant Professor Counseling, Leadership & Special Ed. \$55,990 annually To: Assistant VP Student Affairs Multicultural Services Assistant Professor Counseling, Leadership & Special Ed. \$90,000 annually	Change of Status	06/01/16

Academic Personnel Board Actions, cont'd.

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Louise L. Bigley	From: Clinical Instructor Nursing \$52,697 annually (9-month appointment) To: Assistant Professor Nursing \$77,000 annually (12-month appointment)	Change of Status	06/06/16
Dea Borneman	Associate Professor Library From: \$51,182 annually (9-month appointment) To: \$69,608 annually (12-month appointment)	Change of Status	07/01/16
Jeremy A. Chesman	From: Professor Music \$72,495 annually To: Interim Department Head Theatre & Dance Professor Music \$73,945 annually (\$1,458 monthly supplemental)	Change of Status	07/01/16 06/30/17
Ronald Coulter	Department Head Marketing Interim Department Head Merchandising & Fashion Design Professor Marketing	Reappointment	07/01/16 06/30/17

Academic Personnel Board Actions, cont'd.

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Christopher J. Craig	<p>From: Associate Provost-Faculty & Academic Affairs Office of the Provost Professor Reading, Foundations & Technology</p> <p>To: Deputy Provost Office of the Provost Professor Reading, Foundations & Technology</p>	Title Change	07/01/16
Rachelle Darabi	<p>Associate Provost Student Development & Public Affairs Office of the Provost Professor English</p>	Reappointment	07/01/16
William P. Deal	<p>From: Assistant Director Learning Diagnostic Clinic Associate Professor \$69,101 annually (12-month appointment)</p> <p>To: Department Head Psychology Associate Professor Psychology \$97,293 annually (12-month appointment)</p>	Change of Status	07/01/16
Nancy M. Dion	<p>From: Assistant Professor Physician Assistant Studies</p> <p>To: Faculty Emeritus Physician Assistant Studies</p>	Change of Status	07/01/16
William B. Edgar	<p>Clinical Associate Professor Library</p>	Continuation of Appointment	07/01/16 07/31/16

Academic Personnel Board Actions, cont'd.

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James Satterfield	Department Head Counseling, Leadership & Special Ed.	Change in Start Date	07/01/16
Byron Stewart	From: Assistant Professor Library To: Faculty Emeritus Library	Change of Status	07/01/16
Stanley R. Adamson	From: Associate Professor Finance & General Business To: Faculty Emeritus Finance & General Business	Change of Status	08/01/16
Karen Engler	From: Clinical Professor Communication Sciences & Disorders \$78,351 annually (12-month appointment) To: Director of Secondary Education Educator Preparation Provider Clinical Professor Communication Sciences & Disorders \$78,351 annually (\$1,000 monthly supplemental) (12-month appointment)	Change of Status	08/01/16
Robert L. Norton	From: Professor Modern & Classical Languages To: Faculty Emeritus Modern & Classical Languages	Change of Status	08/01/16
Paul Rollinson	From: Professor Geography, Geology & Planning To: Faculty Emeritus Geography, Geology & Planning	Change of Status	08/01/16

Academic Personnel Board Actions, cont'd.

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Patti R. Salinas	From: Department Head Criminology & Criminal Justice Professor Criminology & Criminal Justice \$103,327 annually (12-month appointment) To: Professor Criminology & Criminal Justice \$91,800 annually (9-month appointment)	Change of Status	08/01/16
Michael W. Scroggins	From: Senior Instructor Computer Science To: Faculty Emeritus Computer Science	Change of Status	08/01/16
William A. Wedenoja	From: Professor Sociology & Anthropology To: Faculty Emeritus Sociology & Anthropology	Change of Status	08/01/16
Melissa Burnett	Professor Marketing From: \$111,980 annually To: \$119,320 annually	Salary Adjustment	08/15/16
Barbara Bushman	Professor Kinesiology From: \$88,631 annually To: \$95,504 annually	Salary Adjustment	08/15/16
William B. Edgar	Clinical Associate Professor Library From: \$78,760 annually (12-month appointment) To: \$65,688 annually (9-month appointment)	Change of Status	08/15/16 05/19/17

Billie Follensbee	Professor Art & Design From: \$71,205 annually To: \$77,729 annually	Salary Adjustment	08/15/16
Richard Garrad	Professor Biomedical Sciences From: \$82,888 annually To: \$89,646 annually	Salary Adjustment	08/15/16
Randall Hamm	Professor Music From: \$65,827 annually To: \$72,244 annually	Salary Adjustment	08/15/16
Cedomir Kostovic	Professor Art & Design From: \$77,890 annually To: \$84,548 annually	Salary Adjustment	08/15/16
Wenping Qio	Research Professor Agriculture From: \$76,026 annually To: \$82,647 annually	Salary Adjustment	08/15/16

REAPPOINTMENTS:

Non-tenured, unranked faculty, effective August 15, 2016 through May 19, 2017, unless otherwise noted.

COLLEGE OF BUSINESS

Department of Computer Information Systems

Michael Andrew Albritton	Instructor
Richard L. Burton	Instructor
Michelle Hulett	Senior Instructor
Radhika Kaula	Instructor
Patrick R. Sells	Instructor
Jo Lynne Stalnaker	Instructor
Cathryn A. Van Landuyt	Senior Instructor

Department of Management

Joyce Lopez

Senior Instructor

Glenn Pace

Senior Instructor

COLLEGE OF EDUCATION

Department of Childhood Education & Family Studies

Christine L. Combs

Instructor

Department of Counseling, Leadership & Special Education

James C. Matthews

Instructor

Department of Greenwood Laboratory School

Shelby M. Setzer

Visiting Instructor

COLLEGE OF HUMANITIES & PUBLIC AFFAIRS

Department of Sociology & Anthropology

Lyle Q. Foster

Instructor

Christina L. Ryder

Instructor

Jason A. Shepard

Instructor

SCHOOL OF AGRICULTURE

Department of Agriculture

Marilyn B. Odneal

Clinical Instructor

(07/01/16 – 06/30/17)

Vote: _____ Yea

_____ Nay

COMMENTS:

Donald Bradley Snow, Assistant Professor, Music

D.M.A. University of Southern Mississippi, 2006
M.M. University of Southern Mississippi, 2002
B.S.Ed. University of Missouri, 1992

Experience: 2010 – present, Associate Teaching Professor, University of Missouri, Columbia, Missouri; 2006 – 2010, Assistant Professor/Associate Director of Bands, Oklahoma State University, Stillwater, Oklahoma; 2002 – 2006, Assistant Professor/Assistant Director of Bands, University of Southern Mississippi, Hattiesburg, Mississippi; 2004 – 2005, Adjunct Instructor/Brass Instructor, Jones County Junior College, Ellisville, Mississippi & Pearl River Community College, Poplarville, Mississippi; 2001 – 2004, Assistant Director of Athletic Bands/ Graduate Teaching Assistant, University of Southern Mississippi, Hattiesburg, Mississippi; 1992 – 1997, Director of Bands, Warrenton High School, Warrenton, Missouri.

Jo Ellen Branstetter-Hall, Assistant Professor, Nursing

Ph.D. University of Kansas, 2007
M.S. University of Kansas, 1997
M.S. Pittsburg State University, 1992
B.S. Pittsburg State University, 1984

Experience: 2014 – present, Staff Nurse, Citizens Memorial Hospital, Bolivar, Missouri; 2000 – 2003, Staff Nurse, Cox Medical Center South, Springfield, Missouri; 1992, Staff Nurse, Heartland Hospital, Nevada, Missouri; 1991 – 1992, Executive Director District II, American Cancer Society, Kansas Division, Topeka, Kansas.

Qiang Chen, Assistant Professor, School of Social Work

Ph.D. State University of New York, 2015
M.S.W. State University of New York, 2011
M.A. Peking University, 2003
L.L.B. China Youth University, 2000

Experience: 2015 – present, Instructor, State University of New York, Albany, New York; 2015 – present, Co-Principal Investigator, Renmin University of China, Beijing China; 2015, Teaching Assistant, State University of New York, Albany, New York; 2009 – 2011, Research Assistant, State University of New York, Albany, New York; 2005 – 2006, Principal Investigator, Save the Children/UK China Programme, Xinjiang and Yunnan, China; 2001 – 2002, Instructor, Beijing City College, Beijing, China.

James R. Galloway, Assistant Professor, Kinesiology

Ph.D. University of Mississippi, Expected August 2016
M.S. Mississippi State University, 2012
B.S. Belhaven University, 2011

Experience: 2013 – present, Graduate Teaching Instructor, University of Mississippi, University, Mississippi; 2013 – present, Graduate Research Assistant, University of Mississippi, University, Mississippi; 2012, Instructor, Belhaven, University, Jackson, Mississippi; 2011 – 2012, Graduate Research Assistant, Mississippi, University, Mississippi; 2010- 2011, Academic Mentor/Advisor, Belhaven University, Jackson, Mississippi.

Maia N. Moore, Assistant Professor, Counseling, Leadership & Specialist Ed.

Ph.D. Southern Illinois University, Expected May 2016
M.S. University of La Verne, 2010
B.A. Whittier College, 2006

Experience: Fall 2014, Instructor, Southern Illinois University, Carbondale, Illinois; Summer 2014, Instructor, Southern Illinois University, Carbondale, Illinois; Spring 2014, Instructor & Supervisor, Southern Illinois University, Carbondale, Illinois; Summer 2013, Instructor, Southern Illinois University, Carbondale, Illinois; Fall & Spring 2013 – 2015, Co-instructor & Supervisor, Southern Illinois University, Carbondale, Illinois; Fall 2013, Teaching Assistant & Supervisor, Southern Illinois University, Carbondale, Illinois.

Tayo D. Obafemi-Ajayi, Assistant Professor, Cooperative Engineering

Ph.D. Illinois Institute of Technology, 2010
M.S. Illinois Institute of Technology, 2001
B.S. Illinois Institute of Technology, 2000

Experience: 2015 – present, Lecturer, Missouri University of Science & Technology, Rolla, Missouri; 2011 – 2015, Adjunct Faculty, Ozarks Technical College, Lebanon, Missouri; 2005 – 2007, Teaching Assistant, Illinois Institute of Technology, Chicago, Illinois; 2004 – 2005, Supplementary Instructor/Assistant Director, Illinois Institute of Technology, Chicago, Illinois; 2000 – 2001, Graduate Assistant, Illinois Institute of Technology, Chicago, Illinois.

Kimberly J. Stormer, Assistant Professor, Reading, Foundations & Technology

Ph.D. University of Oklahoma, 2013
M.S. Cameron University, 2006
M.A. Cameron University, 2005
B.A. Cameron University, 2004

Experience: 2015 – present, Program Coordinator, Murray State University, Murray, Kentucky; 2013 – present, Assistant Professor, Murray State University, Murray, Kentucky; 2014 – 2015, Clinical Field Supervisor, University of Oklahoma, Norman, Oklahoma; 2012 – 2013, Specialist for School Improvement, Oklahoma State Department of Education, Oklahoma City, Oklahoma; 2006 – 2012, Middle School English Teacher, Lawton Public Schools, Lawton, Oklahoma; 2004 – 2006, High School English Teacher, Lawton Public Schools, Lawton, Oklahoma.

Randi J. Ulbricht, Assistant Professor, Biomedical Sciences

Ph.D. University of Missouri, 2008
M.S. University of Missouri, 2005
B.S. Missouri State University, 2001

Experience: 2005 & 2007, Grading Assistant, University of Missouri, St. Louis, Missouri; 2006 – 2007, Graduate Teaching Fellow, University of Missouri, St. Louis, Missouri; 2005 – 2007, Tutor, University of Missouri, St. Louis, Missouri; 2005 – 2007, Teaching Assistant, University of Missouri, St. Louis, Missouri.

John Zastoupil, Assistant Professor, Music

D.M.A. Northwestern University, 2014
M.Mus. University of Michigan, 2007
B.M.Ed. Baylor University, 2005

Experience: 2012 – present, Assoc. Director of Bands/Assistant Professor, University of Texas at Arlington, Arlington, Texas; 2010 – 2012, Doctoral Conducting Assistant, Northwestern University Bienen School of Music, Evanston, Illinois; 2007 – 2010, Associate Director of Bands/Lecturer II, Eastern Michigan University, Ypsilanti, Michigan; 2005 – 2007, Graduate Student Instructor, University of Michigan School of Music, Ann Arbor, Michigan; 2005, Student Teacher, Westlake High School/Hill Country Middle School, Austin, Texas.

ADDENDUM A

The following have been appointed as Per Course Faculty for the spring semester: January 11, 2016 through May 13, 2016.

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Buergler, Melanie	Psychology	\$110.00
Manley, Heather	Psychology	\$385.00
Trobisch, Stephen	Modern & Classical Languages	\$450.00

The following have been appointed as Per Course Faculty for the fall semester: August 22, 2016 through December 16, 2016.

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Allen, Nancy	Finance & General Business	\$3,999.99
Arciniegas, Guillermo	Modern & Classical Languages	\$4,896.00
Baney, Jon	Communication	\$4,290.00
Barnett, Helen	Sociology & Anthropology	\$2,502.00
Bennett, Susan	Theatre & Dance	\$2,448.00
Bergant, Amy	Modern & Classical Languages	\$4,896.00
Bloodworth, Julie	Theatre & Dance	\$4,290.00
Bodenstein, Amanda	History	\$4,080.00
Borich, Michael	Media, Journalism & Film	\$2,754.00
Botsford, Diana	Media, Journalism & Film	\$2,754.00
Boyer, Mark	Religious Studies	\$918.00
Brame, Erika	Media, Journalism & Film	\$2,754.00
Brammer, Ronald	Music	\$2,145.00
Brasier, Jason	Media, Journalism & Film	\$2,448.00
Brawley, William	Communication	\$4,290.00
Brown, Bryan	Communication	\$8,262.00
Brown, Gina	Childhood Ed. & Family Studies	\$2,445.00
Brunner, Judy	Reading, Foundations & Technology	\$2,445.00
Buergler, Melanie	Missouri State Outreach	\$2,448.00
	Psychology	\$2,445.00
Bullard, Steven	Accounting	\$4,999.98
Bush, Rachel	Theatre & Dance	\$2,145.00
Bushman, Bobbie	Computer Information Systems	\$12,000.00
Cagle, Michael	Mathematics	\$2,595.00
Capeci, Dominic	History	\$6,266.00
Carcamo, Felipe	Modern & Classical Languages	\$2,448.00
Christell, Todd	Computer Information Systems	\$9,000.00

Academic Personnel Board Actions, cont'd.

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Coker, Whitney	Communication	\$6,435.00
Collins, Daisy	Reading, Foundations & Technology	\$2,445.00
Costello, Levi	Communication	\$2,145.00
Crouch, Wedge	Communication	\$5,508.00
Davis-Sneed, Dollie	Childhood Ed. & Family Studies	\$3,260.00
Dixon, Stephanie	Missouri State Outreach	\$2,448.00
	Psychology	\$2,445.00
Dobson, Lemont	History	\$5,508.00
Dougherty, John	Art & Design	\$4,896.00
Draney, Heath	Art & Design	\$4,896.00
Embree, David	Religious Studies	\$4,896.00
Fielding, Steven	Art & Design	\$5,508.00
Ford, Tiffany	Computer Information Systems	\$3,000.00
Frauenhoffer, Megan	Art & Design	\$3,162.00
Gibson, Melissa	Childhood Ed. & Family Studies	\$2,445.00
Goodale, Deborah	Finance & General Business	\$3,300.00
	Marketing	\$3,000.00
Groves, Jeffrey	Graduate College	\$4,500.00
Harrison, Glenda	Missouri State Outreach	\$2,754.00
	Sociology & Anthropology	\$2,754.00
Heilman, Jon	Childhood Ed. & Family Studies	\$7,335.00
Hoovens, James	Marketing	\$9,000.00
Howard, Amber	Reading, Foundations & Technology	\$2,445.00
Ice, Whitney	Theatre & Dance	\$2,145.00
Inman, Kristopher	Communication	\$4,290.00
Jordan, Billy	Communication	\$2,448.00
Keeling, Russell	Communication	\$9,721.98
Kenny, Erin	Sociology & Anthropology	\$3,201.00
Khojasteh, Morgan	Communication	\$4,290.00
Lambert, Lauren	Communication	\$4,290.00
Land, Andrea	Art & Design	\$6,324.00
Lansdown, Lynn	History	\$4,896.00
Leggitt, Stephen	Media, Journalism & Film	\$5,508.00
Limcher, Jenny	Management	\$6,000.00
Lineberry, Susan	Reading, Foundations & Technology	\$2,445.00
Loffler, Robert	Music	\$1,767.15
Manley, Heather	Missouri State Outreach	\$2,448.00
	Psychology	\$2,445.00
Mattix, Lora	Missouri State Outreach	\$2,448.00
Maxfield, Michael	Media, Journalism & Film	\$4,896.00
McClure, Charles	Political Science	\$2,800.00

Academic Personnel Board Actions, cont'd.

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Miller, Myra	Management	\$6,600.00
	Missouri State Outreach	\$3,300.00
Mitchell, Jennifer	History	\$4,896.00
Mitchell, Molinda	Missouri State Outreach	\$2,754.00
Moore, Christen	Communication	\$4,290.00
Moore, Cynthia	Art & Design	\$6,324.00
Moore, Kenneth	Art & Design	\$4,896.00
Munoz, Leigh	Music	\$757.35
Murphy, Lindsey	Childhood Ed. & Family Studies	\$4,890.00
Murray, Kathleen	Music	\$4,590.00
Norton, Jennifer	Hospitality & Restaurant Admin	\$6,080.00
O'Neal, Stephanie	History	\$4,896.00
Osredker, Michael	Finance & General Business	\$3,300.00
	Management	\$3,000.00
Padgett, Lori	First Year Programs	\$9,600.00
Patterson, Jane	Finance & General Business	\$7,999.98
Pennington, David	Communication	\$7,803.00
Pettijohn, James	Finance & General Business	\$11,572.00
Pettus, Julie	Computer Information Systems	\$3,000.00
Piland, Sherry	Art & Design	\$3,162.00
Qualls, Lisa	Music	\$7,344.00
Rader, Jon	Political Science	\$2,800.00
Rice, Judith	Missouri State Outreach	\$2,754.00
Rice, Phillip	History	\$2,754.00
Rideout, Jennifer	Sociology & Anthropology	\$2,448.00
Rogers, Valorie	Management	\$6,000.00
Russell, Maida	Mathematics	\$3,260.00
Sawyer, Rebecca	Reading, Foundations & Technology	\$815.00
Scales, Megan	Sociology & Anthropology	\$5,004.00
Scheele, Robert	Computer Information Systems	\$3,000.00
Schmitt, Vicki	Reading, Foundations & Technology	\$7,200.00
Seal, Stephen	Reading, Foundations & Technology	\$4,890.00
Sheets-McKeag, Sarah	Art & Design	\$4,896.00
Slavens, Amy	Reading, Foundations & Technology	\$2,445.00
Smith, Susan	Political Science	\$5,599.98
Snider, Philip	Religious Studies	\$5,508.00
Spangler, Kate	Communication	\$4,896.00
St Pierre, Laurine	Music	\$3,052.35
Stacy, William	Music	\$2,448.00
Starnes, David	Theatre & Dance	\$4,290.00
Stoessner, Jennifer	Theatre & Dance	\$5,508.00

Academic Personnel Board Actions, cont'd.

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Stotsbery, Lawrence	Music	\$3,564.90
Stout, Kristen	Communication	\$4,290.00
Stratmann, Henry	Physics, Astronomy & Mat. Sciences	\$1,400.00
Strickler, John	Music	\$2,373.80
Stubbs, Sue	Music	\$1,615.68
Sutton, Kim	Childhood Ed. & Family Studies	\$4,890.00
Taylor, Amanda	Music	\$6,104.70
Trobisch, Stephen	Modern & Classical Languages	\$5,508.00
Tsahiridis, Peter	History	\$2,754.00
Tucker, Timothy	Childhood Ed. & Family Studies	\$2,445.00
Turner, Melissa	Management	\$3,000.00
Varava, Kira	Communication	\$5,508.00
Walker, Kristen	Music	\$4,290.00
Wallenburg, Roger	Finance & General Business	\$6,000.00
Wegenka, Sheila	Communication	\$8,580.00
Yeap, Emily	First-Year Programs	\$2,400.00

ADDENDUM B

The following have been appointed as Summer Faculty for the summer semester: June 6, 2016 through July 29, 2016

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Adamson, Reesha	Counseling, Leadership & Special Ed.	\$7,528.00
Agnew, William	Counseling, Leadership & Special Ed.	\$8,438.00
Allen, Melba	Agriculture	\$3,600.00
Alphonse, Elizabeth	College of Arts & Letters	\$2,145.00
Altena, Thomas	Kinesiology	\$5,896.00
Amberg, Richard	Media, Journalism & Film	\$550.00
Amidon, Ethan	Criminology & Criminal Justice	\$1485.00
Anderson, Barbara	College of Arts & Letters	\$2,448.00
	English	\$770.00
Anderson, Wayne	Finance & General Business	\$715.00
Artman, Amy	Religious Studies	\$2,530.00
Atwell, Jan	Nursing	\$1,302.00
Bacon, Karen	Communication Sciences & Disorders	\$2,445.00
Baker, Becky	Physics, Astronomy & Mat. Sciences.	\$4,418.00
Baker, Kelly	College of Arts & Letters	\$2,145.00
	English	\$935.00
Bakker, Klaas	Communication Sciences & Disorders	\$9,897.00
Ball, Zachary	Physical Therapy	\$915.00
Barnett, Helen	Sociology & Anthropology	\$2,585.00
Bauman, R. Isabelle	Communication	\$1,705.00
Beatty, Nick	Political Science	\$3,630.00
Beckman, Daniel	Biology	\$7,130.00
Benedict-Chambers, Amanda	Childhood Ed. & Family Studies	\$3,952.30
Bennett, Susan	Theatre & Dance	\$4,208.00
Bigley, Louise	Nursing	\$11550.00
Borneman, Dea	Library	\$5,376.00
Botsford, Diana	Media, Journalism & Film	\$935.00
Bourhis, John	Communication	\$770.00
Boyd, Carmen	Biomedical Sciences	\$3,675.00
Boyle, Megan	Counseling, Leadership & Special Ed.	\$5,345.00
Boyle, Michael	Philosophy	\$2,585.00
Brahnam, S. Berlin	Computer Information Services	\$2,805.00
Branstetter-Hall, Jo	College of Health & Human Services	\$2,000.00
Brattin, Rick	Computer Information Services	\$10,000.00
Brocaille, Nicole	Psychology	\$3,765.00

Academic Personnel Board Actions, cont'd.

