



Board of Governors' Meeting
Shealy Conference Center, 5607 S. 222nd Road, Fair Grove, Mo.
Thursday, 7/31/2014
8:30 AM - 4:00 PM CT

I. Roll Call

II. Minutes Approval and Information on Executive Committee Actions

A. Approval of Board of Governors' Minutes for the Open and Closed Meetings of June 20, 2014

II.A. OpenMinutes.6.20.14 - Page 4

B. Executive Committee Actions of July 16, 2014 (Information Only)

1. President

a. Approval of New Policy: G1.31 Title IX Policy on Sexual Assault, Stalking and Other Forms of Sexual Misconduct

II.B.1.a. Title IX Policy.rev - Page 14

b. Approval of Revision to G1.05 Non-Discrimination Policy Statement; and G7.02-2 University Policies

II.B.1.b. G1.05 and G7.02-2 - Page 26

c. Ratification of change in name and approval of all associated Governing Policies for the following: Conference Services to Event and Meeting Services; Internal Audit to Internal Audit and Compliance; University Relations to Marketing and Communication

II.B.1.c. Name Changes - Page 31

2. Procurement and Financial

a. Approval of Procurement Activity Report

II.B.2.a. Procurement Activity Report 7.16.14 - Page 32

3. Facilities and Equipment

a. Approval of a resolution granting a license agreement with the Greenwood Athletic and Debate Booster Club in Springfield to allow the refinishing of the gym floor in Greenwood Laboratory School

II.B.3.a. Greenwood License Agreement for Gym Refinishing - Page 37

b. Approval of bids and award of a contract for the acceleration lane at William H. Darr Agricultural Center

II.B.3.b. Acceleration Lane at Darr Agricultural Center - Page 58

c. Approval to increase the project budget for the improvements to the athletic and recreation fields on the Springfield campus

II.B.3.c. Athletic and Recreation Fields Budget Increase - Page 60

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

II.B.3.d. Illinois Place Lease Agreement - Page 62

e. Approval of FY16 Capital Appropriations Request

II.B.3.e. FY16 Capital Appropriations Request - Page 69

f. Approval of bids and award of a contract for the renovation of the fifth floor of the Jim D. Morris Center

II.B.3.f. Morris Center Fifth Floor Renovation - Page 71

g. Approval of bids and award of a contract for the construction of the Occupational Therapy Building

II.B.3.g. Occupational Therapy Building - Page 73

h. Approval of resolution amending the prior declaration of official intent toward the issuance of revenue bonds, and reimbursement of expenditures for auxiliary enterprise facilities and educational facilities from proceeds of bonds

II.B.3.h. Official Intent - Bonds - Page 76

4. Research and Economic Development

a. Ratification of Agreement for International Educational Consulting Services between Mr. Prateek Gujral and Missouri State University

II.B.4.a. Agreement for International Educational Services.rev - Page 78

III. Consent Agenda

A. President

1. Approval of Additional FY2015 Employment Agreements for Athletics Administrators and Coaches

III.A.1. Athletics Personnel - Page 85

B. West Plains Campus

1. Approval of New Academic Program for the Certificate in Alternative Energy

III.B.1. WPC Alternative Energy Certificate - Page 94

2. Approval of Actions Concerning Academic Employees

III.B.2. WPC Academic Employees - Page 96

3. Approval of Actions Concerning Non-academic Employees

III.B.3. WPC Nonacademic Employees - Page 99

4. Approval of Activity Report

III.B.4. WPC Activity Report - July 2014 - Page 100

C. Purchases/Contracts

1. Approval of Procurement Activity Report

III.C.1. Procurement 7.31.14 - Page 103

D. Facilities & Equipment

1. Approval of Activity Report for the Month of May 2014

III.D.1. Activity Report May - Page 109

2. Approval of Activity Report for the Month of June 2014

III.D.2. Activity Report June - Page 115

E. Human Resources

1. Approval of Actions Concerning Academic Employees

III.E.1. Acadboardjuly14 - Page 122

2. Approval of Actions Concerning Non-academic Employees

III.E.2. NonacadJuly14 - Page 146

IV. Discussion of Goals for 2014-2015

IV. Eight Major Goals for 2014-15 - Page 154

V. Board of Governors' Procedural Matters

A. Board of Governors' Self-Assessment

V.A. BOG self assessment 2014 - Page 160

B. Adoption of 2015 Meeting Schedule of Missouri State University of Board of Governors

V.B. 2015 BOG Meeting Schedule - Page 164

C. Discussion of 2015 Board Officers

D. Future Discussion Topics at Board Meetings (the value and breadth of faculty research, campus security, public television and radio, and international programs were all suggested at the retreat)