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Buchanan, Erin	Psychology	\$11,952.00
Burge, Sara	English	\$1,980.00
Bush, Rachel	Theatre & Dance	\$3,520.00
Byrd, Sandra	Accountancy	\$4,565.00
Cadle, Lanette	English	\$880.00
Calfano, Brian	Political Science	\$3,299.00
Calihman, Matthew	English	\$4,314.00
Camp, Deanna	Reading, Foundations & Technology	\$3,612.00
Cemore-Brigden, Joanna	Childhood Ed. & Family Studies	\$8,915.00
Chang, Chin-Wen	Reading, Foundations & Technology	\$2,952.00
Chenoweth, Amelia	Counseling, Leadership & Special Ed.	\$5,933.00
Cheseman, Jeremy	Music	\$2,695.00
Choate, Lenetta	Psychology	\$4,175.00
Cockrum, Leslie	Communication Sciences & Disorders	\$2,445.00
Coombs, James	Library	\$5,952.00
Cormier, Brett	Counseling, Leadership & Special Ed.	\$12,086.00
Corneilus-White, Jeffrey	Counseling, Leadership & Special Ed.	\$9,681.00
Crafts, Daniel	Hospitality & Restaurant Admin.	\$7,400.00
Cunningham, Denise	Childhood Ed. & Family Studies	\$13,314.00
Curry, Natalie	Social Work	\$500.00
Czyzniewski, Michael	English	\$1,815.00
Dalton, Tracy	English	\$1,100.00
Daugherty, Timothy	Psychology	\$6,927.00
Dawson, Carl	Counseling Leadership & Special Ed.	\$2,445.00
DeBode, Jason	Management	\$10,000.00
DePaepe, Paris	Counseling, Leadership & Special Ed.	\$5,790.00
Dicke, Thomas	History	\$5,995.00
Dixon, Stephanie	Psychology	\$3,930.00
Dodge, Steven	Physical Therapy	\$6,567.00
Dollar, Susan	Social Work	\$6,368.00
Dotson, Caroline	Social Work	\$1,222.50
Dowdy, Marci	Counseling, Leadership & Special Ed.	\$3,453.00
Downie, Richard	Defense and Strategic Studies	\$6,800.01
Downing, John	Kinesiology	\$6,653.00
Drake, Nancy	Physical Therapy	\$915.00
Dudash-Buskirk, Elizabeth	Communication	\$2,200.00
Egbert, Polly	Communication Sciences & Disorders	\$2,445.00
Ehlers, Abigale	Hospitality & Restaurant Admin.	\$6,080.00
Ellickson, Mark	Political Science	\$6,875.00
Elliston, Hiromi	Foreign Language Institute	\$1,200.00
Ernce, Keith	Kinesiology	\$6,516.00

Academic Personnel Board Actions, cont'd.

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Fallone, Melissa	Psychology	\$4,290.00
Felicilda, Rhea	Nursing	\$5,979.00
Finch, Kim	Counseling, Leadership & Special Ed.	\$8,540.00
Fischer, Donald	Psychology	\$5,287.00
Foster, Lyle	Sociology & Anthropology	\$2,475.00
Franklin, Thomas	Communication Sciences & Disorders	\$12,532.00
Frederick, Dana	Management	\$1,760.00
Gallaway, Terrel	Economics	\$3,630.00
Gardner, Kenneth	College of Arts & Letters	\$2,448.00
	English	\$770.00
Garland, Brett	Criminology & Criminal Justice	\$9,677.00
Garrad, Richard	Biomedical Sciences	\$8,289.00
Getchell, John	Social Work	\$1,222.50
Gibson, Hugh	Kinesiology	\$9,432.00
Gillam, Ken	English	\$10,319.00
Goddard, Stacy	Kinesiology	\$1,018.00
Grand, Melanie	Hospitality & Restaurant Admin.	\$4,560.00
Greene, Janice	Biology	\$1,056.00
Groves, Fred	Reading, Foundations & Technology	\$5,371.00
Haggard, Dana	Management	\$2,145.00
Haggard, Kelly	Finance & General Business	\$1,760.00
Hail, Cynthia	Childhood Ed. & Family Studies	\$16,285.00
Hallgren, Deanna	Childhood Ed. & Family Studies	\$4,890.00
Hammond, Michael	Accountancy	\$2,640.00
Harris, Shawn	Accountancy	\$770.00
Harrison, Glenda	Sociology & Anthropology	\$2,585.00
Haslam, Darryl	Social Work	\$4,862.00
Hass, Aida	Criminology & Criminal Justice	\$2,310.00
Hatz, Kirsten	Kinesiology	\$3,603.00
Havlin, Tiffany	Social Work	\$3,500.00
Henderickson, Nicole	Biomedical Sciences	\$4,581.00
Henderson, Kaylee	College of Arts & Letters	\$2,145.00
	English	\$880.00
Hermans, Charles	Marketing	\$4,345.00
Herr, Christopher	Theatre & Dance	\$1,100.00
Herring, Sean	English	\$1,045.00
Hesser, Patti	Communication Sciences & Disorders	\$2,445.00
Hill, Julie	First Year Programs	\$2,400.00
Hiller, Jokima	Hospitality & Restaurant Admin.	\$1,045.00
Himes, Marcia	Physical Therapy	\$915.00
Hines, Christopher	Accountancy	\$1,265.00

Academic Personnel Board Actions, cont'd.

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Hobbs, Lora	Religious Studies	\$2,530.00
Hooker, Tristin	English	\$935.00
Hopper, Tina	Biology	\$5,010.00
Hough, Lyon	Biomedical Sciences	\$6,144.00
Howard, Jason	Communication	\$2,145.00
Hughes, Joseph	Modern & Classical Languages	\$10,748.00
	Counseling, Leadership & Special Ed.	\$5,008.00
Hulme, Amy	Biomedical Sciences	\$3,000.00
Hykes, Elizabeth	Social Work	\$2,445.00
Iman, Gary	Communication	\$1,760.00
Iqbal, Razib	Computer Science	\$3,563.00
Ituarte, Julie	Counseling, Leadership & Special Ed.	\$1,630.00
Jamos, Abdullah	Communication Sciences & Disorders	\$5,683.00
Jean-Charles, Loretta	Counseling Leadership & Special Ed.	\$2,445.00
Johnson, Richard	Computer Information Services	\$1,375.00
Jones, Alisha	Nursing	\$7,250.00
Jones, Cheryl	Library	\$2,800.00
Jones, Sharon	College of Arts & Letters	\$2,448.00
Joswick, David	Technology & Construction Mgmt.	\$1,843.00
Kaf, Wafaa	Communication Sciences & Disorders	\$15,402.00
Kane, Thomas	Psychology	\$5,796.00
Karuppan, Corinne	Management	\$4,510.00
Kaufman, Daniel	Philosophy	\$5,420.00
Kaula, Rajeev	Computer Information Services	\$2,090.00
Keller, Carl	Accountancy	\$1,155.00
Keltner, Michael	Kinesiology	\$3,054.00
Killon, J. Kurt	Mathematics	\$5,853.00
Kitchin, Jonathan	College of Arts & Letters	\$2,550.00
	English	\$1,045.00
Kleinsasser, Steven	Communication Sciences & Disorders	\$2,445.00
Koch, Susan	Defense and Strategic Studies	\$2,000.01
Korang-Okrah, Rose	Social Work	\$3,000.00
Kratky, James	Mathematics	\$2,000.00
Krumme, Gregg	Biomedical Sciences	\$3,258.00
Kwon, Sockju	Biomedical Sciences	\$3,747.00
Kyle, Jerri	Communication	\$1,650.00
Lakin, Brenda	Counseling Leadership & Special Ed.	\$1,830.00
Lancaster, Phillip	Agriculture	\$6,000.00
Lancaster, Sarah	Agriculture	\$6,000.00
Leamy, Diane	Criminology & Criminal Justice	\$1,100.00
Liang, Yating	Kinesiology	\$4,920.00

Academic Personnel Board Actions, cont'd.

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Locke, Shannon	Counseling Leadership & Special Ed.	\$2,445.00
Lockenvitz, Sarah	Communication Sciences & Disorders	\$1,375.00
Lupfer, Christopher	Biology	\$6,000.00
Lutz, David	Psychology	\$6,461.00
Maas, Richard	Physical Therapy	\$2,745.00
Maier, Melissa	Communication	\$3,300.00
Mantie-Kozlowski, Alana	Communication Sciences & Disorders	\$10,960.00
Massey, Dallas	Biomedical Sciences	\$2,700.00
Masterson, Gerald	Kinesiology	\$6,799.00
Mathis, S. Alicia	College of Natural & Applied Science	\$200.00
Mattson, Curtis	Social Work	\$2,445.00
Mayanovic, Robert	College of Natural & Applied Science	\$200.00
Mays, Larry	Kinesiology	\$2,036.00
McCarthy, Belinda	Counseling, Leadership & Special Ed.	\$6,000.00
	Criminology & Criminal Justice	\$1,045.00
McClain, William	Agriculture	\$6,000.00
McConnell, Vanessa	Nursing	\$4,350.00
McCracken, Ramey	College of Arts & Letters	\$2,448.00
	English	\$990.00
McElmurry, Robert	College of Arts & Letters	\$4,896.00
McLean, Annice	Reading, Foundations & Technology	\$2,255.00
Meek, Russell	Finance & General Business	\$2,035.00
Metcalf, Holly	Communication Sciences & Disorders	\$5,375.00
Meyer, James	Childhood Ed. & Family Studies	\$5,117.00
Miller, F. Thornton	History	\$1,760.00
Mingo, Taryne	Counseling, Leadership & Special Ed.	\$4,125.00
Mitchell, D. Wayne	College of Health & Human Services	\$4,893.00
	Psychology	\$11,148.00
Mitchell, Molinda	College of Arts & Letters	\$2,448.00
	English	\$1,045.00
Mitra, Mahua	Economics	\$2,310.00
Morris, Robert	Biomedical Sciences	\$1,779.00
Morris, Taleyna	Communication	\$1,815.00
Moser, Linda	English	\$1,980.00
Moyle, Tressa	Social Work	\$2,445.00
Nelson, Eric	History	\$660.00
Nelson, Janice	Kinesiology	\$8,844.00
Nelson, Walt	Finance & General Business	\$2,530.00
Nichols, Carl	Childhood Ed. & Family Studies	\$24,480.00
Niekamp, Melissa	College of Health & Human Services	\$3,000.00
	Nursing	\$1,100.00

Academic Personnel Board Actions, cont'd.

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Nord, Sarah	College of Arts & Letters	\$2,448.00
	English	\$880.00
Novik, Melinda	Kinesiology	\$8,526.00
Novotny, Daniela	Biomedical Sciences	\$3,100.00
Oatman, David	Kinesiology	\$5,508.00
Oden, Debra	Accountancy	\$1,375.00
Oetting, Tara	Communication Sciences & Disorders	\$909.00
Olsen, Reed	Economics	\$825.00
Page, Cheryl	Communication Sciences & Disorders	\$1,630.00
Patterson, Jane	Finance & General Business	\$2,475.00
Patterson, Kathryn	Nursing	\$1,524.00
Pearce, Amy	Biomedical Sciences	\$3,750.00
Penkalski, Melissa	Nursing	\$4,350.00
Perkins, Jayme	College of Arts & Letters	\$2,145.00
	English	\$990.00
Philpot, James	Finance & General Business	\$2,200.00
Piccolo, Diana	Childhood Ed. & Family Studies	\$14,921.00
Poston, Tracey	Biomedical Sciences	\$3,900.00
Price, Debra	Childhood Ed. & Family Studies	\$6,261.00
Proctor, Lisa	Communication Sciences & Disorders	\$10,998.00
Prosono, Marvin	College of Humanities & Public Affairs	\$5,793.00
	Sociology & Anthropology	\$825.00
Pursley, Jennifer	Mathematics	\$2,310.00
Quinn, Nathaniel	Counseling, Leadership & Special Ed.	\$6,451.00
Rader, John	Political Science	\$825.00
Range, Bret	Counseling Leadership & Special Ed.	\$2,745.00
Rector, Paula	Criminology & Criminal Justice	\$495.00
Renth, Erik	English	\$715.00
	College of Arts & Letters	\$2,448.00
Richmond, Scott	Kinesiology	\$6,715.00
Ridinger, Rhonda	Kinesiology	\$17,904.00
Rimal, Arbindra	Agriculture	\$6,773.00
Roam, Kimberly	Childhood Ed. & Family Studies	\$7,381.15
Robbins, Linda	Counseling Leadership & Special Ed.	\$5,190.00
Rodriguez de la Vega, Vanessa	Modern & Classical Languages	\$550.00
Rogers, Lori	English	\$1,100.00
Rosen O'Neal, Meganne	College of Arts & Letters	\$2,448.00
	English	\$935.00
Rosenkoetter, John	Psychology	\$4,898.00
Rost, Ann	Psychology	\$14,395.00
Rothschild, Philip	Management	\$6,998.00

Academic Personnel Board Actions, cont'd.

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Runke, Gayle	Kinesiology	\$12,513.00
Saxon, Caryn	Criminology & Criminal Justice	\$1,008.00
Scales, Megan	College of Humanities & Public Affairs	\$2,502.00
	Sociology & Anthropology	\$2,530.00
Schmelzle, George	Accountancy	\$3,135.00
Schotthofer, Melissa	Childhood Ed. & Family Studies	\$6,747.00
Scott, James	Finance & General Business	\$1,375.00
Scott, Patrick	Political Science	\$5,940.00
Scott, Shari	Counseling, Leadership & Special Ed.	\$4,200.00
Sexton, Randall	Computer Information Services	\$55.00
Shermer, Aundrayah	Counseling Leadership & Special Ed.	\$1,630.00
Shirley, Corinne	Modern & Classical Languages	\$1,283.00
Siebert, Matthew	Chemistry	\$6,851.00
Simmers, Christina	Marketing	\$2,695.00
Slone, Allison	Communication Sciences & Disorders	\$2,445.00
Smith, Cara	Childhood Ed. & Family Studies	\$3,371.00
Smith, Lucretia	Nursing	\$5,111.00
Smith, Susan	Political Science	\$2,695.00
Smotherman, Rebecca	Counseling, Leadership & Special Ed.	\$5,933.00
Stacy, Williams	Music	\$2,145.00
Stafford, Gary	Mathematics	\$3,905.00
Starnes, David	Theatre & Dance	\$3850.00
Stein, James	Biomedical Sciences	\$5,318.00
Stewart, Matthew	College of Arts & Letters	\$2,145.00
Stockburger, David	Psychology	\$5558.75
Stone, Lorene	Sociology & Anthropology	\$2,420.00
Stulce, Tara	Biomedical Sciences	\$3,000.00
Sullivan, Patrick	Mathematics	\$11,916.00
Sutliff, Jackson	College of Arts & Letters	\$2,550.00
	English	\$990.00
Sutliff, Jennifer	College of Arts & Letters	\$2,448.00
	English	\$1,045.00
Sutliff, Kristene	English	\$18,188.00
Suttmoeller, Michael	Criminology & Criminal Justice	\$2,127.00
Tassin, Kerri	Accountancy	\$10,000.00
Templeton, Kelly	Theatre & Dance	\$1,595.00
Thomas-Tate, Shurita	Communication Sciences & Disorders	\$6,894.00
Thornsberry, Jeanette	Communication Sciences & Disorders	\$2,445.00
Timson, Benjamin	Biomedical Sciences	\$6,033.00
Tintocalis, Stacy	College of Arts & Letters	\$2,754.00
	English	\$770.00

Academic Personnel Board Actions, cont'd.

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Tombley, Kenneth	Social Work	\$2,445.00
Townsley, Megan	College of Arts & Letters	\$2,448.00
	English	\$935.00
Turner, John	English	\$2,090.00
Turner, Jon	Counseling, Leadership & Special Ed.	\$7,417.00
Turner, Melissa	Management	\$440.00
Uribe-Zarain, Ximena	College of Education	\$8,250.00
Utley, Rose	Nursing	\$440.00
Van Landuyt, Cathryn	Computer Information Services	\$1,375.00
Van Ornum, Kimberly	Mathematics	\$1,925.00
Verbanaz, Nina	History	\$2,200.00
Wait, David	Biology	\$8,565.00
Walker, Elizabeth	Agriculture	\$1,650.00
Walters, Heather	Communication	\$3,465.00
Ward, Gary	Physical Therapy	\$1,768.18
West, Ruth	Social Work	\$2,445.00
Whipple, Tanya	Psychology	\$4,628.00
Whisenhunt, Brooke	Psychology	\$10,723.00
Wiechert, Raegan	Library	\$3,860.00
Williams, Amanda	Communication Sciences & Disorders	\$2,445.00
Williams, Joseph	Biomedical Sciences	\$5,230.00
Wilson, Daniel	Kinesiology	\$8,407.00
Wisdom, Barry	Management	\$2,035.00
Woodard, Rebecca	Kinesiology	\$11,422.00
Wooden, Shannon	English	\$1,045.00
Yang, Zhiguo	Computer Information Services	\$10,000.00
Yarckow-Brown, Ivy	Criminology & Criminal Justice	\$2,420.00
Young, Brett	College of Arts & Letters	\$2,754.00
	English	\$880.00
Young-Jones, Adena	Psychology	\$4,336.00
Yu, HaeMin	Childhood Ed. & Family Studies	\$4,008.00
Zimmerman, David	Psychology	\$3,797.00

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

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Burton, Michael	Study Away	\$4,546.81
Cabrera Hurtado, Kelly	Modern & Classical Languages	\$2,754.00
Caravella, David	Kinesiology	\$2,301.00
Crowder, Rebecca	Childhood Ed. & Family Studies	\$2,445.00
DePriest, Christopher	Theatre & Dance	\$2,880.00
Dreyer-Lude, Melanie	Theatre & Dance	\$600.00
Fearing, Cory	Greenwood	\$700.00
Frizell, Michael	Theatre & Dance	\$1,430.00
Hallgren, Deanna	Childhood Ed. & Family Studies	\$5,705.00
Hermans, Charles	Study Away	\$8,359.00
Hoegeman, Catherine	Sociology & Anthropology	\$1,292.00
Hulett, Michelle	Study Away	\$3,265.00
Iantria, Linnea	Geography, Geology & Planning	\$3,807.00
	Study Away	\$2,488.00
Johns, Justin	Social Work	\$2,445.00
Jones, Jeffrey	Finance & General Business	\$2,400.00
Kaatz, James	Study Away	\$2,730.00
Lee, Amanda	Childhood Ed. & Family Studies	\$3,260.00
Madden, Etta	English	\$5,672.00
Malega, Ronald	Geography, Geology & Planning	\$5,591.00
Meraz, Juan	Reading, Foundations & Technology	\$2,745.00
Mitchell, D. Wayne	College of Health & Human Services	\$4,893.00
Pfeil, Timothy	Greenwood	\$1,700.00
Pham, Courtney	Marketing	\$300.00
Rader, John	Political Science	\$2,754.00
Templeton, Kelly	Theatre & Dance	\$2,601.00
Wallace, J. Dane	Modern & Classical Languages	\$450.00
Williamson, Elizabeth	Study Away	\$1,137.00
Wood, Michael	First Year Programs	\$2,400.00

ADDENDUM D

The following have been appointed as Graduate Teaching Assistants for the summer semester: May 31, 2016 through July 29, 2016.

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Adelani, Adebola Margaret	Chemistry	\$2,150.00
Auten, Ethan	History	\$2,150.00
Bradshaw, Sarah	Communication Sciences & Disorders	\$2,150.00
Brown, Megan	Biology	\$2,616.00
Daugherty, Kenna	Sports Med. & Athletic Training	\$2,150.00
Dong, Shun	Mathematics	\$2,150.00
Dyle, Stephen	Sociology & Anthropology	\$2,150.00
Eckelmann, Andrew	Chemistry	\$2,150.00
Ehrhardt, William	Chemistry	\$2,150.00
England, Trenton	Communication Sciences & Disorders	\$2,150.00
Golay, Justin	Communication Sciences & Disorders	\$1,075.00
Heimbach, Sarah	Biology	\$2,616.00
Hines, Jeremy	Chemistry	\$2,150.00
Kirkpatrick, Adam	Chemistry	\$2,150.00
Kroll, Emily	Communication Sciences & Disorders	\$2,150.00
Lefler, Shannon	Communication Sciences & Disorders	\$1,075.00
Minhaj, Tamzid Ibn	Physics, Astronomy & Mat. Sciences	\$1,075.00
Mundt, Nicholas	Chemistry	\$2,150.00
Noskowiak, Melanie	Sports Med. & Athletic Training	\$2,150.00
Nwachukwu, Chideraa	Chemistry	\$2,150.00
Paul, Bithi	Physics, Astronomy & Mat. Sciences	\$1,075.00
Rogers, Zachary	Counseling, Leadership & Special Ed.	\$1,075.00
Silvey, Brandi	Biology	\$2,616.00
Simanjuntak, Paul	Physics, Astronomy & Mat. Sciences	\$1,075.00
Tate, Hailey	Nursing	\$2,150.00
Tripi, Anna	Mathematics	\$2,150.00
Williams, Kirby	Psychology	\$2,150.00

MISSOURI STATE UNIVERSITY

III.E.2

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

APPOINTMENTS:

<u>Name</u>	<u>Position-Department</u>	<u>Grade</u>	<u>Salary</u>	<u>Effective</u>
William S. Blevins	Public Safety Officer Safety & Transportation	24	\$25,210 annually	05/23/16
Yun R. Wang	Programmer/Analyst Computer Services	33	\$43,000 annually	05/23/16
Cynthia L. Steiner	Accounting Specialist Residence Life, Housing & Dining Services	13	\$28,600 annually	05/24/16
Jamie Wright	Teacher Child Development Center	41	\$26,886 annually	05/26/16
Louise Love	Assistant Director Campus Recreation-Aquatics & Risk Management Campus Recreation	42	\$36,129 annually	06/01/16
Michelle Madsen	Residence Hall Director Residence Life, Housing & Dining Services	42	\$33,000 annually	06/01/16
William Willis	Public Safety Officer Safety & Transportation	24	\$25,210 annually	06/01/16
Keith E. Pickens	Assistant Coach Intercollegiate Athletics	UN	\$58,603 annually	06/03/16
Lee Kevin Long	Assistant Director Facilities Management-Custodial	46	\$57,500 annually	06/06/16
Bryan E. Sullivan	Groundskeeper Facilities Management-Grounds	22	\$21,840 annually	06/06/16

Non-academic Personnel Board Actions, cont'd.

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Jerome W. Compton	Project Manager – Architect Planning, Design & Construction	46	\$72,026 annually	06/16/16
Chris Young	Coordinator, Residence Life Information Technology Residence Life, Housing & Dining Services	34	\$47,800 annually	06/16/16
Brice C. Cox	Strength & Conditioning Coach Intercollegiate Athletics	UN	\$40,000 annually	06/17/16
Calvin L. Chinn	Groundskeeper Facilities Management-Grounds	22	\$21,840 annually	06/20/16
Rowena A. Stone	Executive Assistant to the President Office of the President	18	\$48,000 annually	06/20/16
Kelly E. Rapp	Associate Director, Career Center Operations & Assessment Career Center	43	\$48,000 annually	06/21/16
Kasey Meadows	Accountant Financial Services	42	\$36,000 annually	06/27/16
Gayle Anderson	Administrative Assistant II Residence Life, Housing & Dining Services-Facilities	12	\$27,560 annually	07/01/16
Yvania Garcia-Pusateri	Executive Director Multicultural Programs	46	\$62,000 annually	07/01/16
Andrea Greer	Assistant Director of Student Engagement, Co-Curricular Involvement Office of Student Engagement	42	\$34,000 annually	07/01/16
Melissa A. Griffith-Phelps	Assistant Director, MSAS Program Graduate College	42	\$35,000 annually	07/01/16

Non-academic Personnel Board Actions, cont'd.