VI. New Business

A. Approval of Resolution for the Educational Facilities Bond Issue

VI.A. Resolution for the Educational Facilities Bonds Issue - Page 166

B. Approval of FY2016 Operating Appropriations Request and Decision Items

VI.B. FY2016 Operating Approp Req - Page 169

C. Approval of Naming of the Betty and Bobby Allison Stadiums

VI.C. Allison Naming Resolution - Page 175

D. Approval of Naming of the Mary Jo Wynn Academic Achievement Center

VI.D. Wynn Naming Resolution - Page 176

E. FY14 MSU Foundation Year End Report

VII. 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

VII. Closed 7.31.14 - Page 179

VIII. Adjournment

IX. Date of Next Meeting: Friday, October 17, 2014, 1 p.m., 313 Plaster Student Union

MINUTES OF THE BOARD OF GOVERNORS
MISSOURI STATE UNIVERSITY
JUNE 20, 2014

1. Roll Call

Present- Mr. Joe Carmichael, Governor
Mr. Caleb Doyle, Student Governor
Ms. Virginia Fry, Governor
Mr. Stephen B. Hoven, Vice Chair of the Board
Mr. Orvin Kimbrough, Governor (by conference call)
Ms. Beverly Miller, Chair of the Board
Mr. Kendall Seal, Governor
Ms. Carrie Tergin, Governor

Absent- Mr. Steve Bough, Governor
Mr. Peter Hofherr, Governor

Also

Present- Clifton Smart III, President
Drew Bennett, Chancellor of the West Plains Campus
Frank Einhellig, Provost
Dee Siscoe, Vice President for Student Affairs
Ken McClure, Vice President for Administrative and Information Services
Jim Baker, Vice President for Research and Economic Development and International Programs
Donna Christian, Director of Internal Audit and Compliance
Kenneth Coopwood, Vice President for Diversity and Inclusion
Stephen Foucart, Chief Financial Officer
John McAlear, Secretary of the Board

- 2. Presiding** --- The presiding officer for the meeting was Ms. Beverly Miller, Chair of the Board of Governors. She called the meeting to order at 1:00 p.m. in the Town Square Room in the Kauffman Foundation Conference Center in Kansas City, Missouri. She welcomed Mr. Caleb Doyle to his first meeting as Student Representative to the Board of Governors. She regretted that Mr. Steve Bough, Governor from Kansas City, was unable to be present at today's meeting due to weather problems preventing him from returning to Kansas City from South Carolina.

3. Approval of Minutes:

- a. Board of Governors' Meetings** --- Ms. Miller mentioned that the first item of business was the approval of the minutes for the open and closed special meetings held on May 7, 2014. Mr. Hoven so moved, receiving the second of Ms. Tergin.

Motion passed 7-0.

Ms. Miller next asked for approval of the minutes for the open and closed meetings held on May 15, 2014. Moved and seconded, respectively, by Mr. Hoven and Ms. Fry.

Motion passed 7-0.

4. **Consent Agenda** --- Ms. Miller 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:

May 21, 2014 Executive Committee Meeting

Approval of Office of Procurement Services activities from April 11, 2014, through May 15, 2014 (Purchasing Activity Report No. 404-14).

Approval of an amendment to the 2014-15 Fee Schedule (Fees No. 144-14).

Renovation of Pummill Hall (Bids & Quotations No. 1467-14); DeWitt & Associates, Inc., best bid of \$5,202,500 for the base bid plus alternates one and eight; total project budget established at \$6,900,000.

Grant right-of-way easements to Southwest Electric Cooperative for the construction of an electrical distribution line through property referred to as Shealy Farm on Missouri State University property (Land No. 112-14).

June 18, 2014 Executive Committee Meeting

Approval of transfer of employment of Ryan T. DeBoef from Legal Counsel to Chief of Staff and Assistant to President for Governmental Relations, effective July 1, 2014 (Human Resources No. 1458-14).

Approval of the employment of Rachael Dockery as General Counsel of Missouri State University, effective July 1, 2014 (Human Resources No. 1459-14).