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Preston Phelps	Residence Hall Director Residence Life, Housing & Dining Services	42	\$33,000 annually	07/01/16
Michael L. Vandelight	Information Security Officer Information Security	38	\$83,803 annually	07/01/16
Jessica A. George	Custodian I Custodial Services	21	\$20,800 annually	07/05/16
Trisha N. Doering	Director Southwest Missouri Area Health Education Center	46	\$60,000 annually	07/11/16
Jeffrey D. Mitchell	Assistant General Counsel General Counsel	UN	\$95,000 annually	07/11/16
Eric J. Thuston	Enterprise Systems Administrator Computer Services	35	\$52,500 annually	07/15/16
Toni Green	Residence Hall Director Residence Life, Housing & Dining Services	42	\$33,000 annually	07/18/16
Hannah J. Harris	Mental Health Clinician Counseling Center	44	\$43,000 annually	07/18/16
Tyler Loveday	Residence Hall Director Residence Life, Housing & Dining Services	42	\$33,000 annually	07/18/16
Ivy Schluterman	Residence Hall Director Residence Life, Housing & Dining Services	42	\$33,000 annually	07/18/16
Amie M. Squibb	Enrollment Services System Coordinator Enrollment Management & Services	44	\$55,000 annually	08/15/16
Xinge Zhang	China Admissions Coordinator International Services	42	\$35,000 annually	08/22/16

RESIGNATIONS:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
James R. Lofland	Custodian I Residence Life, Housing & Dining Services	04/23/16
Kristy M. Teague	Executive Assistant II College of Health & Human Services	05/13/16
Andrew P. Coombes	Academic Advisor/Retention Specialist Business Advisement	05/19/16
Bradley Korn	Assistant Coach Intercollegiate Athletics	05/23/16
Griffin G. Waller	Assistant Strength & Conditioning Coach Intercollegiate Athletics	05/25/16
Marcelle R. Champagne	Systems Analyst Computer Services	06/07/16
Yvette R. Medley	Academic Advisor/Retention Specialist Business Advisement	06/10/16
Courtney Wendel-Stevenson	New Media Specialist Web & New Media	06/17/16
Jonathan Carter	Full-Stack Developer/Engineer Web & New Media	06/24/16
James S. Sly	Technical Trainer Computer Services	06/24/16
Natalie Safford	Coordinator, Residence Life Student Success Initiatives Residence Life, Housing & Dining Services	06/27/16
Brian Hauff	Project Manager-Architect Planning, Design & Construction	06/30/16
Chad Holmes	Distributed User Support Specialist College of Humanities & Public Affairs	06/30/16

Non-academic Personnel Board Actions, cont'd.

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Bretticca S. Moody	Academic Advisor, 1 st Year Experience Coordinator TRIO	06/30/16
Scott P. Moore	Director of Operations – Women’s Basket Ball Intercollegiate Athletics	06/30/16
TaJuan R. Wilson	Executive Director TRIO Programs & Multicultural Programs	07/05/16
Kevin E. Greim	Senior Director of Athletics Development Office of Development	07/15/16
Deborah M. O’Neal	Assistant Athletic Director – Business Administration Intercollegiate Athletics	07/15/16
Edgar Martinez Hernandez	Academic Records Specialist Office of the Registrar	07/29/16
Melissa A. Maier	Assistant Professor Communication	07/31/16
RETIREMENTS:		
<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Dennis Cowden	Public Safety Officer Safety & Transportation	06/30/16
James M. Lewing	Custodial Foreman Hammons Student Center	06/30/16
Betty Prewitt	Custodian I Residence Life, Housing & Dining Services-Facilities	06/30/16
Ellen Collier	Custodian I Residence Life, Housing & Dining Services-Facilities	07/29/16
Deborah L. Williams	Library Associate I Library	08/31/16

LEAVE WITHOUT PAY:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Adam C. Edwards	Groundskeeper Facilities Management-Grounds	06/02/16

CHANGE OF STATUS:

<u>Name</u>	<u>Position-Department</u>	<u>Action</u>	<u>Effective</u>
Angela Strider	From: Coordinator Residence Life- Facilities & Operations Residence Life, Housing & Dining Services GR 27, \$45,464 annually To: Assistant Director Residence Life-Business Services Residence Life, Housing & Dining Services GR 45, \$52,000 annually	Promotion	05/20/16
Lisa M. Bonner	From: Academic Administrative Asst. I Biomedical Sciences GR 11, \$23,545 annually To: Academic Administrative Asst. II Biomedical Sciences GR 12, \$26,208 annually	Promotion	06/01/16
Rodney H. Hanley	From: Copy Center/Mail Clerk Postal Services GR 21, \$22,291 annually To: Accounting Specialist Postal Services GR 13, \$27,370 annually	Reclassification & Salary Adjustment	06/01/16
Jon R. Jay	Custodial Supervisor Residence Life, Housing & Dining Services From: GR 23, \$25,682 annually To: GR 23, \$27,039 annually	Salary Adjustment	06/01/16

Non-academic Personnel Board Actions, cont'd.

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Phyllis A. Kenney	From: Accounting Technician Financial Services To: Staff Emeritus Financial Services	Change of Status	06/01/16
Michael E. Klem	From: Coordinator Business & Support Services Agriculture To: Coordinator Facilities Maintenance & Support Services Agriculture	Title Change	06/01/16
Craig Seibel	From: Custodial I PSU Custodial GR 21, \$21,027 annually To: Custodial Services Residence Life, Housing & Dining Services GR 23, \$27,040 annually	Promotion	06/01/16
Brenda Wilson	Custodial Specialist Residence Life, Housing & Dining Services From: GR 23, \$25,713 annually To: GR 23, \$27,039 annually	Salary Adjustment	06/01/16
Andrew Englert	From: Patrol Lieutenant Safety & Transportation GR 44, \$44,792 annually To: Interim Assistant Director Safety & Transportation Patrol Lieutenant Safety & Transportation GR 44, \$44,792 annually (\$500 monthly supplemental)	Change of Status	06/06/16

Non-academic Personnel Board Actions, cont'd.

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Theresa McCoy	From: Coordinator Management Information Systems Computer Services GR 37, \$84,312 annually To: Director Computer Services GR 38, \$91,000 annually	Promotion	06/13/16
RobRoy J. Viau	From: Assistant Project Manager Planning, Design & Construction GR 43, \$44,047 annually To: Project Manager Planning, Design & Construction GR 45, \$62,000 annually	Promotion	06/13/16
Lucie Amberg	New Media Specialist Web & New Media	Continuation of Appointment	07/01/16 Open-ended
Julie Anderson-Ituarte (Grant Funded)	Blindness Skills Specialist Southwest Regional Professional Development Center	Continuation of Appointment	07/01/16 06/30/17
Joan E. Armstrong (Grant Funded)	Director Project ACCESS	Continuation of Appointment	07/01/16 06/30/17
Darla J. Butcher (Grant Funded)	Blindness Skills Specialist Southwest Regional Professional Development Center	Continuation of Appointment	07/01/16 06/30/17
Terri C. Carrington (Grant Funded)	Associate Director Project ACCESS	Continuation of Appointment	07/01/16 06/30/17
Michael A. Carroll (Grant Funded)	Missouri Mentoring Program Resource Coordinator School of Social Work	Continuation of Appointment	07/01/16 06/30/17

Non-academic Personnel Board Actions, cont'd.

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Kimberly A. Clark	<p>From: Administrative Assistant II Office of Development GR 12, \$28,751 annually</p> <p>To: Document & Report Specialist Advancement Services GR 13, \$31,158 annually</p>	Promotion	07/01/16
Edwin M. Garton (Grant Funded)	<p>Instructional Technology Support Specialist Project ACCESS</p>	<p>Continuation of Appointment</p>	<p>07/01/16 06/30/17</p>
Chelsey N. Giles	<p>From: Associate Director Financial Aid GR 44, \$59,994 annually</p> <p>To: Business Process & Reports Analyst Financial Aid GR 44, \$64,254 annually</p>	<p>Reclassification & Salary Adjustment</p>	07/01/16
Timmarie I. Hamilton (Grant Funded)	<p>Program Coordinator-MMP School of Social Work</p>	<p>Continuation of Appointment</p>	<p>07/01/16 06/30/17</p>
Jonathan D. Harper	<p>Assistant Coach Intercollegiate Athletics From: \$77,495 annually To: \$83,294 annually</p>	<p>Salary Adjustment</p>	07/01/16
Kellie J. Harper	<p>Head Athletics Coach Intercollegiate Athletics From: \$234,140 annually To: \$251,573 annually</p>	<p>Salary Adjustment</p>	07/01/16
Joi A. Hook (Grant Funded)	<p>Accounting Specialist Southwest Regional Professional Development Center</p>	<p>Continuation of Appointment</p>	<p>07/01/16 06/30/17</p>
Tina J. Neal (Grant Funded)	<p>Marketing & Data Collection Specialist Project ACCESS</p>	<p>Continuation of Appointment</p>	<p>07/01/16 06/30/17</p>

Non-academic Personnel Board Actions, cont'd.

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Deborah Penn	From: Director Dual Credit To: Staff Emeritus Dual Credit	Change of Status	07/01/16
Melissa M. Ringer (Grant Funded)	Program Coordinator Project ACCESS	Continuation of Appointment	07/01/16 06/30/17
Jackie Stiles	Assistant Coach Intercollegiate Athletics From: \$78,751 annually To: \$84,575 annually	Salary Adjustment	07/01/16
Jennifer D. Sullivan	Assistant Coach Intercollegiate Athletics From: \$83,695 annually To: \$89,618 annually	Salary Adjustment	07/01/16
Jeremy M. Henson	From: Centralized User Support Specialist Computer Services GR 33, \$41,057 annually To: Distributed User Support Specialist College of Health & Human Services GR 33, \$46,010 annually	Change of Status & Salary Adjustment	07/05/16
Kimberly N. Stagner	From: Academic Advisor/Retention Specialist College of Business GR 42, \$38,591 annually To: Academic Advisor, COB Graduate Program College of Business GR 43, \$40,000 annually	Promotion & Salary Adjustment	07/15/16

Non-academic Personnel Board Actions, cont'd.

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James Black	From: Public Safety Officer Safety & Transportation GR 24, \$29,064 annually To: Patrol Corporal Safety & Transportation GR 25, \$32,510 annually	Promotion	07/16/16
Dylan Fieker	From: Public Safety Officer Safety & Transportation GR 24, \$26,171 annually To: Patrol Corporal Safety & Transportation GR 25, \$29,661 annually	Promotion	07/16/16
John Matthews	From: Public Safety Officer Safety & Transportation GR 24, \$26,171 annually To: Patrol Corporal Safety & Transportation GR 25, \$29,661 annually	Promotion	07/16/16
Richecard Paul	From: Public Safety Officer Safety & Transportation GR 24, \$26,591 annually To: Patrol Corporal Safety & Transportation GR 25, \$30,534 annually	Promotion	07/16/16
Roy A. Staeger	From: Public Safety Trainer Investigator Safety & Transportation GR 25, \$32,734 annually To: Patrol Corporal Safety & Transportation GR 25, \$32,734 annually	Change of Status	07/16/16
Jeff Stevens	From: Public Safety Officer Safety & Transportation GR 24, \$27,549 annually To: Patrol Corporal Safety & Transportation GR 25, \$31,491 annually	Promotion	07/16/16

Non-academic Personnel Board Actions, cont'd.

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Jordan E. Schanda	Sustainability Coordinator Environmental Management	Continuation of Appointment	08/02/16 07/31/17
Deborah L. Williams	From: Library Associate I Library To: Staff Emeritus Library	Change of Status	09/01/16

Vote: _____ Yea
 _____ Nay

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	**DIRECT MAIL/PRINTED MATERIALS			
	**EMAIL			
MAY				
5/2/16	TELESEARCH: DAILY ADMITS CALLS FOR NEXT STEPS	FR/TR F16		
5/6/16	TELESEARCH: ADMITTED F16 FRESHMAN; NO SOAR; NO HOUSNG	FR F16		
5/5/16	TELESEARCH: YIELD CALLS FOR F16	FR F16		
5/6/16	DIRECT/EMAIL: TEST SCORE SENDERS CAMPAIGN	F16, F17, F18, F19		VPD TABBED/POSTCARD
5/16/16	SUMMER CLASSES BEGIN SU16			
5/17/16	EMAIL: SEND US YOUR SCORES	FR F17		
5/17/16	EMAIL: F16 SOAR PARENT REMINDER EMAIL	FR F16		
5/17/16	EMAIL: F16 SOAR REMINDER EMAIL	FR F16		
5/26/16	TELESEARCH: CALL TO ALL FR F17 TO ACCESS THEIR INTEREST	FR F17		
5/26/16	EMAIL: GENERAL VISIT/SUMMER VISIT DAY	FR F17, F18		
5/27/16	MEMORIAL DAY WEEKEND BEGINS			
JUNE				
SEPTEMBER	DIRECT MAIL: SUMMER VISIT DAY INVITE POSTCARD	FR F17		SVD POSTCARD
6/1/16	TELESEARCH: DAILY ADMITS CALLS FOR NEXT STEPS	FR/TR F16		
6/1/16	TELESEARCH: ADMITTED F16 FRESHMAN; NO SOAR; NO HOUSNG	FR F16		
6/1/16	TELESEARCH: YIELD CALLS FOR F16	FR F16		
6/1/16	TELESEARCH: CALL TO ALL F17 TO ACCESS THEIR INTEREST	FR F17		
6/11/16	ACT NATIONAL TEST DATE			
6/20/16	DIRECT/EMAIL MAIL: TEST SCORE SENDERS CAMPAIGN	F16, F17, F18, F19		VPD TABBED/POSTCARD
6/20/16	EMAIL: F16 SOAR REMINDER EMAIL	FR F16		
6/27/16	EMAIL: SUMMER VISIT DAY FOCUS 1; HOUSING	FR F17, F18		
6/27/16	EMAIL: PARENT SUMMER VISIT DAY	FR F17, F18		
JULY				
7/4/16	JULY 4TH HOLIDAY			
7/5/16	EMAIL/DIRECT MAIL: DAILY APPLICATION RECEIVED CAMPAIGN	F17, SP18, SU18		
7/5/16	DIRECT/EMAIL: DAILY MISSING ITEMS CAMPAIGN PLAN	FR TR F17, SP18, SU18		
7/5/16	TELESEARCH: DAILY ADMITS CALLS FOR NEXT STEPS	FR TR F16		
7/5/16	TELESEARCH: ADMITTED F16 FRESHMAN; NO SOAR; NO HOUSNG	FR F16		
7/6/16	TELESEARCH: CALL TO ALL F17 TO ACCESS THEIR INTEREST	FR F17		
7/6/16	TELESEARCH: YIELD CALLS FOR F16	FR F16		
7/11/16	EMAIL: F16 SOAR REMINDER EMAIL	FR F16		
7/11/16	EMAIL: SUMMER VISIT DAY FOCUS2; ENG EXP	FR F17, F18		
7/18/16	EMAIL: SUMMER VISIT DAY FOCUS3; FROM THE DEAN	FR F17, F18		

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	**DIRECT MAIL/PRINTED MATERIALS			
	**EMAIL			
7/18/16	EMAIL: SEND US YOUR SCORES	FR 17		
7/22/16	DIRECT \EMAIL: TEST SCORE SENDERS CAMPAIGN	F17, F18, F19		
7/22/16	SUMMER VISIT DAY			
7/27/16	LAST DAY OF CLASSES SU16			
AUGUST				
8/5/16	REGISTRATION DEADLINE ACT SEPT TEST DATE			
8/1/16	EMAIL/DIRECT MAIL: DAILY APPLICATION RECEIVED CAMPAIGN	F17, SP18, SU18		
8/1/16	DIRECT/EMAIL: DAILY MISSING ITEMS CAMPAIGN	FR TR F17, SP18, SU18		
8/1/16	TELESEARCH: DAILY ADMITS CALLS FOR NEXT STEPS	FR TR F16		
8/1/16	TELESEARCH: ADMITTED F16 FRESHMAN; NO SOAR; NO HOUSNG	FR F16		
8/1/16	TELESEARCH: CALL TO ALL F17 TO ACCESS THEIR INTEREST	FR F17		
8/8/16	DIRECT MAIL: SHOWCASE INVITATIONS	FR F17		
8/19/16	DIRECT/EMAIL: PENDING FINAL TRANSCRIPT CAMPAIGN	FR TR F16		
8/22/16	FIRST DAY OF CLASSES FA16			
8/29/16	EMAIL: SHOWCASE FOCUS 1; HOUSING	FR F17, F18		
8/29/16	EMAIL: PARENT SHOWCASE INVITE	FR F17, F18		
SEPTEMBER				
9/1/16	EMAIL MAIL: DAILY APPLICATION RECEIVED CAMPAIGN	F17, SP18, SU18		
9/1/16	DIRECT MAIL: DAILY MISSING ITEMS CAMPAIGN	FR TR F17, SP18, SU18		
9/1/16	EMAIL: SEND US YOUR SCORES	FR F17		
9/1/16	TELESEARCH: FR TR F17 APPLY/VISIT CALL CAMPAIGN	FR TR F17		
9/1/16	TELESEARCH: SCHOLARS EXCELLENCE CALL CAMPAIGN	FR F17		
9/1/16	TELESEARCH: F17 MISSING ITEMS CALL CAMPAIGN	FR F17		
9/5/16	LABOR DAY HOLIDAY			
9/6/16	DIRECT MAIL: VIEWBOOK/SCHOLARSHIP GUIDE W/ PRES LETTER	FR F17; 1 W/ 30+	VIEWBOOK & SCHOLARSHIP GUIDE	
9/6/16	DIRECT MAIL: VIEWBOOK/SCHOLARSHIP GUIDE W/ DIR LETTER	FR F17;1 W/17-29	VIEWBOOK & SCHOLARSHIP GUIDE	
9/8/16	DIRECT/EMAIL: BI-WKLY FR TR F17 APPLY/VISIT/VALUE CAMPAIGN	FR TR F17	TABBED POSTCARD; EMAIL; VPD	
9/10/16	ACT NATIONAL TEST DATE			
9/12/16	EMAIL: RECRUITER INTRODUCTION	FR F17		
9/12/16	EMAIL: SHOWCASE FOCUS #CITIZEN	FR F17, F18		
9/13/16	DIRECT/EMAIL: BI-WEEKLY SCHOLARS EXCELLENCE CAMPAIGN	FR F17	OOS/DIV BROCHURE/P	
9/16/16	DIRECT/EMAIL: WKLY FR TR F17; SP18 ACAD/VALUE/STUD LIFE CAMPAIGN	FR TR F17; SP18	VPD: OOS/MAJOR INTEREST	
9/16/16	REGISTRATION DEADLINE ACT OCT TEST DATE			
9/19/16	EMAIL: SHOWCASE FOCUS3; FROM THE DEAN	FR F17		

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	**DIRECT MAIL/PRINTED MATERIALS			
	**EMAIL			
9/20/16	DIRECT/EMAIL: FR F17, F18 <u>PRE COLLEGE CAMPAIGN</u>	FR F17		
9/22/16	DIRECT/EMAIL: BI-WKLY FR TR F17 <u>APPLY/VISIT/VALUE CAMPAIGN</u>	FR TR F17	TABBED POSTCARD; EMAIL; VPD	
9/23/16	DIRECT/EMAIL: WKLY FR TR F17; SP18 <u>ACAD/VALUE/STUD LIFE CAMPAIGN</u>	FR TR F17; SP18	VPD: OOS/MAJOR INTEREST	
9/24/16	SHOWCASE			
9/27/16	DIRECT/EMAIL: BI-WEEKLY <u>SCHOLARS EXCELLENCE CAMPAIGN</u>	FR F17	OOS/DIV BROCHURE/P	
9/30/16	DIRECT/EMAIL: WKLY FR TR F17; SP18 <u>ACAD/VALUE/STUD LIFE CAMPAIGN</u>	FR TR F17; SP18	VPD: OOS/MAJOR INTEREST	
OCTOBER				
10/1/16	EMAIL MAIL: DAILY <u>APPLICATION RECEIVED CAMPAIGN</u>	F17, SP18, SU18		
10/1/16	DIRECT MAIL: DAILY <u>MISSING ITEMS CAMPAIGN</u>	FR TR F17, SP18, SU18		
10/3/16	TELESEARCH: <u>APPLY/VISIT CALL CAMPAIGN</u>	FR TR F17		
10/3/16	TELESEARCH: <u>SCHOLARS EXCELLENCE CALL CAMPAIGN</u>	FR F17		
10/3/16	TELESEARCH: <u>MISSING ITEMS CALL CAMPAIGN</u>	FR F17		
10/3/16	DIRECT \EMAIL: <u>TEST SCORE SENDERS CAMPAIGN</u>	F17, F18, F19		
10/6/16	DIRECT/EMAIL: BI-WKLY FR TR F17 <u>APPLY/VISIT/VALUE CAMPAIGN</u>	FR TR F17	TABBED POSTCARD; EMAIL; VPD	
10/7/16	DIRECT/EMAIL: WKLY FR TR F17; SP18 <u>ACAD/VALUE/STUD LIFE CAMPAIGN</u>	FR TR F17; SP18	VPD: OOS/MAJOR INTEREST	
10/11/16	DIRECT/EMAIL: BI-WEEKLY <u>SCHOLARS EXCELLENCE CAMPAIGN</u>	FR F17	OOS/DIV BROCHURE/P	
10/14/16	DIRECT/EMAIL: WKLY FR TR F17; SP18 <u>ACAD/VALUE/STUD LIFE CAMPAIGN</u>	FR TR F17; SP18	VPD: OOS/MAJOR INTEREST	
10/20/16	DIRECT/EMAIL: BI-WKLY FR TR F17 <u>APPLY/VISIT/VALUE CAMPAIGN</u>	FR TR F17	TABBED POSTCARD; EMAIL; VPD	
10/21/16	EMAIL: SEND US YOUR SCORES	F17		
10/21/16	DIRECT/EMAIL: WKLY FR TR F17; SP18 <u>ACAD/VALUE/STUD LIFE CAMPAIGN</u>	FR TR F17; SP18	VPD: OOS/MAJOR INTEREST	
10/22/16	ACT NATIONAL TEST DATE			
10/25/16	DIRECT/EMAIL: BI-WEEKLY <u>SCHOLARS EXCELLENCE CAMPAIGN</u>	FR F17	OOS/DIV BROCHURE/P	
10/28/16	DIRECT/EMAIL: WKLY FR TR F17; SP18 <u>ACAD/VALUE/STUD LIFE CAMPAIGN</u>	FR TR F17; SP18	VPD: OOS/MAJOR INTEREST	
NOVEMBER				
11/1/16	EMAIL MAIL: DAILY <u>APPLICATION RECEIVED CAMPAIGN</u>	F17, SP18, SU18		
11/1/16	DIRECT MAIL: DAILY <u>MISSING ITEMS CAMPAIGN</u>	FR TR F17, SP18, SU18		
11/1/16	TELESEARCH: <u>APPLY/VISIT CALL CAMPAIGN</u>	FR TR F17		
11/1/16	TELESEARCH: <u>SCHOLARS EXCELLENCE CALL CAMPAIGN</u>	FR F17		
11/1/16	TELESEARCH: F17 <u>MISSING ITEMS CALL CAMPAIGN</u>	FR F17		
11/3/16	DIRECT/EMAIL: BI-WKLY FR TR F17 <u>APPLY/VISIT/VALUE CAMPAIGN</u>	FR TR F17	TABBED POSTCARD; EMAIL; VPD	
11/4/16	DIRECT/EMAIL: WKLY FR TR F17; SP18 <u>ACAD/VALUE/STUD LIFE CAMPAIGN</u>	FR TR F17; SP18	VPD: OOS/MAJOR INTEREST	
11/8/16	DIRECT/EMAIL: BI-WEEKLY <u>SCHOLARS EXCELLENCE CAMPAIGN</u>	FR F17	OOS/DIV BROCHURE/P	
11/9/16	EMAIL: SCHOLARSHIP REMINDER DEC 1	AD F17		
11/11/16	DIRECT/EMAIL: WKLY FR TR F17; SP18 <u>ACAD/VALUE/STUD LIFE CAMPAIGN</u>	FR TR F17; SP18	VPD: OOS/MAJOR INTEREST	

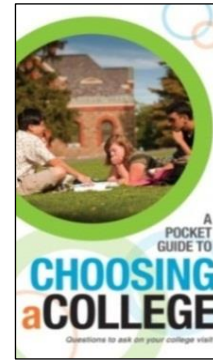
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11/17/16	DIRECT/EMAIL: BI-WKLY FR TR F17 APPLY/VISIT/VALUE CAMPAIGN	FR TR F17	TABBED POSTCARD; EMAIL; VPD	
11/18/16	DIRECT/EMAIL: WKLY FR TR F17; SP18 ACAD/VALUE/STUD LIFE CAMPAIGN	FR TR F17; SP18	VPD: OOS/MAJOR INTEREST	
11/21/16	DIRECT \EMAIL: TEST SCORE SENDERS CAMPAIGN	F17, F18, F19		
11/22/16	DIRECT/EMAIL: BI-WEEKLY SCHOLARS EXCELLENCE CAMPAIGN	FR F17	OOS/DIV BROCHURE/P	
11/23/16	DIRECT/EMAIL: WKLY FR TR F17; SP18 ACAD/VALUE/STUD LIFE CAMPAIGN	FR TR F17; SP18	VPD: OOS/MAJOR INTEREST	
11/23-11/28/16	THANKSGIVING HOLIDAY			
	DECEMBER			
12/1/16	APPLICATION DEADLINE FOR PRESIDENTIAL, UNIVERSITY, INCLUSIVE EXCELLENCE & DIVERISTY IN EDUC SCHOLARSHIPS			
12/1/16	EMAIL MAIL: DAILY APPLICATION RECEIVED CAMPAIGN	F17, SP18, SU18		
12/1/16	DIRECT MAIL: DAILY MISSING ITEMS CAMPAIGN	FR TR F17, SP18, SU18		
12/1/16	TELESEARCH: APPLY/VISIT CALL CAMPAIGN	FR TR F17		
12/1/16	TELESEARCH: SCHOLARS EXCELLENCE CALL CAMPAIGN	FR F17		
12/1/16	TELESEARCH: F17 MISSING ITEMS CALL CAMPAIGN	F17		
12/1/16	DIRECT/EMAIL: BI-WKLY FR TR F17 APPLY/VISIT/VALUE CAMPAIGN	FR TR F17	TABBED POSTCARD; EMAIL; VPD	
12/2/16	DIRECT/EMAIL: WKLY FR TR F17; SP18 ACAD/VALUE/STUD LIFE CAMPAIGN	FR TR F17; SP18	VPD: OOS/MAJOR INTEREST	
12/6/16	DIRECT/EMAIL: BI-WEEKLY SCHOLARS EXCELLENCE CAMPAIGN	FR F17	OOS/DIV BROCHURE/P	
12/8/16	LAST DAY OF CLASSES FA16			
12/9/16	DIRECT/EMAIL: WKLY FR TR F17; SP18 ACAD/VALUE/STUD LIFE CAMPAIGN	FR TR F17; SP18	VPD: OOS/MAJOR INTEREST	
12/10/16	ACT NATIONAL TEST DATE			
12/15/16	WKLY FR TR F17 APPLY/VISIT/VAL	FR TR F17	TABBED POSTCARD; EMAIL; VPD	
12/16/16	FALL COMMENCEMENT			
12/16/16	DIRECT/EMAIL: WKLY FR TR F17; SP18 ACAD/VALUE/STUD LIFE CAMPAIGN	FR TR F17; SP18	VPD: OOS/MAJOR INTEREST	
12/20/16	DIRECT/EMAIL: BI-WEEKLY SCHOLARS EXCELLENCE CAMPAIGN	FR F17	OOS/DIV BROCHURE/P	
12/23/16	DIRECT/EMAIL: WKLY FR TR F17; SP18 ACAD/VALUE/STUD LIFE CAMPAIGN	FR TR F17; SP18	VPD: OOS/MAJOR INTEREST	
12/23/16	EMAIL: CAMPUS MINISTERS ASSOC ADMITS	AD F17	EMAIL WITH DEAN OF STUDENTS SIGNATURE	
12/26-1/2/17	HOLIDAY BREAK			
	JANUARY			

Each year the National Survey of Student Engagement (NSSE) asks students at hundreds of colleges and universities to reflect on the time they devote to various learning activities. The topics explored are linked to previous research on student success in college.

Results from NSSE can provide prospective students with insights into how they might learn and develop at a given college. To help in the college exploration process, NSSE developed *A Pocket Guide to Choosing a College* to give students and their families key questions to ask during campus visits.

The following responses were provided by 2,074 Missouri State students on the 2015 survey.



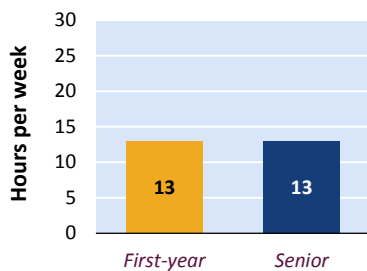
A Pocket Guide to Choosing a College is available at nsse.indiana.edu/html/pocket_guide.cfm



Academics

How much time do students spend studying each week?

First-year (FY) students spent an average of 13 hours per week preparing for class while seniors spent an average of 13 hours per week.



Do courses challenge students to do their best?^a

48% of FY students reported that their courses "highly" challenged them to do their best work.

How much writing is expected?

In an academic year, FY students estimated they were assigned an average of 35 pages of writing and seniors estimated an average of 63 pages.

How much reading is expected?

FY students estimated they spent an average of 6 hours per week on assigned reading, and seniors read 6 hours per week.

How often do students make course presentations?^b

48% of FY students and 57% of seniors "frequently" gave course presentations.

Do class discussions and assignments include the perspectives of diverse groups of people?^b

57% of FY students "frequently" included diverse perspectives in course discussions or assignments.

Are students expected to use numbers or statistics throughout their coursework?^b

38% of FY students "frequently" used numerical information to examine a real-world problem or issue; 58% of seniors "frequently" reached conclusions based on their own analysis of numerical information.

Experiences with Faculty

How do students rate their interactions with faculty?^c

50% of FY students rated the quality of their interactions with faculty as "high."

How often do students talk with faculty members or advisors about their career plans?^b

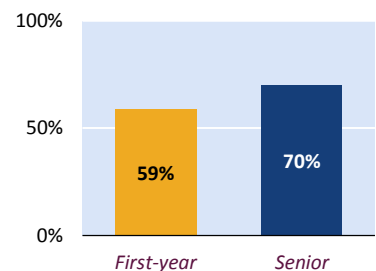
38% of FY and 50% of seniors "frequently" discussed career plans with faculty.

Do faculty members clearly explain course goals and requirements?

83% of FY students said instructors clearly explained course goals and requirements "quite a bit" or "very much."

Do students receive prompt and detailed feedback?^d

59% of FY students and 70% of seniors said instructors "substantially" gave prompt and detailed feedback on tests or completed assignments.



How often do students talk with faculty members outside class about what they are learning?^b

24% of FY students "frequently" discussed course topics, ideas, or concepts with a faculty member outside of class.

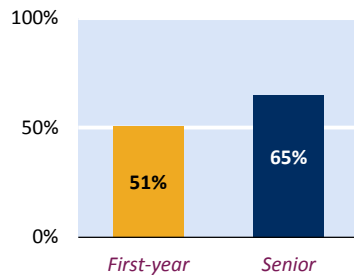
How many students work on research projects with faculty?

3% of FY students and 21% of seniors worked on a research project with a faculty member.

Learning with Peers

How often do students work together on class projects and assignments?^b

51% of FY students and 65% of seniors "frequently" worked with their peers on course projects and assignments.



Do students help each other learn?^b

64% of seniors "frequently" explained course material to one or more students.

How often do students work together to prepare for exams?^b

49% of FY students "frequently" prepared for exams by discussing or working through course material with other students.

How often do students interact with others who have different viewpoints or who come from different backgrounds?^b

Among FY students, 72% "frequently" had discussions with people with different political views, 74% "frequently" had discussions with people from a different economic background, and 66% "frequently" had discussions with people from a different race or ethnicity.

Campus Environment

Are students encouraged to use learning support services (tutors, writing center)?^d

78% of FY students said the institution "substantially" emphasized the use of learning support services.

How do students rate their interactions with academic advisors?^c

56% of FY students and 58% of seniors gave the quality of their interactions with academic advisors a "high" rating.

How well do students get along with each other?^c

64% of FY students gave the quality of their interactions with their peers a "high" rating.

How satisfied are students with their educational experience?

91% of FY and 85% of seniors rated their entire educational experience at this institution as "excellent" or "good."

Rich Educational Experiences

What types of honors courses, learning communities, and other distinctive programs are offered?

During their first year, 9% of students participated in a learning community. By spring of their senior year, 46% of students had done (or were doing) a culminating senior experience.

How many students study in other countries?

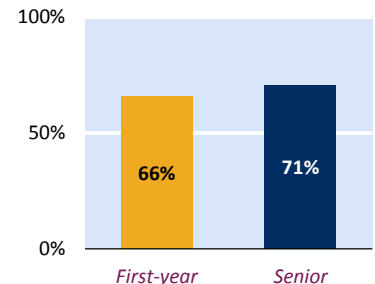
By their senior year, 15% of students had studied abroad.

How many students get practical, real-world experience through internships or field experiences?

By spring of their senior year, 54% of students had participated in some form of internship, co-op, field experience, student teaching, or clinical placement.

How many courses include community-based service-learning projects?^e

66% of FY students and 71% of seniors said "at least some" of their courses included a community-based service-learning project.



Notes

- "Highly" is a 6 or 7 on a seven-point scale where 1 is "Not at all" and 7 is "Very much."
- "Frequently" is "Often" or "Very often."
- A "High" rating is a 6 or 7 on a seven-point scale where 1 is "Poor" and 7 is "Excellent."
- "Substantially" is "Quite a bit" or "Very much."
- "At least some" is defined by combining responses of "Some," "Most," and "All."



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FOCUS AREAS AND MEASURABLE GOALS FOR THE 2016-2021 LONG-RANGE PLAN

Certain areas of the goals established by the 2016-2021 Long-Range Plan are so closely tied to the University's mission that they merit particular attention, and the University must be held accountable to achieving those goals. Accordingly, focus areas and measurable goals have emerged from the University's planning process. These focus areas and measurable goals will guide the University as it implements the 2016-2021 Long-Range Plan.

Focus Areas

The focus areas are based upon the challenge by the Board of Governors that the University evaluate how it can better serve its students and the State of Missouri while also raising its profile and growing its reputation. We believe that can best be done by graduating more students of all backgrounds. Thus we have established two focus areas: 1) increase the number of graduates and 2) enhance campus diversity and inclusion. The University will devote significant time and resources in the coming years and under its long range plan to move the University forward in these focus areas.

These two areas of focus were identified by evaluating the University's performance on key metrics in light of the University's mission—to educate students to be global citizen scholars committed to public affairs. Implementing this mission means the overarching theme for everything we do at Missouri State must be student success. To enable our students to attain success, they must graduate from the University. The University can thus make no greater contribution to our state and our students than by increasing the number and percentage of students it graduates.

The first focus area is to increase the number of students we graduate. It is critical that we shift the focus from enrollment growth alone to growing the number of students who complete programs, both degree and certificate, from the University annually. Achieving this goal assumes continued enrollment growth, but it also must mean increasing retention rates above their current level.

The second focus of diversity is intertwined with the graduation focus. Diversity initiatives are important to student success because first generation, Pell eligible and underrepresented students are graduating at significantly lower numbers and percentages at our University and throughout the United States than students as a whole. To increase the number of graduates, it is critical that

we create an environment and structure that enables these students to succeed as well. Fostering a diverse faculty, staff and student population also strengthens the educational environment for all students through exposure to different cultures and experiences. This exposure helps students better understand points of view different from their own.

Measurable Goals

The measurable goals were developed collaboratively by the Academic Leadership Council, Administrative Council, and the Board of Governors. These goals are not intended to be static. The University will review these goals each year when it unveils its annual action plan. Should the University achieve a measurable goal, the University may set a new goal or refocus. Likewise, if achievement of a goal becomes improbable, the University should explain the reasons for not meeting the goal and establish a new goal or goals that the University has a realistic opportunity to achieve.

I. Increase the Number of Graduates

A. Measurable Goals

1. To award 4,800 or more degrees and certificates annually
2. To achieve an undergraduate graduation rate of 56 percent
3. To achieve a freshman to sophomore retention rate of 80 percent

B. Other Relevant Metrics

1. Headcount enrollment
2. Credit hour enrollment
3. Credit hour completion by classification
4. Retention rate by classification of undergraduate and graduate students
5. High impact education experiences
6. All metrics referenced herein broken out by Pell-eligible, first generation and underrepresented groups

II. Enhance Campus Diversity and Inclusion

A. Measurable Goals

1. To improve the undergraduate graduation rate for Pell-eligible, first generation and underrepresented students by 20 percent
2. To improve the freshman to sophomore retention rate for Pell-eligible, first generation and underrepresented students by 20 percent
3. For 17 percent of faculty and staff to be international or members of historically underrepresented populations

B. Other Relevant Metrics

1. Headcount enrollment of Pell-eligible, first generation and underrepresented students

2. Credit hour enrollment of Pell-eligible, first generation and underrepresented students
3. Credit hour completion by classification of Pell-eligible, first generation and underrepresented students
4. Retention rate by classification of Pell-eligible, first generation and underrepresented undergraduate and graduate students
5. High impact education experiences of Pell-eligible, first generation and underrepresented undergraduate and graduate students
6. Scores on the Public Affairs Scale for the senior exit exam
7. Evaluation of student work samples on the Public Affairs Assessment process
8. Student expectation and satisfaction - National Survey of Student Engagement
9. Number of faculty by rank broken down by underrepresented groups



ACTION PLAN FOR 2016-2017

This document is an action plan for the 2016-2017 academic year. The items detailed in this action plan align with the categories of the 2016-2021 long-range plan (<http://www.missouristate.edu/longrangeplan/>) and the Focus Areas for the 2016-2021 Long-Range Plan (LINK). It is an aggressive action plan. While some of the items can be accomplished this year, many others will take multiple years to accomplish because they will challenge the university to achieve more than it is achieving now.

Though we have not listed action items multiple times in this document, it is important to recognize that items listed under one heading may relate to several other headings as well.

I. ACTION ITEMS FOR FOCUS AREAS

A. Increase the number of graduates

1. Continue to grow enrollment by maintaining affordability, adding programs in high demand disciplines, increasing the offering of classes in various delivery methods and locations, improving our physical plant, and increasing and improving residence hall space
 - a. Maintain competitive cost of attendance at the state and national level
 - b. Add at least two new graduate programs and one new undergraduate program in disciplines of strong employment demand (e.g., agriculture, agriculture communications, computer science and dietetics) and expand enrollment in the MSAS program
 - c. Increase the number of second block courses while continuing to expand the availability of internet courses
 - d. Pilot the use of ZOOM technology to deliver courses at multiple locations
 - e. Successfully bond, plan and construct a new health and wellness center and a new traditional residence hall, and renovate Glass, Ellis and Hill Halls, Blair-Shannon House and the Plaster Center
 - f. Strengthen and maintain relationships with community college partners
2. Aggressively promote the Bachelor of General Studies program among former students with over 100 hours of credit

3. Increase graduation and retention rates of all students with special emphasis on first generation, Pell-eligible and underrepresented students
 - a. Increase the number of GEP101 first generation and college-specific sections and evaluate the impact of specialized GEP 101 sections throughout students' enrollment
 - b. Reevaluate the design of the standard GEP101 course
 - c. Develop a program for high impact experiences for first generation students beyond the first year ("Bear Path")
 - d. Through faculty and administrators in the colleges and the Darr School of Agriculture, create college-level and department-level programs designed to successfully integrate new students, including transfer and graduate students and particularly at-risk students, into the departments within their colleges
 - e. Develop University-wide programs designed to assist and retain students who have not yet decided on a major
 - f. Publicize to faculty, staff and students and encourage participation in the "I'm First" student organization
 - g. Eliminate developmental math and English classes as appropriate, including the development of a co-requisite MTH130 class for students who scored 20 or 21 on the math section of the ACT
 - h. Expand gateway course options, including the development of a college algebra option specifically for business students
 - i. Create and release a new online orientation module for transfer, non-traditional, veteran and graduate students
 - j. Expand Living Learning Communities and the URSA engagement camp to increase high impact experiences and include more first generation and underrepresented students
 - k. Provided the Pell grant program becomes year-round, evaluate opportunities for a summer bridge program for Pell-eligible students to attend before they begin their freshman year
 - l. Evaluate opportunities to improve and expand advising and related services
 - m. Restructure academic scholarship programs and out-of-state fee waiver programs
 - i. Provide a pathway for students who have lost scholarships or fee waivers due to academic performance to regain their scholarships or waivers by improving their academic performance
 - ii. Reevaluate academic performance requirements for students to obtain and retain scholarships and fee waivers
 - iii. Reevaluate scholarship programs for graduated students, with an emphasis on recruiting and retaining underrepresented students and those with financial need
 - n. Evaluate strategies that encourage programs to monitor graduate student progress and promote degree completion

- o. Evaluate incentives to encourage reenrollment of academically successful graduate students who have not returned for two semesters or more
4. Decrease the time from enrollment to graduation thus making college more affordable and increasing the likelihood of graduation
 - a. Introduce and encourage use of the Student Educational Planner component of Degree Works enabling students to chart individualized semester-by-semester paths to graduation
 - b. Evaluate opportunities to encourage and incentivize students to take at least 29 credit hours their first year and 30 hours every year thereafter
 - c. Pilot a program for structured schedules in disciplines with rigid curricular pathways
 - d. Evaluate strategies to reduce the number of credit hours required to complete programs
 - e. Examine course transfer practices to promote efficiency to degree completion

B. Enhance Campus Diversity and Inclusion

1. Enhance efforts to attract and retain historically underrepresented groups, as well as other diverse groups, of faculty and staff
 - a. Require each division to set diversity hiring targets for the year with large units encouraged to meet or exceed a 20% goal
 - b. Continue to implement the campus-wide ADP diversity goal which encourages supervisors to include a goal related to diversity in employees' appraisal and development plans
 - c. Continue to support efforts to increase the diversity of faculty and staff through the Faculty Diversity Composition Initiative, the Dual Career Assistance Program and the Diversity Hiring and Recruitment Programs
 - d. Evaluate opportunities to develop additional programs to enhance faculty and staff diversity, including a Staff Diversity Composition Initiative
 - e. Pilot networking opportunities and/or affinity groups for underrepresented faculty and professional staff patterned on the young professionals' affinity group and assess the participation and value of these opportunities for underrepresented employees
 - f. Through faculty and administrators in the colleges and the Darr School of Agriculture, develop college-level initiatives specifically tailored to recruit and retain diverse faculty and staff, as assisted by the Associate Provost for Diversity
2. Enhance efforts to attract and retain historically underrepresented groups, as well as other diverse groups, of students

- a. Continue efforts to recruit underrepresented students through targeted admissions initiatives, strengthening relationships with access organizations, revising the multicultural scholarship program, and redesigning admissions materials and websites
 - b. Expand multicultural programming, increase staffing for multicultural programs and upgrade multicultural and veteran facilities
 - c. Create a fund (administered by the Division of Student Affairs) to support student diversity initiatives and cultural activities
 - d. Begin developing a fundraising campaign to fund need-based scholarships and scholarships for Veteran, first generation and underrepresented students
 - e. Develop unit-level initiatives specifically tailored to recruit and retain a diverse student body
 - f. Continue to make ADA improvements throughout campus, in academic programs, and in student services to improve accessibility
3. Support initiatives to encourage discussion of, and appreciation for, differences
- a. Host the annual statewide diversity conference and expand student participation
 - b. Incorporate diversity and inclusion topics, discussions, and presentations into the signature Public Affairs events
 - c. Host, sponsor and encourage participation in diversity discussions, presentations, events, activities and projects on campus and in the community
4. Implement effective training and/or professional development to increase cultural consciousness/competence in diversity and inclusiveness for students, faculty and staff
- a. Include diversity education as a part of the required orientation process for new faculty
 - b. Conduct diversity education for the Board of Governors, Administrative Council, new academic administrators and at least 40 current faculty members
 - c. Conduct diversity education for internal and external community groups and organizations as requested
 - d. Continue to provide diversity and cultural competence education through Safe Zone and other programs
 - e. Implement Green Dot, a bystander intervention program
5. Ensure academic programs incorporate diversity into the curriculum and co-curricular activities
- a. Through Faculty Senate, evaluate, develop and begin approval processes for curricular changes related to diversity, inclusion, and the University's public affairs mission

- b. Enhance communications to raise awareness of diversity-related courses and programs
 - c. Establish a chapter of the National Black Graduate Student Association (NBGSA)
- 6. Collaborate with other major businesses, institutions and organizations in the region to promote, create and value opportunities for diversity and inclusion
 - a. Create a fund (administered by the Division of Diversity and Inclusion) to support faculty and staff diversity initiatives and research, as well as community-based diversity and inclusion educational and cultural efforts
 - b. Participate in the Public Entities' Diversity Initiative Working Group to increase access for minority/women/disabled/veteran in University procurement and contracting opportunities
 - c. Complete the reorganization of the diversity committee structure to establish the Diversity Council as an advisory committee to the President on diversity and inclusion matters
 - d. Participate as a partner in the Lumina Grant Project, Diversity MODES and the Brother to Brother (B2B) program
- 7. Enhance public transparency and accountability on diversity and inclusion
 - a. Create and publicize a central diversity mission statement and encourage individual units and employees to develop their own statements and goals that contribute to the central diversity mission statement
 - b. Develop and publicize a strategic diversity and inclusion plan including a scorecard to detail diversity efforts throughout the University and monitor measurable diversity indicators
 - c. Continue to create and publicize reports monitoring progress toward the University's annual and long range goals
 - d. Continue to encourage instances of perceived bias to be reported to and monitored by the Bias Response Team, and conduct an annual review of team incident reports and interventions
 - e. Continue to promptly and thoroughly investigate and respond to allegations of discrimination, harassment and retaliation through the Office of Institutional Equity and Compliance and the Title IX Coordinator

II. ACTION ITEMS FOR OTHER LONG-RANGE PLAN AREAS

A. Academic Profile

- 1. Add and expand programs to serve distinctive regional, national and international needs, and evaluate opportunities to restructure and/or eliminate academic programs