Approval of the employment of M. Suzanne Shaw as the Vice-President for Marketing and Communications, effective July 21, 2014 (Human Resources No. 1460-14).

Procurement Services' Office activities from May 16, 2014, through June 12, 2014 (Purchasing Activity Report No. 405-14).

Approval of bids and award of a contract for the construction of the Student Admissions and Success (Welcome) Center (Bids & Quotations No. 1468-14); Wright Construction Services, Inc., low bid of \$4,820,000 for the base bid plus alternates 2 and 3; total project budget established at \$6,075,000.

Approval of the Fourth Amendment to the Building Attachment Antenna Collocation Lease Agreement at Blair House and Plaster Sports Complex. This amendment is requested to

extend the term of the Agreement – it will commence on July 1, 2014, and end on June 30, 2024 (Agreement No. 343-14).

President

Approval of FY2015 Employment Agreements for Athletics Administrators and Coaches (Human Resources No. 1461-14).

Approval of First Addendum to Employment Contract for Head Softball coach, Holly Hesse (Human Resources No. 1462-14).

West Plains Campus

Approval of actions concerning West Plains Campus academic employees (West Plains Campus Personnel No. 366-14).

Approval of actions concerning West Plains Campus non-academic employees (West Plains Campus Personnel No. 367-14).

Approval of Academic Program for the Associate of Applied Science in Technology with Emphases in Alternative Energy, General Technology, and Technology Management (West Plains Curriculum No. 46-14).

Approval of the deletion of the Academic Program for the Associate of Applied Science in Computer Technology (West Plains Curriculum No. 47-14).

Approval of the deletion of the Academic Program for the Associate of Applied Science in Fire Science Technology (West Plains Curriculum No. 48-14).

Approval of the deletion of the Academic Program for the Associate of Applied Science in General Technology (West Plains Curriculum No. 49-14).

Approval of modification to the Academic Program for the Associate of Applied Science in Computer Graphics and Programming (West Plains Curriculum No. 50-14).

Approval of modified Academic Program Title for the Certificate in Applied Entrepreneurship (West Plains Curriculum No. 51-14).

Approval of new Academic Program for the Associate of Science in Agriculture (West Plains Curriculum No. 52-14).

Approval of new Academic Program for the Certificate in Agricultural Business (West Plains Curriculum No. 53-14).

Approval of new Academic Program for the Certificate in Animal Science (West Plains Curriculum No. 54-14).

Approval of new Academic Program for the Certificate in Basic Bookkeeping (West Plains Curriculum No. 55-14).

Approval of new Academic Program for the Certificate in Basic Office Management (West Plains Curriculum No. 56-14).

Approval of new Academic Program for the Certificate in Equine Studies (West Plains Curriculum No. 57-14).

Approval of new Academic Program for the Certificate in General Agriculture (West Plains Curriculum No. 58-14).

Approval of new Academic Program for the Certificate in Natural Resources (West Plains Curriculum No. 59-14).

Approval of new Academic Program for the Certificate in Plant Science (West Plains Curriculum No. 60-14).

Approval of new Academic Program for the Certificate in Public Outreach & Education (West Plains Curriculum No. 61-14).

Approval of new Academic Program for the Certificate in Wildlife Management (West Plains Curriculum No. 62-14).

Approval of new Academic Program for the Certificate in Wine Business and Entrepreneurship (West Plains Curriculum No. 63-14).

Approval of new Academic Program for the Health Information Technology Certificate Program (West Plains Curriculum No. 64-14).

Approval of Academic Program for the Associate of Applied Science in Entrepreneurship with new Emphasis Areas in Agricultural Business, Culinary Arts, and General Business (West Plains Curriculum No. 65-14).

Springfield Campus Purchases/Contracts

Approval of Procurement Activity Report for the period April 30, 2014, through June 4, 2014 (Purchasing Activity Report No. 406-14).

Financial

Approval of rental rates for space in the Kenneth E. Meyer Alumni Center for various departments and University-related offices (Agreement No. 344-14)

Approval of FY15 additional fringe benefits to be funded by Missouri State University or the Missouri State University Foundation (Human Resources No. 1463-14).

Facilities and Equipment

Approval of Activity Report for the month of April 2014 (Activity Report No. 257-14).

Approval of Apartment Lease Agreements for International Student and Faculty Housing with Bryan Properties, LLC (Agreement No. 345-14).