2. Develop an assessment and review process for all centers
3. Develop new courses in the iCourse format and revise and update current iCourse courses
4. Continue to expand the number of online courses available and increase online enrollment
5. Evaluate opportunities to offer academic programs to military personnel stationed at Ft. Leonard Wood and elsewhere
6. Relocate the Ozark Studies Center and the *Ozarks Watch* publication to Meyer Library
7. Consolidate testing center functions and increase the number of testing center hours available to include more evening and weekend time
8. Increase funding through the Office of the Provost for laboratory and academic equipment

B. Student Experience

1. Continue to promote internships, practicums and on-campus employment for students
2. Offer additional opportunities for engagement through fraternity and sorority life, including the establishment of a new sorority
3. Successfully move the Veterans Center to Meyer Library increasing its office and lounge space as well as visibility and access
4. Promote the new Multicultural Resource Center Annex (named the Mary Jean Price Walls MRC) to students and student groups
5. Continue to enhance Student Orientation, Advisement and Registration (SOAR) by providing an opportunity for all new first year students to learn about the Public Affairs mission through the BEAR ESSENTIALS program

C. Globalization

1. Develop a recruitment plan focused on diversifying countries and cultures represented on campus
2. Develop new or modify existing degree programs to better attract international students, including the delivery of academic programs internationally

3. 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 study away opportunities for students
4. Promote opportunities for faculty to collaborate with international faculty on research, teaching and service programs
5. Establish a Center for Global and International Area Studies in the Provost's Office
6. Streamline and coordinate activities and programs of the International Leadership and Training Center, the Foreign Language Institute, and the English Language Institute to optimize the delivery of quality language, technical, leadership and cultural training

D. Infrastructure

1. Take necessary measures to ensure the campus—including people, facilities, networks and data—remains safe and secure, including the completion of the IACLEA LEMAP assessments and University-wide risk management through the Enterprise Risk Management and Compliance Committee
2. Enhance technology infrastructure to better serve the university community
 - a. Expand and enhance capabilities of the Learning Management System (Blackboard Learn) and related support services
 - b. Expand and enhance capabilities of technology-enhanced classrooms and related support services
 - c. Continue to renovate and modernize open-access computer labs
 - d. Expand the use of Office 365 Education and utilize enhanced features and support services
 - e. Implement improved client system management software
 - f. Expand and enhance the Enterprise Resource Planning system (Banner) and develop customized software applications
 - g. Expand and enhance the networking and telecommunications infrastructures
3. Incorporate sustainability into campus operations and foster principles of environmental stewardship

E. Funding

1. Continue to improve compensation for faculty and staff

2. Develop and implement a cost-effective plan to comply with changes under the Fair Labor Standards Act
3. Continue to receive private support through various Foundation campaigns
4. Increase the endowment with an emphasis on support for need-based scholarships
5. Evaluate and develop recommendations for a future comprehensive fundraising campaign
6. Advocate for the University's legislative and budget priorities, including increased operational funding from the state
7. Maintain external funding through the Office of Sponsored Research and Programs at \$20 million or more annually
8. 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

III. ACTION ITEMS FOR OTHER AREAS

A. Athletics

1. Become more competitive in football and increase the total number of wins
2. Compete for a conference championship in men's basketball and have a winning season
3. Finish in the top 3 in the MVC All-Sport Standings
4. Increase season tickets and Bears Fund memberships
5. Create new season ticket promotions to increase ticket sales for men's basketball
6. Reduce the athletics budget deficit by at least \$250,000
7. Maintain compliance with all NCAA rules and receive no major infractions
8. Achieve at least a 930 APR score in all sports with an aspirational goal of reaching an average APR score of 985

9. Evaluate new NCAA legislation and develop appropriate strategies to respond and implement

B. West Plains

1. Increase the Number of Graduates
 - a. Increase recruitment of new students utilizing strategic marketing through social media, the Greater Ozarks Center for Advanced Technology, and the Shoe Loft housing
 - b. Increase retention of current students through the College Readiness Program, implementation of Degree Works, and revision of the Developmental Education Program
2. Diversity and Inclusion
 - a. Evaluate opportunities to develop initiatives specifically tailored to recruit and retain diverse students, faculty and staff
 - b. Expand multicultural programming and explore opportunities to collaborate with the Springfield campus on multicultural programs in West Plains
 - c. Encourage students, faculty and staff to participate in the Statewide Collaborative Diversity Conference
 - d. Evaluate opportunities to incorporate diversity into the curriculum and co-curricular activities
 - e. Continue to require all employees to participate in diversity education
 - f. Continue to publicly report on progress toward diversity and other goals
3. Complete the development of the Long-Range Plan and the West Plains Campus Visioning Guide
4. Continue to raise private funds to support the Hass-Darr Hall construction project, and award contract and begin construction of Hass-Darr Hall
5. In collaboration with the City of West Plains and the South Central Career Center, establish the Greater Ozarks Center for Advanced Technology (GOCAT), a community initiative designed to bring advanced technological training to the West Plains area
6. Continue to identify and evaluate opportunities to improve the coordination of processes and course delivery between the West Plains and Springfield campuses

VI.A.

RECOMMENDED ACTION --- Adoption of 2017 Meeting Schedule of Missouri State University Board of Governors

WHEREAS, the Bylaws of the Board of Governors provide that the Board may establish a regular meeting schedule as it deems appropriate; and

WHEREAS, the Board of Governors has requested a schedule, when possible, of having the Board Committees meet in the morning prior to a 1:00 p.m. Board meeting;

THEREFORE BE IT RESOLVED that the Board of Governors for Missouri State University approve the attached seven-meeting schedule for calendar year 2017.

VOTE: **AYE** _____

NAY _____

**MISSOURI STATE UNIVERSITY
BOARD OF GOVERNORS
2017 MEETING SCHEDULE**

Friday, February 3, 2017, 1:00 p.m. (Board Committee Meetings the morning of February 3)	Springfield
Thurs/Fri, March 23/24, 2017, 9:00 a.m. (1½ day retreat)	KC/St. Louis/Mid-Mo?
Thursday, May 18, 2017, 1:00 p.m. (Board Committee Meetings the morning of May 18 and Commencement ceremonies on May 19 in Springfield and May 20 in West Plains)	Springfield
Friday, June 23, 2017, 1:00 p.m. (Board Committee Meetings the morning of June 23)	West Plains
Thursday, August 3, 2017, 9:00 a.m. (1 day retreat and Commencement ceremony on Friday morning, August 4)	Springfield/KC/St. Louis?
Friday, October 27, 2017, 1:00 p.m. (Board Committee Meetings the morning of October 27 with Homecoming festivities to be held this weekend)	Springfield
Thursday, December 14, 2017, 1:00 p.m. (Board Committee Meetings the morning of December 14 and Commencement ceremonies on December 15)	Springfield

VII.A.

RECOMMENDED ACTION – Approval of bids and award of a contract for the renovation of Ellis Hall.

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

BE IT RESOLVED by the Board of Governors of Missouri State University that the lowest and most responsive bid received July 21, 2016 for the renovation of Ellis Hall be accepted, approved, and awarded.

BE IT FURTHER RESOLVED that this be funded from the Ellis Hall Renovation budget funded by State Appropriations, Maintenance and Repair – Operating, Classroom Upgrades, ADA Reserves, Music Department – Operating, Foundation funds, President’s Program Enhancement Fund, and Submittal Exchange Reserve budgets.

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

VOTE: **AYE** _____

NAY _____

COMMENTS:

Bids have been received for the renovation of Ellis Hall. With the receipt of bids, the University needs some time to analyze the bids prior to making a final recommendation for the award of the project.

This resolution will be replaced at the Board of Governors meeting with a resolution showing the actual bids received.



EXTERNALLY FUNDED RESEARCH & PROJECTS REPORT
PREPARED BY THE OFFICE OF RESEARCH ADMINISTRATION
FISCAL YEAR (FY) 2016

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 2015-2016, Missouri State University was awarded \$24,791,190 to support projects in research, education and service. **This awarded amount is the highest recorded in University history.** The number of proposals submitted is the second highest recorded (362). Approximately 16% of faculty were named investigators on awards.

2016	SUMMARY OF SPONSORED RESEARCH & PROGRAMS ACTIVITY		
	Key Indicators	FY2016 Activity	% Change from FY2015
	Proposal Submitted	362	-7%
	Funds Requested	\$54,552,271	4%
	Named Investigators	132	19%
	Grants & Contracts Awarded	288	-3%
	Funds Awarded	\$24,791,190	30%

FY 2016 PROJECT HIGHLIGHTS

Faculty and staff from across all 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 2016:

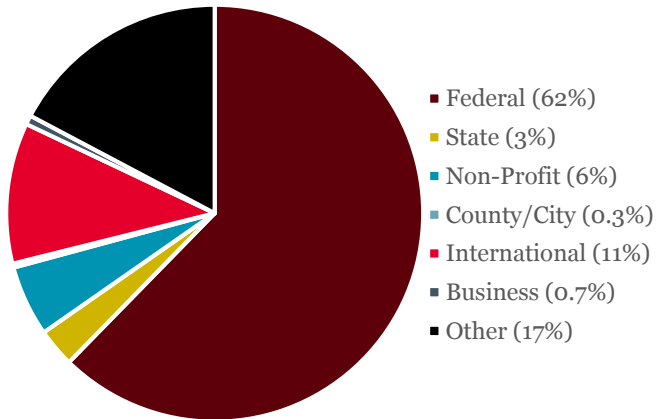
- An award from the Community Foundation of the Ozarks supports the Northwest Project, which helps families overcome the challenges that have kept them living in poverty and sustain their long-term success in emerging from those circumstances in northwest Springfield.
- An award from the National Science Foundation (NSF) funds a scholarship program that aims to attract and retain students interested in STEM fields, with a focus in computer science, engineering, mathematics, and physics at MSU.
- A federal grant 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.

- Funds from the U.S. Department of Education (ED) support activities focused on improving student achievement by providing resources allocated and aligned to the Missouri Education Standards and evidence-based research on transition, dropout prevention, and effective teaching strategies – especially for students with disabilities.
- An award from the National Institute of Justice supports a comprehensive multi-site examination of veterans treatment courts through an implementation and intermediate impact evaluation.
- A NSF award supports the purchase of a calibrated screw Burris gravimeter. The gravimeter will be used in undergraduate and graduate geological courses, undergraduate and graduate research projects, and in collaborative research within the United States and worldwide.
- The U.S. Department of Agriculture funds help address food security through improvements in meat goat production and marketing and outreach efforts by enhancing research and outreach capacities of a collaboration of universities.
- A grant from the NSF provides funds each summer to 12 talented undergraduate students from across the country to come to Missouri State to have the opportunity to be involved in high-quality research projects in different areas of pure and applied mathematics.
- An ED grant enables the continuation of a program to provide intensive summer school opportunities to a population of migrant students to focus on English language proficiency, foundation skills in mathematics for the elementary students, and the PASS course in American Government for high school students.
- The Missouri Department for Social Services supports a project to prepare youth for personal success in employment, education, healthy life styles and self-sufficiency through mentoring support.
- The Wabash Center provides funds to develop a new curriculum, allowing for a capacity to teach about the many ways that religion and health intersect, and build meaningful interdisciplinary collaborations between Religious Studies and Health programs at Missouri State University.
- Funds from the Taiwan Foundation for Democracy support the examination of prospects for a continuation of the diplomatic truce between Taipei and Beijing after the Democratic Progressive Party (DPP) returned to power on May 20, 2016.
- The National Writing Project supports the development of leadership opportunities for underserved teachers. Sustained access to strong communities of practice and effective teacher networks can help improve the abilities of teachers to support young people in achieving college, career, and community ready standards.
- Funding from the U.S. Department of Health & Human Services enables a collaboration to provide services and supports programs that help people take control of their lives. Missouri State's primary role is to facilitate successful implementation of Family Group Conferencing with clients and their families/support system.
- The NSF provided funds to support fundamental research to enhance construction decision-making accuracy by reducing uncertainties through the seamless integration of process-level data into decision-making. The results of this research will tremendously benefit the U.S. economy and the society since it leads to better decision-making which results in reducing waste, rework, cost, time, and ensures safety.

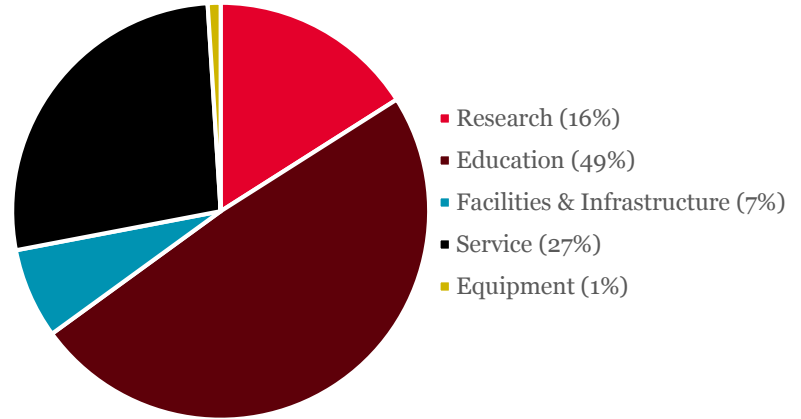
FY 2016 EXTERNAL FUNDING SUMMARY & TRENDS

In FY2016, federal agencies remain the leading source of grants and contracts. International and Other types of sponsors provide the next largest sources of funding. Education projects make up approximately half of the awards that Missouri State receives.

AWARDS BY SPONSOR TYPE

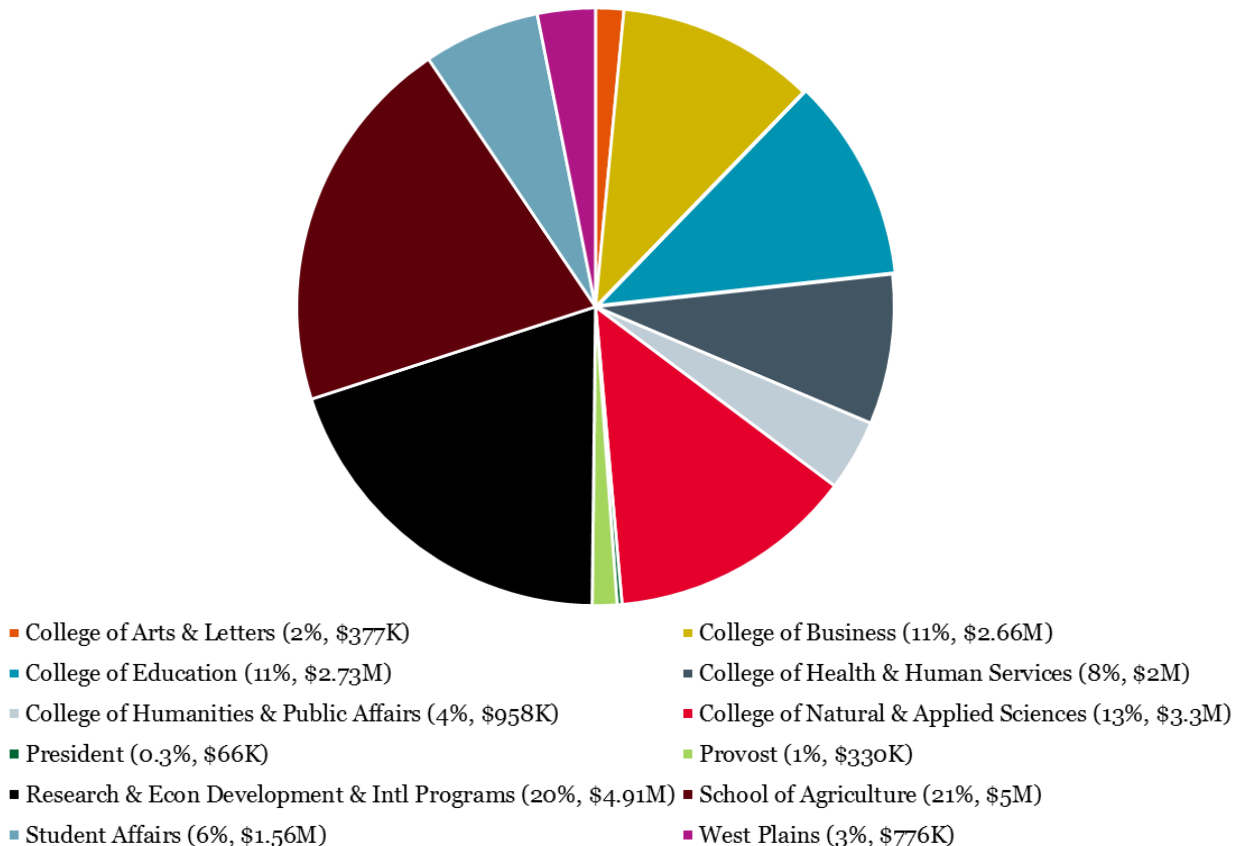


AWARDS BY PROJECT TYPE



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 \$11.2 million (45.6%) of the total funds awarded in FY 2016.

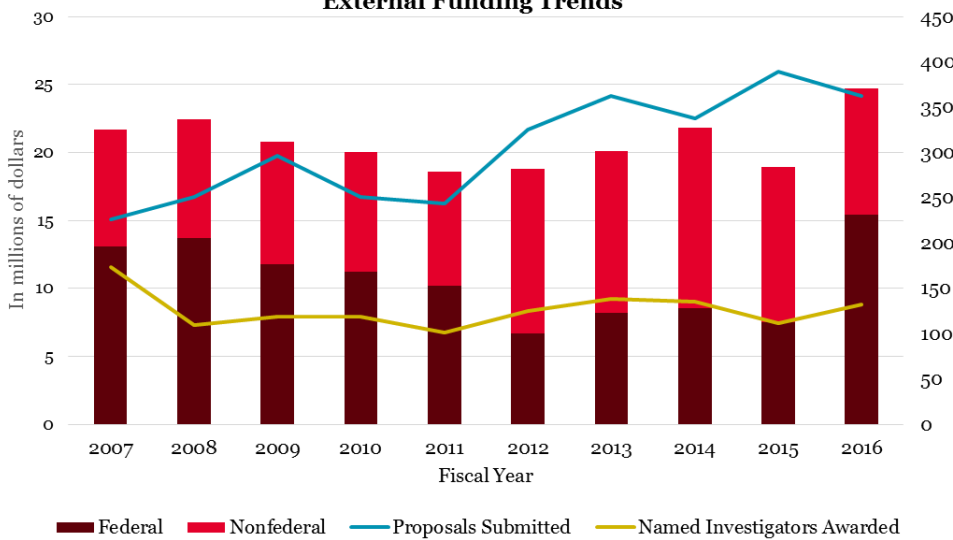
AWARDS BY UNIT



Missouri State University had a record year for awards, receiving \$24,791,190 in external funding. This awarded amount is \$2.3 million more than fiscal year 2008, which previously held the record for the most awarded funds (\$22.4 million). Over the last 4 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	\$41.2	\$21.7
2008	251	109	141	\$32.1	\$22.4
2009	296	119	196	\$48.3	\$20.9
2010	251	119	184	\$71.8	\$20.1
2011	244	101	153	\$65.7	\$18.7
2012	325	125	245	\$38	\$18.9
2013	362	138	289	\$32.4	\$20.1
2014	338	135	289	\$33.5	\$21.9
2015	389	111	297	\$52.7	\$19
2016	362	132	288	\$54.5	\$24.7

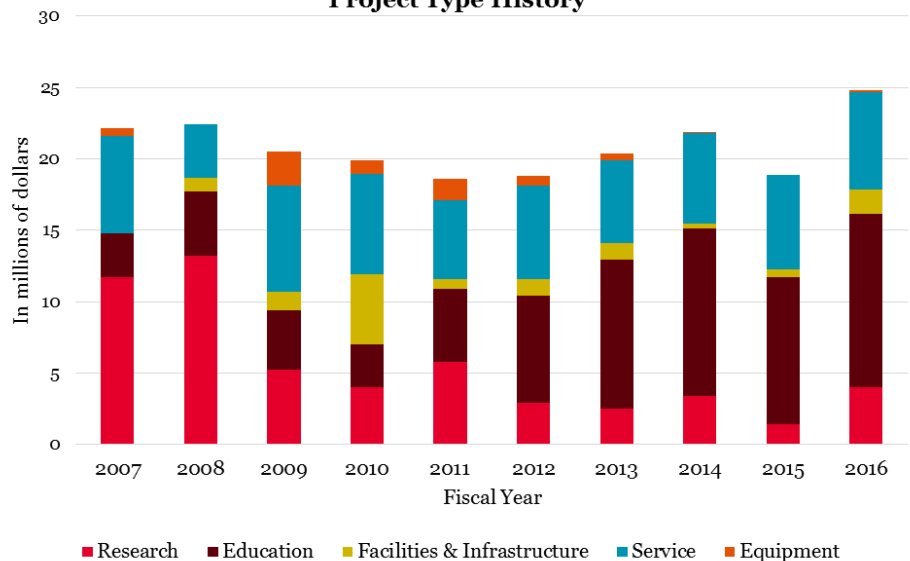
External Funding Trends



In addition to the most overall awarded dollars recorded, Missouri State received the most federal funds (\$15.45M) in its history.

The number of named investigators and proposals submitted remains high, although not record-setting for FY2016.

Project Type History



Over the course of 10 years, Missouri State has increased the number of dollars awarded for education-related projects. For example, the Viticulture & Enology Science & Technology Alliance (VESTA), funded by NSF, is a MSU-led consortium which aims to ensure that the technical workforce in grape and wine industry has the requisite knowledge and skills to enter and advance in a rapidly-changing climate and workplace.