Human Resources Items

Actions concerning academic employees (Human Resources No. 1464-14).

Actions concerning non-academic employees (Human Resources No. 1465-14).

Salary adjustments for Academic Administrators and 12-month Faculty effective July 1, 2014 (Human Resources No. 1466-14).

Salary adjustments for Academic Faculty effective August 1, 2014 (Human Resources No. 1467-14).

Salary adjustments for Non-academic Professional Staff effective August 1, 2014 (Human Resources No. 1468-14).

Salary adjustments for Non-academic Executive, Managerial, Administrative, Professional and Non-exempt Staff effective July 1, 2014 (Human Resources No. 1469-14).

Salary adjustments for Non-academic Executive, Managerial, Administrative, Professional and Non-exempt staff from adjustments to the new minimum of the pay ranges and across-the-board increases effective July 1, 2014 (Human Resources No. 1470-14)

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

Motion passed 7-0.

5. **President's Report** --- President Clif Smart remarked that we are pleased to be at the Kauffman Foundation Conference Center for today's meeting. The University has a strong relationship with the Kauffman Foundation and our student recognition for this meeting will feature a Kauffman Scholar, Ms. Whitney Cisneros. He reminded everyone that our next meeting is a retreat on July 31, 2014, at the Shealy Farm Conference Center. He next commented on the President's Leadership Circle's spring event last weekend. This group is comprised of past volunteer leaders of our governing board, our Foundation board, and our alumni board. At that event, he provided an update on the eight goals for 2013-14.

Mr. Smart then presented a resolution (Finance No. 1035-14) for the approval of the Fiscal Year 2015 internal operating budget. The key elements of this budget have been discussed the past three meetings, including at the Finance Committee this morning. It is a balanced budget with all of the anticipated revenue allocated. It includes an anticipated 5.2% increase in the core state appropriation and includes an across-the-board 1½% salary increase for employees, plus targeted increases for the Full Professor Incentive Program and for staff at the lower levels in their pay grades. It keeps tuition flat for in-state undergraduate students

and increases pay for Graduate Assistants. Mr. Hoven, Chair of the Finance & Facilities Committee, commented that the university leadership has done their due diligence and the Finance & Facilities Committee is very comfortable with this budget. Mr. Hoven then moved the adoption of this resolution. Ms. Tergin provided the second to the motion.

Motion passed 7-0.

Mr. Smart mentioned that the final item on today's agenda is an update on our in-depth discussions during 2013-14 – those include diversity, first-generation students, and HLC accreditation for both the Springfield and West Plains campuses.

6. Academic Affairs:

a. Faculty Senate Report --- Dr. Stephen McIntyre, Chairperson of the Faculty Senate, reported that he is very appreciative of the transparency of the budget process. He also commented on the revisions to the Faculty Handbook which will be presented later today. He indicated that all of the decisions of the Faculty Handbook Committee were reached by consensus – not one vote was taken. Dr. Richard Biagioni, Chair of the Committee, did a stellar job in leading the committee and keeping the Faculty Senate aware of proposed revisions to the Handbook through the entire process. He added that the Office of the Provost fostered a spirit of cooperation throughout the entire process.

b. Report from the Provost --- Dr. Frank Einhellig, Provost, presented a resolution (Board Policies No. 89-14) to approve proposed revisions to the Faculty Handbook that came from the Faculty Handbook Revision Committee's septennial review. Moved and seconded, respectively, by Ms. Fry and Ms. Tergin.

Motion passed 7-0.

Dr. Einhellig next gave an update on the hiring process for faculty and academic administrators. We set aside \$600,000 for new faculty hires in four colleges. We should start the next school year with more faculty than last year. When you include retirements and resignations, 74 searches have been conducted this past year for faculty and academic administrators. Overall, we have made 45 hires with another 29 positions in process. He next gave an update on the MSU Quality Initiative Project, a requirement coming from the Open Pathway Sequence of the Higher Learning Commission. Our 2012 project was to integrate our Public Affairs Mission more fully into the curriculum.

7. Student Affairs:

a. Report from Student Body President --- Mr. Jordan McGee, Student Body President of the Springfield Campus, first reported on behalf of Ms. Shelby Harris, Student Body President of the West Plains Campus. He indicated that the West Plains Student Government Association participated in the Grizzly Golf Classic which helped raise money for the West Plains Campus's basketball and volleyball teams. Mr. McGee next reported that one of their goals on the Springfield campus this year is to raise school spirit. He added that SGA's car-sharing program will be in place this fall. Lastly, to improve safety on campus, they would like to see more LED lighting.

- b. Report from Vice President for Student Affairs** --- Dr. Dee Siscoe, Vice President for Student Affairs, presented a resolution (Awards No. 57-14) recommending that the following former faculty and staff members be added to the Wall of Fame: Dr. Donal J. Stanton, Dr. George Swales, Ms. Linda Johnson, Ms. Marty Marty, and Mr. John McAlear. Moved by Ms. Tergin and seconded by Ms. Fry.

Motion passed 7-0.

- 8. Staff Senate** --- Ms. Andrea Weber, Chairperson for the Staff Senate, reported that Staff Senate has grown their scholarship to about \$5,000. She also mentioned that they strengthened their relationship with Faculty Senate this year. She met regularly with Dr. Ryan Giedd, past Chairperson for Faculty Senate. Mr. Scott Fiedler, incoming Chairperson for Staff Senate, reported that they have several goals for the coming year. One work group that has been formed is the Staff Salary Incentive Program to explore the possibility of a program to reward long-term exceptional performance among the staff.

Mr. Ken McClure, Vice President for Administrative and Information Services, next presented a resolution to commend Ms. Weber for her outstanding service as Staff Senate Chair for 2013-2014. Moved by Mr. Carmichael and seconded by Ms. Tergin.

Motion passed 7-0.

9. Unfinished Business:

- a. Revision of Bylaws** --- Mr. Ryan DeBoef, Legal Counsel, presented a resolution (Bylaws No. 25-14) to revise Board Bylaws G1.01-2, Article II and G1.01-4, Article IV. This serves as the second reading of this revision so the Board can take action today if they choose. The main revision is to no longer require the entire Board to ratify Executive Committee actions but to also allow any board member to remove an item from an Executive Committee agenda. Mr. Hoven moved to approve the resolution, receiving the second of Mr. Carmichael.

Motion passed 7-0.

- b. Updates on Board Discussions** --- President Smart commented that we want to update the Board on actions we have taken to date on three previous board discussion topics – Diversity (Oct. 2013), First-generation students (Dec. 2013), and Higher Learning Commission Accreditation (Feb. 2014). All three of these discussions were timely and the feedback we got from the Board was helpful in providing direction.

Dr. Ken Coopwood, Vice President for Diversity and Inclusion, began with the update on Diversity and the retention of underrepresented students. He indicated that they have created a division-wide data collection plan to determine the impact of current programs and services offered. The goal is to identify student reactions and satisfactions with current programs and services; identify the level of learning achieved through these programs and services; and determine how that learning is applied and implemented as a

consequence of how these programs and services are delivered. Dr. Coopwood then introduced Ms. Whitney Cisneros, a Kauffman Scholar who will be a sophomore this coming year. Ms. Cisneros remarked how the Kauffman Scholar program has been very helpful in preparing herself and other scholars for college. The mentoring support was very helpful and the financial support received was critical and very much appreciated. Mr. Thomas Peters, Dean of Library Services, next informed the Board on the plans to relocate the TRIO program, the Disability Resource Center, and the new MSU Testing Center to the Meyer Library. President Smart reminded the Board that one of the items coming out of these earlier discussions was the inadequate space for the TRIO program. These plans are addressing this inadequacy this year. Discussion was then held between the presenters and the Board on the progress to date.

Dr. Siscoe next addressed the Board regarding first-generation students and transfer students. She reported that since our earlier discussion, she has held two large meetings on campus with all the major stakeholders, and she and Dean Mike Jungers held five focus groups to hear from students about their ideas. They heard that communication is important to students in navigating the campus. Also, having an advocate or advisor to help students acclimate to the campus is essential. Dr. Siscoe indicated they are enhancing the present online orientation program for transfer students so that it is more interactive. They are also considering orientation by college or department of major. They have also revived the Transfer Advisor Workshop to train new advisors. A transfer community is being added in student housing at Kentwood in the fall to provide an opportunity for transfer students to live and learn together. Discussion was then held, including from Mr. Doyle, new student governor, who is both a first-generation and a transfer student. It was commented that the location of the new Welcome Center will help the overall transformation process.