Missouri State University FY2016 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, while the College of Health and Human Services had the largest number (54) of actual awards, based on credit sharing values. The Mid-America Viticulture and Enology Center, in the School of Agriculture, obtained the highest value of funding (\$4.3M) 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	\$
Admin & Info Services	0	0	0	0	0	0	\$ -	0	0	\$ -
College of Arts & Letters	3	3	3	1	22	17	\$ 286,811	13	11	\$ 286,811
Center for Dispute Resolution	0	1	0	1	5	5	\$ 90,553	5	5	\$ 90,553
College of Business	0	2	0	2	5	5	\$ 2,630,196	5	5	\$ 2,630,196
Center for Project Innovation & Management	0	1	0	1	3	1	\$ 27,000	3	1	\$ 27,000
College of Education	4	7	4	7	28	29	\$ 1,336,879	27	27	\$ 1,409,735
Institute for Play Therapy	0	0	0	0	0	0	\$ -	0	0	\$ -
Institute for School Improvement	0	0	0	0	0	0	\$ -	0	0	\$ -
Southwest Regional Professional Development Center	1	1	1	1	7	7	\$ 1,425,680	6	6	\$ 1,320,183
College of Health & Human Services	5	27	6	21	59	54	\$ 2,065,188	45	38	\$ 2,013,435
Center for Research & Service	0	0	0	0	0	0	\$ -	0	0	\$ -
College of Humanities & Public Affairs	0	10	0	9	10	9	\$ 874,733	6	7	\$ 874,733
Center for Archaeological Research	0	1	2	1	4	6	\$ 72,207	4	5	\$ 72,207
Center for Community Engagement	0	1	0	0	1	0	\$ -	1	0	\$ -
Center for Economic Research	0	1	0	1	1	1	\$ 7,533	1	1	\$ 7,533
Center for Social Science & Public Policy Research	0	1	0	1	3	3	\$ 3,718	3	3	\$ 3,718
College of Natural & Applied Sciences	3	44	1	23	106	40	\$ 1,806,150	70	30	\$ 1,819,418
Bull Shoals Field Station	1	1	1	1	7	5	\$ 42,355	6	5	\$ 42,355
Center for Resource Planning & Management	3	1	3	1	20	15	\$ 532,100	12	9	\$ 532,100
Ozark Environmental Water Research Institute	1	1	1	1	18	19	\$ 893,366	14	15	\$ 914,366
Diversity & Inclusion	0	0	0	0	0	0	\$ -	0	0	\$ -
Graduate College	0	0	0	0	0	0	\$ -	0	0	\$ -
Library	3	2	0	0	7	0	\$ -	4	0	\$ -
President	3	0	0	0	3	1	\$ 66,084	2	1	\$ 66,084
Provost	2	1	3	1	8	6	\$ 30,079	6	6	\$ 30,079
Ozarks Public Health Institute	0	1	0	1	7	8	\$ 273,294	6	8	\$ 300,092
Research & Economic Development	5	0	4	0	30	25	\$ 2,055,914	26	23	\$ 2,055,914
Center for Applied Science & Engineering	5	0	4	0	19	11	\$ 1,012,294	12	7	\$ 1,012,294
Center for Biomedical & Life Sciences	0	1	0	1	13	9	\$ 109,100	13	9	\$ 109,100
International Leadership & Training Center	1	0	1	0	4	4	\$ 352,300	4	4	\$ 352,300
Jordan Valley Innovation Center	1	0	1	0	9	9	\$ 874,235	9	9	\$ 874,235
Small Business Development & Technology Center	2	0	1	0	8	8	\$ 236,672	8	8	\$ 236,672
Southwest Missouri Area Health Education Center	2	0	2	0	7	7	\$ 272,984	7	7	\$ 272,984
School of Agriculture	3	11	2	7	28	19	\$ 715,168	18	15	\$ 738,497
Center for Grapevine Biotechnology	0	1	0	1	3	2	\$ 48,084	3	2	\$ 48,084
Mid-America Viticulture & Enology Center	1	1	1	0	6	5	\$ 4,310,504	6	5	\$ 4,310,504
Student Affairs	1	0	2	0	2	4	\$ 1,563,378	2	4	\$ 1,563,378
West Plains	4	6	4	3	17	12	\$ 776,629	15	12	\$ 776,629
TOTAL	54	127	47	86	470	346	\$ 24,791,190	362	288	\$ 24,791,190

* **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.

FY2016 OFFICE OF RESEARCH ADMINISTRATION (ORA) HIGHLIGHTS

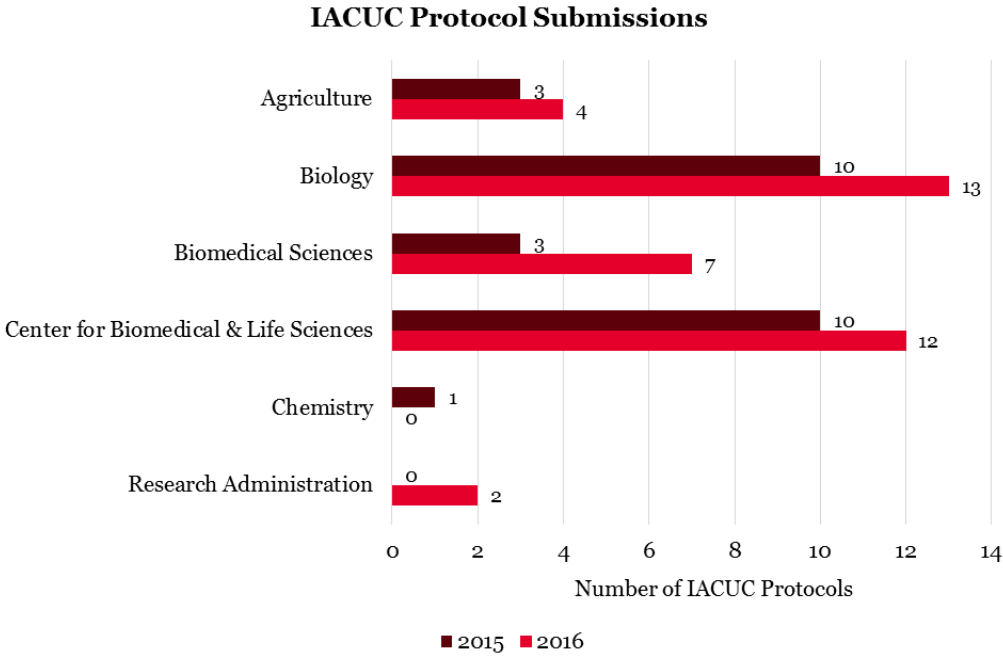
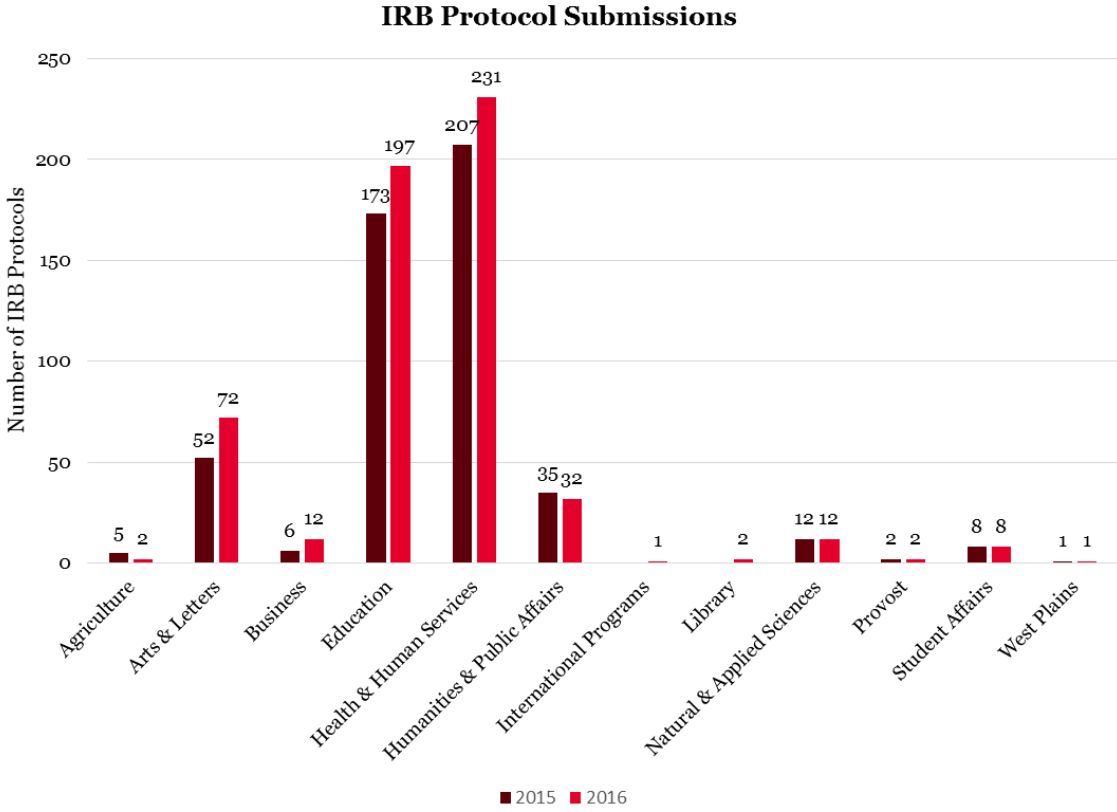
The ORA continues to support faculty and staff in their pursuit of external funding, in addition to considering ways to improve their support of faculty and staff. The ORA endeavored to increase the monetary support for travel in 2016 to send more faculty and staff to conferences focused on grant writing and grant getting, legislative visits, and meetings with federal and private agencies and program officers. During FY2016, faculty members were supported to attend the NSF 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. In collaboration with the Provost and Colleges of Arts and Letters and Humanities and Public Affairs, the ORA hosted a two-day humanities-focused grant writing conference for faculty and staff. It is the intent of the ORA that these funds are a small investment to 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 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 for grant proposals, and then grant proposal submissions and awards. This program will be formalized over the Fall semester and offered across all units for the summer 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 following are highlights from a few of the compliance areas:

- In December 2016, the Nuclear Regulatory Commission (NRC) completed an unannounced inspection of Missouri State University's radiation safety program and laboratories. The inspection concluded with no citations.
- In May 2016, Missouri State's NRC license was due for renewal. The license was updated and submitted for renewal – approval is still pending.
- In July 2015, March 2016, and April 2016, the US Department of Agriculture (USDA) completed unannounced inspections of Missouri State's animal research facilities and animal research program. No non-compliant issues were reported by the USDA.
- In July 2015, the new online human subjects research application and review system, *Cayuse IRB* (Institutional Review Board), was piloted. Over the course of the year, the system was introduced to the units on campus, and the system is now being used campus-wide. Paper applications are no longer being accepted as of July 1, 2016.
- In July 2015, the Research Involving Human Subjects (IRB) policy (Op.4.01-6) was updated, reviewed, and approved.
- In March 2016, the Research Misconduct policy (Op.4.01-7) was updated, reviewed, and approved.

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 FY2016, the IRB reviewed 572 applications and the IACUC reviewed 38 new applications. Both IRB and IACUC submissions increased from FY2015. The following charts provide information on submissions that occurred in FY2016, in addition to the totals from FY2015, for comparison.



**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 15	3,841	\$235,151	173	\$675,413	4,014	\$910,564	44,768	\$6,579,734	FY 15
	FY 16	4,260	\$274,792	214	\$797,325	4,474	\$1,072,117	47,932	\$7,132,249	FY 16
Special Campaigns	FY 15	29	\$3,342	18	\$1,452,525	47	\$1,455,867	1,524	\$8,623,416	FY 15
	FY 16	30	\$2,837	23	\$502,900	53	\$505,737	1,715	\$4,450,334	FY 16
One Time Gifts	FY 15	0	\$0	5	\$301,035	5	\$301,035	113	\$4,002,076	FY 15
	FY 16	0	\$0	11	\$162,645	11	\$162,645	122	\$6,427,623	FY 16
TOTALS	FY 15	3,870	\$238,493	196	\$2,428,973	4,066	\$2,667,466	46,405	\$19,205,226	FY 15
	FY 16	4,290	\$277,629	248	\$1,462,870	4,538	\$1,740,499	49,769	\$18,010,206	FY 16

MISSOURI STATE UNIVERSITY FOUNDATION
 INCOME SUMMARY TOTALS BY TYPE AND SOURCE
 07/01/2015 TO 06/30/2016

SOURCE	UNRESTRICTED CURRENT	RESTRICTED CURRENT	ENDOWMENT	GIFTS OF PROPERTY	TOTAL 7/1/2015 TO 06/30/2016	TOTAL 7/1/2014 TO 06/30/2015
GIFTS						
ALUMNI	\$96,688	\$2,570,064	\$361,511	\$17,394	\$3,045,656	\$2,793,391
FRIENDS	7,710	2,935,947	345,405	126,003	\$3,415,065	4,484,423
PARENTS	2,870	170,015	5,353	1,375	\$179,613	137,601
FOUNDATIONS	3,100	602,682	60,219	0	\$666,001	2,125,075
ORGANIZATIONS	5,550	598,942	82,108	3,523,936	\$4,210,535	2,521,168
BUSINESSES	23,185	4,205,581	350,047	1,914,523	\$6,493,336	7,143,568
GIFT TOTAL	<u>\$139,103</u>	<u>\$11,083,231</u>	<u>\$1,204,642</u>	<u>\$5,583,230</u>	<u>\$18,010,206</u>	<u>\$19,205,226</u>

	NUMBER OF DONORS 7/1/2015 TO 06/30/2016	NUMBER OF DONORS 7/1/2014 TO 06/30/2015
ALUMNI	6,885	7,024
FRIENDS	11,526	11,219
PARENTS	1,780	1,518
FOUNDATIONS	53	51
ORGANIZATIONS	141	133
BUSINESSES	1,185	1,123
TOTAL	<u>21,570</u>	<u>21,068</u>

VIII.C

RECOMMENDED ACTION – Approval of Fiscal Year 2018 Appropriations Request for Operations.

BE IT RESOLVED by the Board of Governors for Missouri State University that the attached Fiscal Year 2018 Appropriations Request for Operations (including core funding and new decision items) be approved.

VOTE: AYE _____
 NAY _____



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

July 28, 2016

Missouri Department of Higher Education
c/o Mr. Leroy Wade
Interim Commissioner of Higher Education
Missouri Department of Higher Education
205 Jefferson Street
Jefferson City, MO 65102

Dear Mr. Wade:

Missouri State University is pleased to submit its Fiscal Year 2018 Appropriations Request for Operations. The request includes core funding and new funding decision items. We are providing this request in compliance with the policies and practice of the Coordinating Board of Higher Education. The total request of \$99,824,018 is comprised of the following:

Funding for Core Operations

1. Operating Appropriation Base (Fiscal Year 2017 Core with Performance Funding)	\$91,649,516
2. MSU Engineering Collaboration with Missouri S&T (Fiscal Year 2017 Core)	<u>1,000,000</u>
Funding for Core Operations – Total	\$92,649,516

New Funding Decision Item Requests

1. Performance Funding for Core Operating Support (5%)	\$4,582,476
2. New STEM Initiatives	916,495
3. Equity Funding for Missouri State University-West Plains	833,979
4. Mental Health Initiatives	<u>TBD</u>
New Funding Decision Item Requests – Total	<u>\$6,332,950</u>

Total Core and New Funding Decision Item Requests **\$98,982,466**

Debt Offset Tax Authority **\$300,000**
Missouri Returning Heroes Act **\$541,552**

Total Missouri State University Request **\$99,824,018**

The justification for each of our requests follows. This request seeks decision items for a 5% increase in Core Performance Funding, a 1% increase for specific STEM-related projects, equity funding for Missouri State University-West Plains consistent with the other public two-year colleges and funding for mental health initiatives if provided for in the budget. Missouri's public universities have been leading the nation in keeping tuition increases low. Over the past several years, tuition growth has been significantly below inflation, and among the top five lowest in the country. We believe our request is reasonable and reflects a commitment necessary to improve and advance the State of Missouri by developing educated citizens and a skilled workforce.

Very Truly Yours,

Clifton M. Smart III
President

Missouri State University Fiscal Year 2018 Appropriations Request for Operations

Funding for Core Operations

\$92,649,516

The University's first priority for the fiscal year 2018 appropriation request is to maintain its base level of support. This support is critical to the University's mission as a comprehensive institution offering undergraduate and graduate programs, including the professional doctorate. The University educates students to be global citizen scholars committed to public affairs. This funding supports the University's Operating Fund for core student education and the mission of the University as well as administrative operations. The funding for core operations is comprised of two items: 1) \$91,649,516 which represents the fiscal year 2017 operating appropriation base and performance funding (improved outcomes) and 2) \$1,000,000 for the funding of the collaborative engineering program with Missouri University of Science and Technology. The funding for the collaborative engineering program was first appropriated in fiscal year 2017.

New Funding Decision Item Requests

\$6,332,950

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

Decision Item 01: Performance Funding

\$4,582,476

The Performance Funding initiative was developed by the CBHE Performance Funding Task Force (2012) as a way to advocate for increased state appropriations to the base funding for institutions of higher education based upon institutional success on adopted performance measures. Prior legislation (SB 492 (2014)) formalized the performance funding process and provides up to 10% of appropriations to address inequitable state funding.

The University requests an increase in core operating appropriations of 5% for its fiscal year state appropriations as a placeholder for performance funding. This amounts to \$4,582,476.

Decision Item 02: STEM Funding

\$916,495

The University is requesting an appropriation increase of 1% for science, technology, engineering and mathematics (STEM) initiatives. For the last several years the University has experienced a steady, modest increase in STEM students. Improved funding would significantly enhance the number of undergraduate and graduate students completing degrees in these disciplines. Funds would be used as detailed below to keep pace with the demands for STEM graduates by expanding degree programs and attracting and hiring faculty needed to support program expansion.

2A. Expansion of STEM programs-Springfield Campus

\$770,420

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

- 20 additional Bachelor of Science computer graduates by fiscal year 2020
- 5-10 additional Bachelor of Science in actuarial mathematics by fiscal year 2020
- 20 graduates with a Computational Science Certificate by fiscal year 2021
- 25 additional Bachelor of Science biology graduates by fiscal year 2020

Until faculty hires are completed to expand programs, funds will be used to assist in renovating Cheek Hall (math and computer science) and the Plaster Center (engineering) in preparation for the enrollment growth.

2B. Expansion of STEM programs-West Plains Campus

\$146,075

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

Decision Item 03: Equity Funding for West Plains Campus

\$833,979

Missouri State University-West Plains 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. For the past two years, the 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 in fiscal year 2018, the University requests that MSU-WP receives its share of such funding.

Decision Item 04: Mental Health Initiatives

To-Be-Determined

Should funds be available for mental health initiatives, the University requests an equitable share of funds to support the following types of initiatives:

Master of Science in Applied Behavior Analysis - Funds will be used to increase the number of graduates of the Master of Science in Applied Behavior Analysis program. These professionals are needed to provide intervention services for individuals with learning, emotional, or developmental disabilities.

Master of Science in Speech Language Pathology - Funds will be used to create a Mental Health Scholars program for Speech Language Pathology students to increase the number of graduates who are interested in working in a mental health setting.

Nursing - Funds will be used to improve the mental health knowledge and skills of all students enrolled in the Bachelor of Science in Nursing and the Doctor of Nursing Practice programs. A Mental Health Scholars certificate will be awarded to students who choose to complete the equivalent of nine credit hours of focused mental health training.

Master of Occupational Therapy - Funds will be used to enhance the preparation of all students in the Master of Occupational Therapy (MOT) program and create a Mental Health Scholars program to increase the number of MOT graduates who are interested in working in a mental health setting.

Doctor of Physical Therapy - Funds will be used to increase the interprofessional mental health preparation for all students in the Doctor of Physical Therapy program by creating integrated clinical experiences focused on developmental disabilities. Scholarships will be offered to those who are interested in completing specialized clinical internships in a mental health setting.

Debt Offset Tax Authority

\$300,000

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

Missouri Returning Heroes Act

\$541,552

The University is requesting additional appropriations equivalent to tuition waived in FY2009 through FY2016 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, 169 unduplicated students have benefited from this program.

VIII.D.1.

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

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

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

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

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

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

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

VOTE: AYE _____

NAY _____

COMMENTS:

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

- 1.5 Organization
 Minor changes
- Division name updated
 - Period added to the end of a sentence
 - West Plains Staff Senate email and web site addresses updated
- 1.6 Organizational Chart
 Minor changes
- Updated to reflect current structure
 - Title Changes
 - Assistant to the President & Chief Diversity Officer
 - Director, Intercollegiate Athletics and Athletics & Entertainment Facilities
 - Chief of Staff & Assistant to the President for Governmental Relations
 - Positions newly added to the Organizational Chart
 - Vice President, Marketing & Communications
 - Chief Information Officer
 - Dean, College of Arts & Letters
 - Dean, College of Business
 - Dean, College of Education
 - Dean, College of Health & Human Services
 - Dean, College of Humanities & Public Affairs
 - Dean, College of Natural & Applied Science
 - Dean, Library Services
 - Dean, Graduate College
 - Director, William H. Darr School of Agriculture
 - Director of Institutional Equity and Compliance
 - Title IX Coordinator
- 3.0 Employment Policies and Procedures
 Minor changes
- Added hyphens
 - Updated document name
 - Added hyperlink
- 3.7 Criminal Background Checks
- Changed to address new Ban the Box Executive Order 16-04
 - Changed to better align with [Op7.05 Criminal Background Check Procedures](#)

- 4.3.5.1 University-Initiated Transfers
 - Provides flexibility to the cost center to determine salary levels when dealing with lateral transfers and transfers to a job with a lower midpoint
- 4.3.5.2 Employee-Initiated Transfers
 - Changed format
 - Changed language to align with proposed language in 4.3.5.1 University-Initiated Transfers
- 4.3.6 Reclassifications
 - Changed to allow more discretion and flexibility to address equity issues
- 4.9 Compensatory Time
 - Changed to reflect current Banner process
- 5.2.4 Performance Improvement Plan
 - Changed to place greater emphasis on contacting the Office of Human Resources
- 6.11.9 Counseling Services

Minor changes

 - Updated MSU Counseling paragraph to reflect current organizational structure
 - Added paragraph about Center City Counseling services
- 7.2 – 7.5.5.3 Sick Leave
 - Changed to provide sick leave for 9-month faculty (including clinical faculty)
- 7.6 Personal Leave
 - Changed to quarter hour increments to align with vacation and sick accrual usage
 - Deleted sentence that seemed redundant and confusing
- 7.19 Shared Leave
 - Mirrors FMLA in many instances
 - Reduces qualifying donations
 - Increases leave hours granted from 320 hours to 480 hours (FMLA)

- Increases qualifying events: FMLA (example: maternity, paternity, elder care, etc...) and bone marrow/organ donation
- Full endorsement and appreciation of Staff Senate

7.20

Long-Term Paid Sick Leave for Faculty

- New section added to memorialize/reflect faculty extended leave as contemplated by Section 6.6.6 of the Faculty Handbook

1.5 ORGANIZATION

Executive Administration - The current executive administrative organizational structure at Missouri State University is depicted in the Organizational Chart in 1.6. Departments are aligned under this structure and are given responsibility and authority as specified by the Board of Governors.

Administrative Responsibility - Policies and procedures relating to personnel administration of employees are applicable throughout the University in order to provide equitable treatment and consistent relationships with all employees. Departmental administrators and supervisors are responsible for adherence to University personnel policies and procedures in their respective departments, for providing direction and supervision, and for establishing standards of quality and quantity of work performance.

Office of Human Resources - The Office of Human Resources, under the Vice President for Administrative & Information Services, provides various support services to all departments in order to attract, develop, and retain the human resources needed to support the University's teaching, research, and administrative functions. The Office administers certain employee-related programs, maintains personnel records, interprets University personnel policies and procedures, and carries out functional responsibilities related to the University's personnel programs, including: salary administration, applicant recruitment, referral and employment, employee development, orientation, benefits administration, and employee and labor relations activities.

In providing these services, the Office of Human Resources seeks to coordinate the personnel needs of the University with those of the employees. As a service-oriented unit, the Office of Human Resources is available to support departments in their administration of personnel programs and in their direct support of employees. The employee should make suitable arrangements with his/her department supervisor prior to leaving the work area to visit the Office of Human Resources.