Dr. Drew Bennett, Chancellor of the West Plains Campus, next began the discussion on HLC accreditation. He reported that the HLC accreditation site-team determined that we met all five of the accreditation criteria and recommended ten years of continuing accreditation. Two criteria were met with concerns – 1) developing a formal academic program review process; and 2) developing an agreement approved by the Board of Governors detailing the resource allocation formula to be used to determine the distribution of state appropriations. President Smart indicated that this will be brought to the Board this year. Dr. Bennett indicated that the last step in the process is for members of the HLC Institution Actions Council to review the final report, all supplemental materials, and our institutional response at their August 11, 2014, meeting to make their final determination. Dr. Einhellig next brought the Board up to date on the Springfield campus accreditation process. The site visit has been set for October 5-6, 2015. The first-draft reports of all of the subcommittees of the steering committee have been completed. We need to put all the reports into a single assurance document over the next three months. He added that there were six other program accreditation exercises undertaken this past year.

- 10. New Business** --- Ms. Miller next commented that we suspect that this could very well be the last meeting with Mr. Bough as a board member. She presented a resolution in honor of his services. Motion to approve was made by Mr. Carmichael and seconded by Ms. Fry.

Motion passed 7-0.

Ms. Miller then presented a resolution in honor of Mr. Paul Kincaid's 28 years of service at Missouri State University. Moved by Mr. Hoven and seconded by Ms. Tergin.

Motion passed 7-0.

Ms. Miller presented a framed resolution to Mr. Kincaid.

- 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. Ms. Miller asked if a resolution authorizing a closed meeting of the Board was prepared. Thereupon, the following resolution was presented for consideration:

BE IT RESOLVED by the Board of Governors for Missouri State University that a closed meeting, with closed records and closed vote, be held immediately following this June 20, 2014, meeting of the Board of Governors to consider items of business pursuant to:

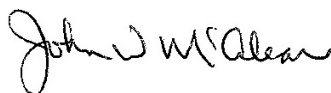
- a. R.S.Mo. 610.021(13). "Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment,..."
- b. R.S.Mo. 610.021(17). "Confidential or privileged communications between a public governmental body and its auditor,..."

Ms. Fry moved the approval of the resolution and Mr. Carmichael seconded the motion.

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

Ms. Miller declared the resolution passed unanimously.

- 12. Date of Next Meeting** --- The date of the next regularly scheduled meeting was set for Thursday, July 31, 2014, at 8:30 a.m. in the Shealy Conference Center, in Fair Grove, Missouri.
- 13. Adjournment**--- Ms. Miller adjourned the meeting at 2:55 p.m. on the motion of Mr. Carmichael, the second of Ms. Tergin, and the unanimous vote of the Board.



John W. McAlear
Secretary

II.B.1.a.

RECOMMENDED ACTION – Approval of New Policy: G1.31 Title IX Policy on Sexual Assault, Stalking and Other Forms of Sexual Misconduct.

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

WHEREAS, to bring the University in compliance with Section 304 of the Violence Against Women Reauthorization Act of 2013 (VAWA) and new Office of Civil Rights Guidelines regarding Title IX of the Education Amendments of 1972 (Title IX) it is in the best interest of the University to establish a policy that specifically outlines the University's jurisdiction over Title IX sexual misconduct complaints; and

WHEREAS, University administration has reviewed and recommends approval of the attached Title IX Policy on Sexual Assault, Stalking and Other Forms of Sexual Misconduct.

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors for Missouri State University that G1.31 Title IX Policy on Sexual Assault, Stalking and Other Forms of Sexual Misconduct is approved, as reflected in the attached document, subject to applicable law, and that the President and his designees may implement said policy.

VOTE: **AYE** _____

NAY _____

COMMENTS:

See attached Governing Policy – G1.31 Title IX Policy on Sexual Assault, Stalking and Other Forms of Sexual Misconduct.

G1.31 Title IX Policy on Sexual Assault, Stalking and Other Forms of Sexual Misconduct

Major Topics

[Reason or Purpose for Policy](#)

[Introduction](#)

[Definitions](#)

[Prohibited Acts and Potential Sanctions](#)

[Reporting and Making Complaints](#)

[Investigation](#)

[Rights of the Complainants and the Accused](#)

[Corrective Actions and Disciplinary Procedures](#)

[Federal Statistical Reporting Obligations](#)

[Federal Timely Warning Reporting Obligations](#)

[Bystander Engagement](#)

[Training Opportunities](#)

I. Reason or Purpose for Policy:

The University has jurisdiction over Title IX sexual misconduct complaints, and has enacted this policy:

1. To specifically prohibit and define particular acts of sexual discrimination, including but not limited to sexual violence, sexual harassment, sexual assault, and stalking.
2. To define consent.
3. To provide resources for victims, safe and positive options for bystanders, and resources for those accused of sexual misconduct.
4. To outline grievance procedures for providing prompt and fair resolution to complaints of sexual discrimination, including sexual violence.
5. To provide a description of the University's prevention and awareness program.

II. Introduction:

The University does not discriminate on the basis of sex in its education programs and activities, and it is required by Title IX of the Education Amendments of 1972 ("Title IX") not to discriminate in such a manner. The University is committed to maintaining an environment that is safe and free from sexual violence and sexual harassment, including sexual assault and stalking. **The University will take immediate action to eliminate harassment, prevent its recurrence, and address its effects.** When an

allegation of sexual misconduct is brought to a responsible University employee's attention ([*link to list of CSAs](#)) ("responsible employee"), and a respondent is found to have violated this policy, serious sanctions will be used to reasonably ensure that such actions are never repeated. This policy reaffirms these principles and provides recourse for those individuals whose rights have been violated. Title IX, state law, and University policy also prohibit retaliation against an individual who has brought forward a complaint of sexual misconduct or taken part in a conduct process as a result of a sexual misconduct complaint.

To the extent this policy contradicts any other University policy, practice, or procedure, this policy will be treated as controlling.

III. Definitions:

The following are intended as broad definitions, established for purposes of defining University policy:

1. Sexual violence:

Sexual violence refers to physical sexual acts perpetrated against a person's will or where a person is incapable of giving consent (e.g. due to the student's age or use of drugs or alcohol, or because an intellectual or other disability prevents the student from having the capacity to give consent). A number of different acts fall into the category of sexual violence, including rape, sexual assault, sexual battery, sexual abuse, and sexual coercion. Sexual violence can be carried out by school employees, students, or third parties. All such acts of sexual violence are forms of sex discrimination prohibited by Title IX.

2. Sexual assault:

- a. Forcible Sexual Offense: involvement in any sexual act with another person, without the consent of the other person, in which there is force which overcomes reasonable resistance; or the threat of force, expressed or implied; or the use of duress or deception.
- b. Nonforcible Sexual Offense: involvement in any sexual act with another person, without the consent of the other person, particularly when the other person is incapacitated by drugs, alcohol, mental deficiency, or other disability.
- c. Nonconsensual Sexual Contact: any intentional touching, without the consent of the other person, of the genitals or anus of any person, or the breast of any female person.

- d. Domestic or dating violence: Domestic or dating violence occurs when one partner tries to maintain power and control over the other through actual or threatened physical or sexual violence, or psychological and emotional abuse. These acts may be directed toward a spouse, an ex-spouse, a current or former boyfriend or girlfriend, or a current or former dating partner.

3. Sexual Harassment:

Sexual Harassment includes sexual assault and any unwelcome sexual advances, requests for sexual favors, or other unwelcome written, verbal, or physical contact of a sexual nature, when:

- a. Submission to such conduct is made, explicitly or implicitly, a term or condition of an individual's education, employment, or participation in a University program or activity
- b. Submission to, or rejection of, such conduct by an individual is used as the basis for decisions affecting that individual's academic standing, employment status, or participation in a University program or activity.
- c. Hostile environment: such conduct has the purpose or effect of unreasonably interfering with an individual's academic or work performance, or creating an intimidating, hostile, or offensive environment for that individual's employment, education, or participation in a University program or activity. The conduct will be evaluated from the perspective of a reasonable person in the complainant's position, considering all the circumstances. The more severe the conduct, the less need there is to show a repetitive series of incidents to prove a hostile environment, particularly if the conduct is physical. A single or isolated incident of sexual violence may create a hostile environment.
- d. Sexual exploitation: a person takes non-consensual or abusive sexual advantage of another for his/her own advantage or benefit, or to benefit or advantage anyone other than the one being exploited, and that behavior does not otherwise constitute one of the other sexual misconduct offenses. Examples of sexual exploitation include: invasion of sexual privacy, non-consensual video, photographing, or audio-taping of sexual activity, sexually based stalking and/or bullying.
- e. Sexual Related Offenses: a person engages in obscene or indecent behavior that is sexually motivated, including but not limited to indecent exposure and voyeurism. Sexual related offenses may also include bullying, defined as repeated and/or severe aggressive behavior based on sex likely to intimidate

or intentionally hurt, control or diminish another person, physically or mentally (that is not speech or conduct otherwise protected by the First Amendment).