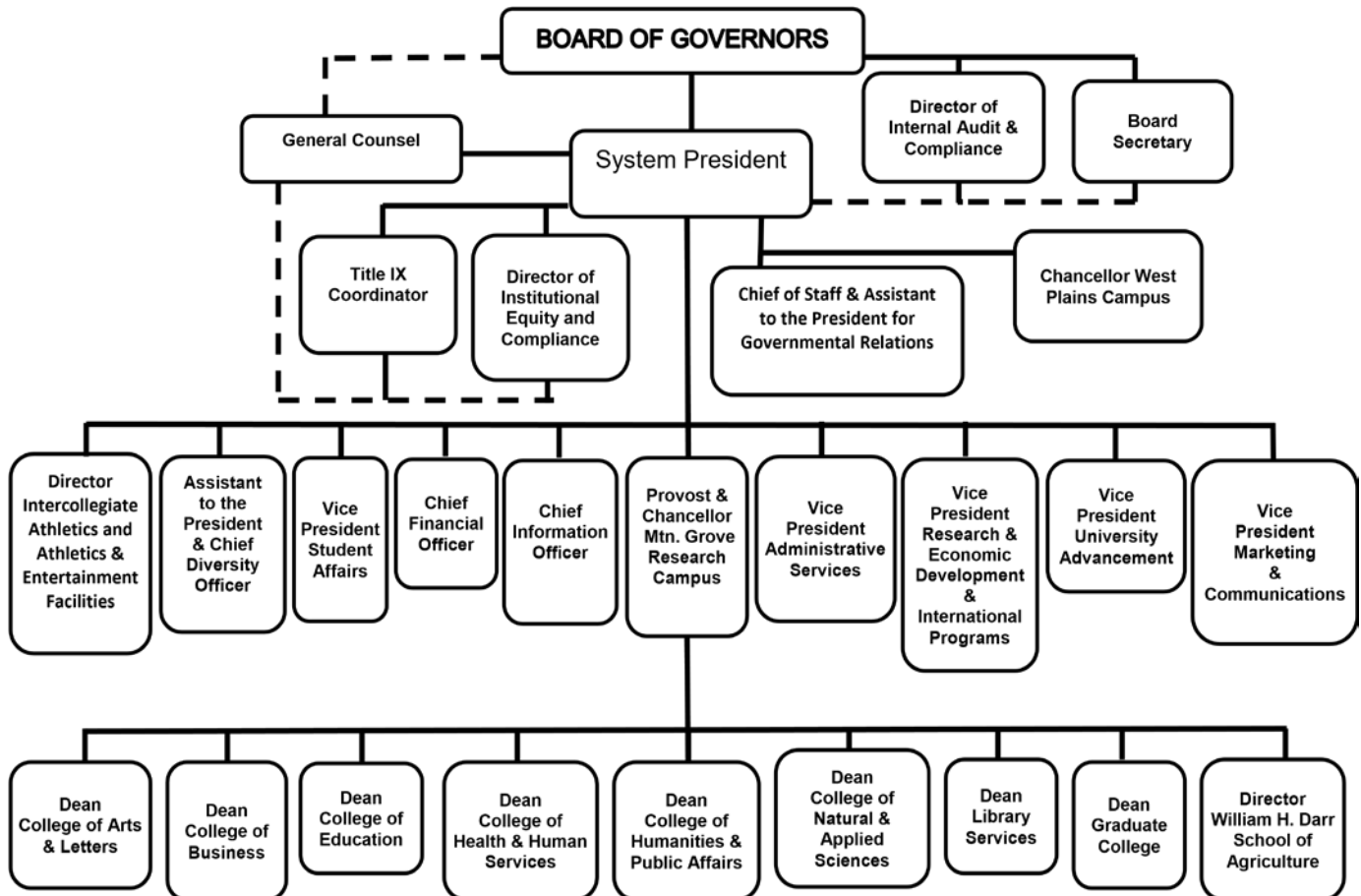
Staff Senate – The Staff Senate promotes and fosters the welfare and growth of University staff through a fact-finding, deliberative and consultative body of representatives which makes studies, reports, and recommendations to the administration on behalf of its constituency.

The twenty-seven (27) Senators represent all major occupational categories (except faculty) and include seven (7) divisional representatives at large, representing the President and each Vice Presidential unit. The Senate also includes one representative from Faculty Senate and one representative from Student Government Association as non-voting members. Employees are eligible to become Senators after serving one year at the University. The University encourages employees to attend Senate meetings when possible and participate in Senate membership activities. Supervisors should use student workers, forward phone calls and take other measures to allow as many employees as possible to attend and participate.

The Staff Senate meets the first Thursday of each month in Plaster Student Union. All Senate meetings are open to everyone, but staff members, in particular, are encouraged to attend. For agenda and other Senate information, visit the Staff Senate web page at <http://www.missouristate.edu/staffsenate> or email staffsenate@missouristate.edu. For the West Plains campus, visit their Staff Advisory Council web page at <http://www.wp.missouristate.edu/staffsenate> <http://blogs.wp.missouristate.edu/staffsenate/> or email STACWP@missouristate.edu WPStaffSenate@MissouriState.edu.

1.6 ORGANIZATIONAL CHART

MISSOURI STATE UNIVERSITY SYSTEM



3.0 EMPLOYMENT POLICIES AND PROCEDURES

At Missouri State University, all applicants for employment will be treated courteously and given fair and equitable consideration for employment in accordance with the University Non-discrimination Policy (2.1) within this handbook. All new employees are selected on the basis of experience, education, ability, training, and other job-related factors.

The University is committed to maintaining an environment that encourages full utilization and adequate reward of the individual employee's effort, achievement, and cooperation. Every employee is given a fair opportunity to advance in the University organization as the employee's abilities warrant and as job openings occur.

The Office of Human Resources is responsible for the employment process for staff positions in all departments of the University. Staff positions include administrative, professional, and support staff. Administrators and search officials are designated as decision-makers for recruitment and hiring actions and are responsible for compliance with ~~the Guidelines for Hiring Executive, Administrative, and Professional Staff. The Guidelines for Hiring Faculty, Academic Administrators and Executive, Administrative and Professional Staff.~~ No employment offer may be made until all employment guidelines have been followed. Chairs of search committees or hiring officials are required to complete a training session annually through the ~~Office for Institutional Equity and Compliance~~ Office for Institutional Equity and Compliance on how to conduct a legal and effective search.

3.7 CRIMINAL BACKGROUND CHECKS

~~To determine suitability for employment or continued employment, Missouri State University checks the criminal records of any employee or applicant for employment, conducts background checks as outlined in the Criminal Background Check Policy.~~ Consideration will be given to the relationship between a conviction and the responsibilities of the position that is or will be held. A relevant job-related conviction is grounds for termination of employment or non-selection of an applicant. For positions that require operation of a motor vehicle, a conviction shall include misdemeanor traffic violations.

Falsification of application materials, including failure to disclose felony convictions, is grounds for termination of employment or non-selection of an applicant. University employees must notify the Office of Human Resources within five (5) days of a conviction for a felony, or any drug, alcohol, or sex-related offense. Failure to report such conviction is grounds for disciplinary action up to and including termination of employment or non-selection of an applicant. Supervisors should notify the Office of Human Resources immediately upon being informed of any such conviction.

4.3.5.1 University-Initiated Transfers

A University-initiated transfer occurs as the result of an action taken by the administration such as a reorganization or restructuring of a department or unit or the elimination of a position. A University-initiated transfer may also be the result of disciplinary or performance-related actions. Such transfers may result in either a lateral transfer or a transfer to a job that has a salary range with a lower midpoint than the employee's current salary range as defined below.

If the transfer occurs as the result of disciplinary action, the employee's salary will be determined jointly by the employee's new Department Head and the Director of Human Resources with approval from the major cost center administrator.

~~(a) **Lateral Transfer** A lateral transfer occurs when the transfer is to a position or job having the same salary range. Normally, there is no change to the employee's salary resulting from a lateral transfer.~~

~~A lateral transfer occurs when the transfer is to a different position within the same job or to a different job that has the same salary range. There may or may not be a change to the employee's salary resulting from a lateral transfer. In most cases, such decision will be solely dependent upon the decision of the cost center to which the transfer is made.~~

~~(b) **Transfer to a Job with a Lower Midpoint** When an employee is transferred to a job that has a salary range with a lower midpoint, the employee's new salary will remain the same, provided the employee's current salary does not exceed the maximum of the salary range for the new position. If the employee's current salary exceeds the maximum of the salary range for the new position, the employee's salary will be set at the maximum of the salary range for the new position.~~

~~When the transfer is to a job that has a salary range with a lower midpoint than the employee's current salary range. The cost center may, at its discretion, offer a lower salary than the employee's current salary due to budgetary constraints and/or to ensure salary equity within the cost center. If the employee's salary is above the maximum of the new salary range, the salary will be reduced by the amount required to bring the employee's salary below or to the maximum of the new salary range.~~

~~If the transfer occurs as the result of disciplinary action, the employee's salary will be determined jointly by the employee's new Department Head and the Director of Human Resources with approval from the major cost center administrator.~~

(c) **Vacancy Procedures** When the transfer is to a vacant position in the same job or to a different job that has the same salary range or salary range that has a lower midpoint, for which the employee meets the minimum job qualifications, the vacant position will not be subject to the normal University vacancy posting procedures. If the department with the vacancy agrees, the employee being transferred will be asked if he/she is interested in accepting the vacant position. If the employee decides not to accept the transfer to the vacant position, normal University vacancy procedures will be followed. (See Section 3.4, Job Posting)

4.3.5.2 Employee-Initiated Transfers

An employee may request a transfer upon completion of one year of service in his/her current position and department. This requirement can be waived provided the employee's immediate supervisor agrees with the transfer. To initiate a transfer, an employee must apply to the pertinent posting on the University's applicant tracking system. An employee-initiated transfer may result in either a lateral transfer or a transfer to a job having a salary range with a lower midpoint as defined below.

(a) Lateral Transfer A lateral transfer occurs when the transfer is to a different position within the same job or to a different job that has the same salary range. There may or may not be a change to the employee's salary resulting from a lateral transfer. Such decision will be solely dependent upon the decision of the cost center to which the transfer is made.

(b) Transfer to a Job with a Lower Midpoint When the transfer is to a job that has a salary range with a lower midpoint than the employee's current salary range, ~~the employee is not entitled to retain their current salary.~~ The cost center may, at its discretion, offer a lower salary than the employee's current salary due to budgetary constraints and/or to ensure salary equity within the cost center.

(c) Transfer to a Job with a Higher Midpoint If the employee's salary is above the maximum of the new salary range, the salary will be reduced by the amount required to bring the employee's salary below or to the maximum of the new salary range.

~~The cost center may, at its discretion, offer a lower salary than the employee's current salary due to budgetary constraints and/or to ensure salary equity within the cost center.~~

~~If the employee's salary is above the maximum of the new salary range, the salary will be reduced by the amount required to bring the employee's salary below or to the maximum of the new salary range.~~

4.3.6 Reclassifications

A reclassification is a change in the pay grade to which a job is assigned based on job analysis of the essential duties and responsibilities of a job that has changed over time. Sometimes, the job duties of a position or positions within a job can change over time, and this can result in a reclassification of a position or positions within a job to a new job or different existing job.

The essential duties and responsibilities of a job or position within a job can change due to many factors, including departmental reorganizations or an evolution of job duties over time caused by changes in technology, regulatory mandates, etc. If an employee or supervisor thinks that the job duties have changed sufficiently to warrant a reclassification review, the immediate supervisor of the job or position within the job can initiate a request for reclassification review of the job by the Office of Human Resources. Requests for reclassification review must be authorized at each organizational level of the division with the major cost center administrator (Provost, Vice President, Chief Financial Officer, or Chancellor) authorizing Human Resources to do the reclassification review.

A reclassification review can result in an increase, decrease, or no change to the grade associated with the job or position within a job. If a job or position within a job is reclassified to a grade with a higher midpoint, ~~the amount of the reclassification increase must be at least 5% but no more than 12% of the employee's current salary as recommended~~ the amount of the increase is determined by the department head and approved by the cost center administrator. The employee's salary must be brought to at least the minimum of the new range ~~even if the increase is more than 12%~~. If a job or position within a job is reclassified to a grade with a lower midpoint and the employee's salary is above the maximum of the new salary range, the salary will be reduced by the amount required to bring the employee's salary below or to the maximum of the new salary range.

4.9 COMPENSATORY TIME

When nonexempt employees work more than forty (40) hours in the employee's work week, the hours over forty (40) hours are automatically paid at straight time and the additional half (1/2) time will be banked as compensatory time. If requested the additional half (1/2) time that is banked as compensatory time may be paid out in the following month it is earned with departmental budgets permitting. Compensatory time off shall be taken ~~during the remaining weeks of the monthly pay period in which it is earned, or~~ within the 12 months immediately following the monthly pay period. An employee who has accrued compensatory time off shall be permitted to use such time within the period stated above if the use of such compensatory time off does not unduly disrupt the operations of the department.

Employees may accrue compensatory time off up to a limit established by the University, but in no case may compensatory time exceed 240 hours. An employee who has accrued compensatory time off shall, upon termination of employment, be paid for the unused compensatory time off at a rate of compensation not less than: 1) the average regular rate received by such employee during the last three years of the employee's employment; or 2) the final regular rate received by such employee, whichever is higher. An employee may, at the discretion of the University, be paid for accrued compensatory time off at a time other than termination. Such compensation shall be paid at the regular rate earned by the employee at the time the employee receives payment.

The provision of compensatory time applies only when the hours worked are in excess of 40 for the workweek. A department head or supervisor may schedule time off for an employee or offset hour for hour during a particular workweek to compensate for excess hours worked during a previous day of the same workweek.

5.2.4 Performance Improvement Plan

The supervisor must develop a Performance Improvement Plan (PIP) when the employee's overall performance evaluation rating is less than "Competent" (a rating less than 3) or if the supervisor determines current performance requires improvement. The Performance Improvement Plan must clearly describe:

- (1) what behavior, performance, situations, or conditions must be changed and how,
- (2) what is to be done by the employee,
- (3) what is to be done by the supervisor, and
- (4) when the improved level of performance is to be achieved.

The PIP becomes part of the employee's Appraisal and Development Plan for the rating period it was initiated. Supervisors should consult with their next line of supervision (Reviewer) when initiating a PIP on an employee since the Reviewer also signs the form at the establishment of the PIP and at the Follow-Up Review. The Follow-Up Review with the employee should be conducted approximately 60 days following the initiation of a PIP. Supervisors ~~should contact~~ ~~may also want to contact~~ the Office of Human Resources for guidance and assistance on the process prior to meeting with the employee.

6.11.9 Counseling ~~and Testing Center~~ Services

~~The Counseling and Testing Center is staffed with experienced professional counselors, psychologists, and social workers who provide individual and group counseling to help resolve personal and relationship difficulties, as well as providing crisis intervention to deal with situations which require immediate attention. First priority is given to students; however, University employees are eligible for consultation and referral services. Additionally, a wide range of nationally standardized tests for college admission and proficiency certification are available through the Counseling and Testing Center. Employees who desire to take advantage of the services offered by the Counseling and Testing Center should call (417) 836-5116 for further information or visit <http://counselingandtesting.missouristate.edu/> for additional information and resources.~~

The MSU Counseling Center provides experienced mental health clinicians counselors, psychologists, and social workers to the campus community for individual and group counseling needs. These professionals help address personal and relationship concerns, as well as providing crisis intervention in situations which require immediate attention. First priority for counseling is given to students, however, University employees are eligible for consultation and referral services. Employees who desire to utilize services offered by the Counseling Center may call (417) 836-5116 for further information or visit <http://counselingcenter.missouristate.edu/> for additional information and/or resources.

The Center City Counseling Clinic offers individual and couples counseling to help resolve personal and relationship issues. The clinic is staffed by students finishing their Masters' in Counseling and under the supervision of experienced professional counselors and psychologists. University employees may call 417-836-3215 for further information or to schedule an appointment. Fees can be waived if there are economic difficulties.

7.2 SICK LEAVE

All full-time regular employees are eligible to accrue paid sick leave. (Effective August 1, 2016, in addition to 12-month faculty, 9-month faculty (including clinical faculty) will also be considered “full-time employees” for purposes of eligibility to accrue paid sick leave, as further described in Section 7.5.) -Sick leave may be used for an illness, pregnancy, injury, or for medical/dental appointments. Employees whose normal work location is on the Springfield campus are not required to use sick leave when they have a medical appointment or seek medical treatment at one of the University's on-campus healthcare providers (e.g., the Taylor Health and Wellness Center, the Physical Therapy clinic, the Speech Language clinic), including filling or re-filling a prescription at the Taylor pharmacy. If the treatment or appointment at one of the University's on-campus healthcare providers results in a referral to another healthcare provider who is located off campus and the employee wants the time away from work for that subsequent appointment off campus to be paid, then sick leave can be used and the provisions of paragraph 7.2.2 apply.

Whenever employees seek medical treatment or have medical appointments off campus, the provisions of paragraph 7.2.2 apply. If the on-campus treating healthcare provider determines that the employee should not return to work but should be sent home, the employee may use sick leave for the time he/she is at home due to the medical illness or injury. Otherwise, the time away from work while at home will be unpaid unless it is a work-related injury or illness (see Section 6.5 of this handbook for information about Workers' Compensation benefits). The provisions of paragraph 7.2.2 apply regarding the use of sick leave under these circumstances.

Employees may also use sick leave ~~, up to a maximum of 96 hours (12 days) in a calendar year,~~ due to an illness or injury of the employee's spouse, sponsored dependent, children, parents, mother-in-law, father-in-law, or other family members who require the employee's personal care and attention. ~~If employees need more than 96 hours in a calendar year to care for a family member who is ill or injured, they may use vacation or compensatory time.~~ Employees may use unpaid leave under the Family and Medical Leave Act (FMLA) to care for a family member ~~who is ill or injured~~ due to illness, injury, childbirth, or adoption. (see Section 7.8-7 in this handbook for details about applying for Family and Medical Leave.) Sick leave may also be approved as provided in the policy provision for personal leave. Sick leave, whether for personal illness, family illness, or personal leave, shall be deducted from the employee's accumulated sick leave.

7.2.1 Accrual

Sick leave accrues at the rate of eight hours per pay period (one day); there is no limit on the number of sick leave days that may be accrued or carried forward. The accrual rate applies to full-time 12-month appointments. Staff members with appointments of less than 12 months (e.g., nine-month positions) will accrue sick leave on a basis prorated to full-time, 12-month appointments (e.g., 72 hours per year (nine days) for nine-month appointments). Employees will accrue leave with a minimum of 80 hours paid time in a pay period. Employees who terminate employment or retire from the University will accrue sick leave in the month of termination/retirement provided that they have 80 hours of paid time for that pay period; no partial monthly accruals are allowed.

Employees who are off work due to a work-related injury or illness (i.e., one for which the employee has filed a workers' compensation claim) will not accrue any sick leave if they do not have 80 hours paid time during each pay period that they are off work. Employees may supplement their workers' compensation payments (i.e., the temporary total disability [TTD] payments from the State of Missouri) by using their accrued vacation, sick leave, or compensatory time off during the pay period in order to meet the minimum 80 hours of paid time.

7.2.2 Using Sick Leave

Sick leave may be taken only after time is accrued and recorded at the end of each month. It cannot be taken before it is accrued. Sick leave will be recorded in quarter-hour increments. An absence of less than 15 minutes will be counted as a quarter hour. Employees whose regular work week consists of four 10-hour days will need to record 10 hours of sick leave on their timesheet or leave report which will be deducted from their sick leave balance for each day of sick leave that they take.

Employees who are unable to report to work because they are ill must promptly notify their supervisor (See Section 9.2.1 of this handbook for the policy on employee absence). A supervisor may require an employee who has been absent from work due to illness or injury to provide a doctor's statement or other acceptable proof of illness or injury. Supervisors may require a doctor's statement that includes a release to return to work. Supervisors may also require proof of illness if employees have a poor attendance record or have exhibited a pattern of misusing sick leave.

7.2.2.1 Unused Sick Leave Applied at Retirement

Employees terminating employment for any reason *other than qualified retirement* are not paid for their unused sick leave. However, the Missouri State Employees' Retirement System (MOSERS) requires that the University report the number of unused sick hours that an employee had at the time the employee terminated employment with the University. If the employee is vested in MOSERS (i.e., worked at least five years in a MOSERS eligible position) at the time of termination of employment, MOSERS will convert the reported unused sick leave hours into retirement service credit; 168 hours equals one month of service credit. When the employee applies for retirement at some future date when he/she is qualified to retire, MOSERS will include those months of service in the calculation of the retirement benefit amount.

The provisions of this section regarding treatment of sick leave by MOSERS are subject to modification in order to comply with MOSERS requirements. Employees who retire under one of the University's public retirement plans will be paid for 40 percent of any ~~accumulated~~-accrued unused sick leave rounded up or down to the nearest full day (up to a maximum of 384 hours (48 days), and the remaining unused sick leave will be reported to MOSERS for inclusion as creditable service in accordance with MOSERS' policies regarding the reporting of unused sick leave. A qualified retirement is one in which the employee is eligible for and receives a monthly retirement benefit from one of the University's retirement plans (Missouri State Employees' Retirement System).

7.3 STAFF CHANGES TO FULL-TIME, REGULAR FACULTY

Staff employees who are appointed to a full-time, ~~regular~~-9-month faculty position no longer earn vacation ~~or paid sick leave~~. Vacation ~~and sick leave~~-accrual ceases upon the effective date of appointment to their 9-month faculty position responsibilities. Employees who have accrued vacation days are encouraged to use such vacation prior to the start of the faculty position responsibilities. Any earned, unused vacation days not taken prior to the start of the faculty position responsibilities will be paid as a supplemental payment. Any unused sick leave days not taken prior to the start of the faculty position responsibilities will be retained

until the employee resigns or retires from the University. Upon resignation or retirement, the unused sick leave days will be reported to MOSERS for inclusion as creditable service in accordance with MOSERS' policy regarding the reporting of unused sick leave.

7.4 LEAVE RECORDS

All full-time regular employees who are entitled to paid leave benefits must request leave from their supervisor in advance and record leave taken on their timesheet or leave report. Employees may gain access to their personal information on <http://my.missouristate.edu>. The Office of Human Resources maintains leave records for all employees.

7.5 LEAVE BENEFITS FOR ~~ACADEMIC ADMINISTRATORS AND TWELVE MONTH ACADEMIC~~ ~~PROFESSIONAL~~ ~~EMPLOYEES~~ ~~FACULTY~~ (ACADEMIC ADMINISTRATORS, 12-MONTH FACULTY, AND 9-MONTH FACULTY)

7.5.1 Eligibility

All full-time 12-month administrative and professional employees who hold faculty rank are entitled to paid vacation and sick leave benefits described in this policy. The 12-month academic employees include executive/administrative, deans, academic department heads, and other administrative and professional employees. Leave benefits take effect at the time an employee is appointed to an eligible 12-month position. Generally, a 12-month academic appointment coincides with the fiscal year (July 1 to June 30).

Additionally, effective August 1, 2016, 9-month faculty (including 9-month clinical faculty) will be considered "full-time employees" who are eligible to accrue paid sick leave under this Section 7.5.

7.5.2 Vacation Leave Accrual and Use

Full-time 12-month administrative and professional employees who hold faculty rank Employees will accrue leave with a minimum of 80 hours paid time in a pay period. Vacation time will accrue at a rate of 13.34 hours per pay period or 160 hours per year (20 days). Such eEmployees accrue vacation monthly and may carry days forward from one (1) month to the next. The maximum amount of vacation that can be carried forward from one fiscal year to the next cannot exceed two times the employee's annual allowance. For example, if an employee earns vacation at the rate of 13.34 hours each pay period, or 160 hours per year (20 days), the employee may carry forward up to a maximum of 320 hours (40 days). Any amount of leave over the maximum accumulation of two times the annual allowance is lost at the end of the fiscal year (June 30) in which the maximum accumulation amount has been reached.

Vacation may be taken only after time is accrued and recorded at the end of each month. It cannot be taken before it is accrued or in anticipation of it being recorded at the end of the month. Vacations may be taken as weekly periods, individual days, or in half-day increments as long as the period chosen meets with departmental approval and there is a sufficient leave balance available.

Nine-month faculty (including 9-month clinical faculty) do not accrue vacation time under this Section 7.5.

7.5.3 Sick Leave Accrual and Use

~~Upon assuming their duties as academic administrators or professionals, faculty will be extended an initial allotment of sick leave. Sick leave can be either “earned” or “unearned”. Earned sick leave is referred to simply as sick leave and is defined as follows:~~

- ~~• An allotment of days (at the rate of one day per month) that was given to all academic administrators/professionals who were serving in their positions on July 1, 1992 based upon the appropriate amount of sick leave they would have accumulated prior to implementation of the sick leave system for academic administrators/professionals on that date. The allotment of sick leave for service prior to July 1, 1992 was capped at 120 days and was previously referred to as “back up” sick leave and/or~~
- ~~• The accrual of days (at the rate of one day per month) after July 1, 1992, while serving in an academic administrator/professional position.~~

~~Unearned Sick Leave is defined as an allotment of sick leave days, based upon the faculty member's months of service at Missouri State University (exclusive of any months of service as an academic administrator/professional), granted at the rate of one day of sick leave for each month of service and is capped at a maximum of 120 days.~~

~~Sick leave accrues at the rate of eight (8) hours per pay period (1 day) for full-time, 12-month employees. Faculty members with appointments of less than 12 months (e.g., 9-month positions) will accrue sick leave on a basis prorated to full-time, 12-month appointments (e.g., 72 hours, or 9 days, per year for 9-month appointments). There is no limit on the number of earned sick leave days that may be accrued or carried forward. This system allows employees the opportunity to accumulate a substantial amount of paid sick leave in the event of an accident or long-term illness. Employees will accrue leave with a minimum of 80 hours paid time in a pay period. Employees who terminate employment or retire from the University will accrue sick leave in the month of termination/retirement provided that they have 80 hours of paid time for that pay period; no partial monthly accruals are allowed.~~

~~Sick leave may be taken as leave accrues for employee illness or injury which renders the employee incapable of performing the duties of the position and for preventative medical and dental care. A limited amount of sick leave may also be used due to the illness or injury of to provide care to the employee's spouse, sponsored dependent, child(ren), parents, mother-in-law, father-in-law, or other family members who requires the employee's personal care and attention due to illness, injury, childbirth, or adoption (in a manner consistent with Section 7.7 of the Employee Handbook). A maximum of twelve days each calendar year can be used for such illness or injury. Sick leave may be taken only after time is accrued and recorded at the end of each month. It cannot be taken before it is accrued or in anticipation of it being recorded at the end of the month.~~

~~One Up to three (3) days of sick leave per calendar year may be granted for any reason deemed important to an employee and is referred to as personal leave. Personal leave does not accumulate from one (1) calendar year to the next. If personal leave is not taken in any given year, it is accumulated as sick leave. Personal leave must be taken in a full-day increment. Any portion of a day will count as one day of personal leave.~~

Employees who are off work due to a work-related injury or illness (i.e., one for which the employee has filed a workers' compensation claim) will not accrue any sick leave if they do not have 80 hours paid time during each pay period that they are off work. Employees may supplement their workers' compensation payments (i.e., the temporary total disability [TTD] payments from the State of Missouri) by using their accrued vacation, sick leave, or compensatory time off during the pay period in order to meet the minimum 80 hours of paid time.

7.5.4 Earned and Unearned Sick Leave

Historically, the University has referred to sick leave as either “earned” or “unearned.”

Earned sick leave is referred to simply as sick leave and is defined as follows:

- An allotment of days (at the rate of one day per month) that was given to all academic administrators/professionals who were serving in their positions on July 1, 1992 based upon the appropriate amount of sick leave they would have accumulated prior to implementation of the sick leave system for academic administrators/professionals on that date. The allotment of sick leave for service prior to July 1, 1992 was capped at 120 days and was previously referred to as “back-up” sick leave and/or
- The accrual of days (at the rate of one day per month) after July 1, 1992, while serving in an academic administrator/professional position.

Unearned sick leave is a historical concept defined as follows:

- Prior to August 1, 2016, academic administrators and faculty with 12-month appointments were extended an initial allotment of sick leave upon assuming their duties as academic administrators or professionals; this allotment was called ‘unearned’ sick leave. Specifically, prior to August 1, 2016, academic administrators and faculty with 12-month appointments were given an allotment of sick leave days based upon the faculty member’s months of service at the University (exclusive of any months of service as an academic administrator/professional), which allotment was granted at the rate of one (1) day of sick leave for each month of service, capped at a maximum of 120 days.

Leave Records

~~An academic administrator or 12-month academic professional may elect not to complete the Leave Report if he/she signs an agreement that he/she will not ask for payment for unused vacation or sick leave upon retirement or return to a nine-month faculty position.~~

~~Academic Administrators/Professionals who are entitled to paid leave benefits must request leave from their supervisor in advance and record leave taken on their leave report. Employees may gain access to their personal information on <http://my.missouristate.edu>. The Office of Human Resources maintains leave records for all employees.~~

7.5.5 Changes in Employment Status

7.5.5.1 Retirement

A qualifying retirement is one in which the ~~academic administrator or 12-month academic professional~~faculty member (whether an academic administrator, 12-month faculty, or 9-

[month faculty](#)), at the time he/she leaves the University, is eligible for and receives a monthly retirement benefit in the University's retirement plans: Missouri State Employees' Retirement System (MOSERS) ~~and-or~~ College and University Retirement Plan (CURP). Academic administrators and professionals who retire from the University while serving in a 12-month position are entitled to payment for all accrued, unused vacation time. They will also be paid for forty percent up to a maximum of 384 hours (48 days) of their accumulated earned, unused sick leave. ~~Such e~~Employees retiring under the MOSERS plan will have the remaining earned, unused sick leave reported to MOSERS for inclusion as creditable service in accordance with MOSERS' policies. However, the remaining earned, unused sick leave days will not be reported to the CURP retirement plan for service credit because CURP does not recognize service credit as a component of its retirement benefit calculation. Calculation of the unused sick leave upon which the forty percent payment is based will not include the days allotted as unearned sick leave.

[Faculty with 9-month appointments who retire under MOSERS or CURP will not be paid for accrued but unused sick leave upon retirement. Rather, with respect to faculty members who retire under MOSERS, the entire balance of their accrued but unused sick leave will be reported to MOSERS for retirement service credit. Faculty members who choose to remain in and retire under CURP will not receive retirement service credit for accrued but unused sick leave.](#)

[Note: Faculty are reminded that, after six \(6\) years of employment with the University, they are eligible to change from CURP to MOSERS, which move may be beneficial to some faculty. For more information and/or to discuss how this move could affect your individual investment strategy, please contact the University's Office of Human Resources at \(417\) 836-6616 or MOSERS at \(800\) 827-1063.](#)

7.5.5.2 Transfer/Return to a Nine-month Faculty Position

When an academic administrator or 12-month academic professional transfers from a 12-month position to a nine-month faculty position, he/she is no longer entitled to paid ~~leave benefits-vacation~~ under this policy. Upon assuming the responsibilities of the nine-month faculty position, [in addition to any benefits for which the individual is entitled under the Employee Handbook](#), faculty leave benefits as described in the *Faculty Handbook* will apply. The employee is expected to use all accumulated vacation leave before the nine-month faculty appointment begins. Any earned, unused vacation days not taken prior to the start of the nine-month faculty position responsibilities will be paid.

Academic administrators and 12-month academic professionals transferring from their 12-month position to a ~~nine~~9-month faculty position are not entitled to receive payment for any unused sick time; however, they will retain their earned, unused sick days while serving as faculty. If an academic administrator or professional, who has transferred from a 12-month position to a ~~nine~~9-month faculty position, subsequently retires from the University, he/she will not be paid for the forty percent of his/her earned sick leave days. However, [if the retirement occurs after July 1, 2000 and is under MOSERS, the University will report to MOSERS the number of earned, unused sick leave days the employee accrued while serving in the 12-month position in accordance with MOSERS' policy regarding the reporting of unused sick leave for service credit. The days allotted as unearned sick leave](#)

will not be reported to MOSERS. he/she may be eligible for retirement service credit consistent with Section 7.2.2.1, above.

7.5.5.3 Resignation

Academic administrators and 12-month academic professionals who terminate their employment with the University while serving in a 12-month position are entitled to payment for all unused vacation time, but are not entitled to payment for forty percent of the earned, unused sick leave. For MOSERS participants the University will report the number of earned, unused sick leave days the person accrued while serving in the 12-month position in accordance with MOSERS' policy regarding the reporting of unused sick leave. For CURP participants the University will not report the number of unused sick leave days earned because CURP does not recognize service credit as a component of its retirement benefit calculation.

7.6 PERSONAL LEAVE

Full-time, regular employees may use up to three days of accrued sick leave each fiscal year as personal leave. Personal leave may be granted for any reason deemed important to the employee. Examples of occasions for which employees may want to use a day of sick leave as a day of personal leave might include: community service, legal business; household repairs; personal or family birthday, anniversary, graduation; other personal business or significant event.

Personal leave will not be granted for an absence due to inclement weather conditions when the University needs all employees possible to report to work.

Personal leave may be taken in ~~a four hour quarter hour~~ increments.

If an employee decides to use a day of sick leave as a day of personal leave, the day will be deducted from his/her accrued sick leave balance. Personal leave does not accumulate from one fiscal year to the next. ~~Employees who do not use all their personal leave one year will not have additional personal leave the next year; o~~ Only three days of sick leave can be used as personal leave in any fiscal year. If an employee does not use personal leave, the sick leave will remain as accrued sick leave.

7. 19 SHARED LEAVE

7.19.1 Purpose

To provide a safety net against salary interruption for eligible employees who have a qualifying event causing them to be unable to perform their assigned job duties either on a continuous or intermittent basis. Donations of vacation leave hours by employees provide income to an affected employee who would otherwise be on unpaid leave. The purpose is not to provide unlimited sick leave for any medical reason. ~~By Board Resolution this program will be effective for use July 1, 2012 and~~ This program will be subject to periodic review ~~at the end of two years~~.

7.19.2 Scope

This policy applies to ~~all~~ full-time benefit eligible employees in a leave-earning position; this policy does not apply to faculty eligible for extended sick leave pursuant to Section 6.6.6 of the Faculty Handbook and/or Section 7.20 of the Employee Handbook.

7.19.3 Policy

Eligible employees may voluntarily donate accumulated vacation as defined by the Employee Handbook to a Shared Leave Pool (SLP) to aid eligible employees who are unable to work due to a qualifying event. Donations shall not be made directly from one employee to another, but shall be made to the University pool established for this purpose.

The donation of vacation leave is strictly voluntary. No employee may intimidate, threaten, or coerce any other employee with respect to donating or receiving leave under this program. Individual vacation leave records that apply to Shared Leave are confidential and no individual employees shall receive remuneration of any kind for vacation leave donated. Shared leave is for employee's health condition only, except as outlined in 7.19.7 Qualifying Events.

7.19.4 Eligibility

A. Receiving Shared Leave

1. Employee must have worked at least ~~one year~~ 12 months and have 1,250 hours of service in the previous 12 months at Missouri State University ~~continuously from the date of employment~~ and be in a leave-earning position to apply for SLP benefits.
2. Employee must have donated at least ~~24~~ 16 hours of earned vacation leave to the bank prior to requesting leave from the pool in order to receive donations from the SLP.
3. Employee must have experienced a Qualifying Event~~qualifying event~~.
4. Employee must have exhausted all accrued vacation and sick leave.
5. Employee must normally return to work for six continuous months following the last day of use of the donated time, if the maximum amount of approved SLP benefits were used; Family and Medical Leave eligibility will be determined before becoming eligible to apply for additional benefits from the pool.
6. Employees who are on a work-related injury and concurrent FMLA leave can supplement shared leave after their work compensation adjustments and accrued leave are used.

B. Donating Shared Leave

1. Vacation leave may be donated upon accrual.
2. Employee contribution may not exceed 32 hours, unless the Office of Human Resources has communicated a need for additional days. In that case, employee(s) may contribute additional day(s) up to the limit requested at that time.
3. Time must be donated in whole hours with a minimum donation of 8 hours.
4. Donated hours cannot be rescinded once they are donated.

C. Bone Marrow and Organ Donation

1. An employee must be employed at Missouri State University for a minimum of ninety (90) days before applying for time from the SLP for bone marrow or organ donation. A leave accruing employee may apply for time from the shared leave pool for bone marrow or organ donation without a qualifying donation of vacation time to the shared leave pool and without first exhausting all accrued sick and vacation time. The employee must provide the SLP committee with written verification from health care facility that he or she is serving as a bone marrow or organ donor. The employee may be granted a maximum of forty (40) hours from the SLP for bone marrow donation and a maximum of two-hundred forty (240) hours from the SLP for organ donation.

7.19.5 Shared Leave (SL) Committee

A. The SL Committee shall be comprised of ~~six (6)~~six (6) members: ~~two (2)~~ two (2) administrators, one (1) Office of Human Resources representative and three (3) Staff Senate members. The Director of Human Resources will act as an ex officio member of the Committee. The Committee will be categorized as a University Committee.

B. C. Committee appointment will be determined as follows:

1. Staff Senate members will be appointed by the Staff Senate

2. Human Resources representative will be appointed by the Vice President for Administrative Services

3. Two (2) administrators will be appointed by the University President

C. The Committee will elect a new Chair and Vice Chair from the committee each year at the first meeting in July. Terms will run July – June.

A-D.

Members of the Shared Leave Committee shall serve a ~~two-year~~two-year calendar term with the exception of one (1) at Staff Senate member, which will serve a one-year term. The other Staff Senate members will serve a ~~two-year~~two-year term. Thereafter, the one-year Staff Senate appointee will serve a two year term which will allow the Staff Senate membership to be replaced on alternate years. In the event that the appointed Staff Senate member's term on Staff Senate ends before the term on the Shared Leave Committee, a new appointee will be appointed by their respective body.

Committee appointment will be determined as follows:

- ~~Staff Senate members will be appointed by the Staff Senate~~
- ~~Human Resources representative will be appointed by the Vice President for Administrative Services~~
- ~~Two (2) administrators will be appointed by the University President~~
- ~~B. The Committee will vote a new Chair and Vice Chair each year at the first meeting in July. Terms will run July—June.~~

C.E. The Committee must sign a HIPAA Compliant Confidentiality Agreement promising to maintain all information on a confidential basis. Any breach of confidentiality will result in the committee member being excused and a replacement member being appointed. In addition, disciplinary action, up to and including termination of an employee may be taken as a result of any breach of confidentiality.

Examples of a breach of confidentiality include, but are not limited to:

1. Speaking of applicant's name and/or health condition outside of committee
2. Speaking of applicant's number of hours requested outside of committee
3. Speaking of the committee's decision and reasoning for granting or not granting benefits from the leave pool outside of committee.

D.F. The SL Committee will determine whether the employee request falls under the guidelines for a qualifying events ~~guidelines~~.

E.G. The Committee will review all applications for the SLP and shall follow the criteria set out in this policy to approve or disapprove the request for SLP benefits. The Committee's decision is final.

F.H. The Committee will convene as needed to review applications and approve or disapprove a SLP request. A minimum of four (4) committee members must be present to constitute a quorum. Name of applicant will remain anonymous.

G.I. In the event that the SLP falls below 200 hours or \$25,000.00, no more shared leave will be authorized until more hours are available. Lowered leave levels may determine leave distributions. If insufficient balances are experienced, the Office of Human Resources may send a communication to eligible employees indicating such a need but may not under any circumstances coerce an employee(s) to contribute leave time.

7.19.6 Procedures

A. General

1. The maximum amount of SLP benefits accessible to a recipient cannot exceed one-third of the balance of the pool, or ~~320~~ 480 hours leave time, whichever is less. The leave granted will run concurrent with FMLA.

2. If an employee receives a medical release to return to full-time work prior to using all hours granted, the unused balance of hours granted returns to the SLP.
3. Employees receiving a medical release for return to work on a part-time basis (i.e., fewer hours per day per week than the regular work schedule), may continue to use donated leave for the balance of the regular work schedule until medically released for full duty.
4. If intermittent treatment is required, unused approved SLP benefits may be provided on an as-needed basis until the employee has been approved by their attending physician to return to work full-time. Leave can be taken intermittently.
5. It is not possible to make back-payments to a SLP recipient who may have already taken some leave without pay. Donated time will be available for use by the recipient in accordance with regular payroll procedures and deadlines.
6. SLP hours may not be converted to cash.
7. The estate of a deceased employee is not entitled to payment for approved unused SLP hours.
8. If an employee earns additional leave benefits while drawing from the SLP, employee must use those hours before additional SL pool hours are used.
9. Eligible employees must apply for FMLA leave in conjunction with leave used from the SLP.

B. Requesting Leave

1. Employees will request leave from the SLP at the My Missouri State portal. Designees for the employee may request leave by completing the Request ~~For~~ for SLP Leave available in the Office of Human Resources.
2. Any employee requesting leave from the SLP ~~must~~ sign provide a HIPAA release and ~~provide~~ an attending physician's statement indicating the reason for the leave, beginning date of health condition and anticipated date employee will be able to return to work. These forms will be provided by the Office of Human Resources.
3. After receiving an completed application, the Office of Human Resources ~~office~~ will verify the employee's eligibility and status, including current accumulated ~~vacation~~ leave and will notify the Committee of the need to meet. Immediately prior to the committee meeting, the eligibility will be reviewed, updated if necessary, and confirmed.
4. The ~~Director of~~ Human Resources representative will notify the employee of the decision within five (5) business days of a decision by the Committee.
5. If the application is approved, the Office of Human Resources will make the transfer of hours from the University's SLP to the employee's leave balance. The time sheet or leave request should be submitted with hours designated as shared leave at the recipient employee's rate of pay. Shared Leave time may not be recorded for payroll purposes until the application has been approved.
 - a. 6. The application form may be submitted up to 30 days in advance of need.

C. Donation of Leave

1. An employee wishing to donate vacation leave to the shared leave donation bank will submit their donation online through the portal at My Missouri State.
2. After receiving a donation form, the Office of Human Resources will verify the employee's eligibility and status, including current accumulated vacation leave balances and, upon verification, transfer donated vacation leave from employee's balance to the SLP.
3. The Office of Human Resources will, upon completing an exit interview at the time an employee ends his or her employment with Missouri State University, ask the employee if he or she wishes to donate vacation leave to the SLP.

7.19.7 Qualifying Events

~~The determination of whether an employee's medical condition qualifies for the SLP will be based upon the documentation provided by the employee's licensed health care provider that the employee suffers from an illness, injury or impairment (physical or mental) which requires continuing treatment/supervision by a health care provider and which is likely to cause the employee to take a prolonged leave without pay from the University. While a comprehensive list of specific medical conditions that would qualify an employee for leave is not provided in this handbook, the medical conditions listed here could qualify for the leave. This list should not be considered as all inclusive or a guarantee of leave approval because each request is reviewed and considered on its own merit.~~

~~Major medical procedures~~

~~Cancer treatments~~

~~Stroke~~

~~Serious health conditions~~

- Incapacity due to pregnancy, prenatal medical care or child birth
- To care for the employee's child after birth, or placement for adoption or foster care
- To care for the employee's spouse, sponsored dependent, son, daughter or parent, who has a serious health condition
- For a serious health condition that makes the employee unable to perform the employee's job
- Bone marrow and organ donations (employee donating)

7.20 LONG-TERM PAID SICK LEAVE FOR FACULTY

Springfield and Mountain Grove Campuses

Consistent with Section 6.6.6 of the Faculty Handbook for the Springfield campus, all full-time faculty, including both clinical faculty and instructors, are eligible for up to one (1) semester of paid sick leave, contingent upon recommendation by the faculty member's Department Head and college Dean, and approval by the Provost. (For information regarding the procedure for requesting this benefit, please refer to the Office of the Provost website.) In the event that a semester of paid sick leave is granted to a faculty member, the faculty member's accrued, unused sick leave (up to the total number of hours of the granted leave of absence) will be applied against the period of absence.

Faculty members may also use sick leave due to an illness or injury of the employee's spouse, sponsored dependent, child(ren), parents, mother-in-law, father-in-law, or other family members who require the employee's personal care and attention. In exceptional circumstances, a faculty member may also be granted up to one (1) semester of paid sick leave in order to provide care to a family member who requires the faculty member's personal care and attention due to illness, injury, childbirth or adoption. A proposal for such exceptional leave must be made by the college Dean, who should give due consideration to the fiscal constraints of the college and the staffing needs of the department. To facilitate fair and consistent application, such proposals may be reviewed by a standing committee, who will in turn make recommendations to the Provost. Ultimately, all requests for exceptional leave must be approved by the Provost, whose determination is final.

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West Plains Campus

With respect to the West Plains campus, all full-time faculty, including both clinical faculty and instructors, are eligible for up to one (1) semester of paid sick leave, contingent upon recommendation by the faculty member's Department Head and the Dean of Academic Affairs, and approval by the Chancellor. (For information regarding the procedure for requesting this benefit, please refer to the Academic Affairs website.) In the event that a semester of paid sick leave is granted to a faculty member, the faculty member's accrued, unused sick leave (up to the total number of hours of the granted leave of absence) will be applied against the period of absence.

Faculty members may also use sick leave due to an illness or injury of the employee's spouse, sponsored dependent, child(ren), parents, mother-in-law, father-in-law, or other family members who require the employee's personal care and attention. In exceptional circumstances, a faculty member may also be granted up to one (1) semester of paid sick leave in order to provide care to a family member who requires the faculty member's personal care and attention due to illness, injury, childbirth or adoption. A proposal for such exceptional leave must be made by the Dean of Academic Affairs, who should give due consideration to the fiscal constraints of the college and the staffing needs of the department. To facilitate fair and consistent application, such proposals may be reviewed by a standing committee, who will in turn make recommendations to the Chancellor. Ultimately, all requests for exceptional leave must be approved by the Chancellor, whose determination is final.

X.

RECOMMENDED ACTION - Resolution authorizing closed meeting

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

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

- A. R.S.Mo. 610.021(1). "Legal actions, causes of action, or litigation involving a public governmental body..."
- B. R.S.Mo. 610.021(2). "Leasing, purchase or sale of real estate by a public governmental body..."
- C. R.S.Mo. 610.021(3). "Hiring, firing, disciplining or promoting of particular employees by a public governmental body..."
- D. R.S.Mo. 610.021(6). "Scholastic probation, expulsion, or graduation of identifiable individuals..."
- E. R.S.Mo. 610.021(9). "Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups;"
- F. R.S. Mo. 610.021(11) and (12). "Specifications for competitive bidding..." and "Sealed bids and related documents..."
- G. R.S.Mo. 610.021(13). "Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment..."
- H. R.S.Mo. 610.021(14). "Records which are protected from disclosure by law;" and
- I. R.S.Mo. 610.021(17). "Confidential or privileged communications between a public governmental body and its auditor,...."

VOTE: ___ AYE

___ NAY