Examples of Sexual harassment include, but are not limited to:

- a. Verbal abuse or hostile behavior such as insulting, teasing, mocking, degrading or ridiculing another person or group.
- b. Unwelcome or inappropriate physical contact, comments, questions, advances, jokes, epithets or demands.
- c. Physical assault or stalking.
- d. Displays or electronic transmission of derogatory, demeaning or hostile materials.
- e. Unwillingness to train, evaluate, assist or work with a person.
- f. Engaging in behavior that is invasive or disruptive to another person or employee for the purpose of initiating a sexual or romantic relationship with that person.

4. Stalking:

Stalking is purposely, through a person's course of conduct, harassing or following with the intent of harassing another person.

5. Consent:

Consent is sexual permission and must be clear, knowing and voluntary. In order to consent effectively to sexual activity an individual must be able to understand "who, what, when, where, why and how" with respect to that sexual activity. Consent or lack of consent may be expressed or implied. Consent can be given by word or action, but non-verbal consent is not as clear as talking about what you want sexually and what you don't. Consent to some form of sexual activity cannot be automatically taken as consent to any other form of sexual activity. Silence--without actions demonstrating permission--cannot be assumed to show consent. Assent does not constitute consent if:

- a. It is given by a person who lacks the mental capacity to authorize the conduct and such mental incapacity is manifest or known to the actor; or
- b. It is given by a person who by reason of youth, mental disease or defect, intoxication, a drug-induced state, or any other reason is manifestly unable or known by the actor to be unable to make a reasonable judgment as to the nature or harmfulness of the conduct charged to constitute the offense; or

c. It is induced by force, duress or deception.

6. Complainant:

A complainant is anyone who reports an incident of sex discrimination covered by this policy.

7. Respondent:

A respondent is anyone against whom a report or allegation of sex discrimination covered by this policy is made.

IV. Prohibited Acts and Potential Sanctions:

1. Every member of the University community is prohibited from:
 - a. Engaging in sexual violence, sexual harassment, sexual assault, and stalking;
 - b. Retaliating in any manner against an individual who reports sexual violence, sexual harassment, sexual assault, or stalking;
 - c. Interfering with procedures to investigate or redress a complaint of sexual violence, sexual harassment, sexual assault, or stalking; and
 - d. Making an intentionally false accusation of sexual violence, sexual harassment, sexual assault, or stalking through the University's procedures.
2. Any member of the University community who engages in one of these prohibited acts may be subject to corrective action and appropriate sanctions pursuant to this policy. All other complaints of sexual discrimination or other discriminatory conduct should be directed to the Office of Institutional Equity and Compliance.

V. Reporting and Making Complaints:

1. These procedures are intended to provide for prompt and equitable resolution of complaints of sexual violence, sexual harassment, sexual assault, and stalking. All other grievances will be addressed through the *Student Code of Rights and Responsibilities*, the *Employee Handbook*, the *Faculty Handbook* or the *Office of Equity and Diversity Complaint Procedures*. The University will act promptly in response to information that an incident of sexual violence, sexual harassment, sexual assault, or stalking has occurred. Any conduct that may be in violation of this policy will be investigated and addressed in a timely manner, typically within 60 calendar days.

2. Individuals who wish to report an incident or complaint under this policy may do so by reporting it to the University Title IX Coordinator: **H. Wes Pratt, J.D., Park Central Office Building (PCOB), Rm. 111, (417) 836-4252**. Sexual violence, sexual assault (including but not limited to domestic or dating violence), and stalking, may be reported to the Springfield Police. (See below for contact information). An individual who is considering making a criminal complaint should seek medical care as soon as possible after an assault.

Individuals are encouraged to speak to officials of the University to make formal reports of incidents to any responsible employee (e.g., dean of students, athletic coaches, residence hall directors, vice presidents, or MSU public safety officers) [\(*link to list of CSAs\)](#). The university considers these people to be “responsible employees.” Notice to them is official notice to the institution. You have the right and can expect to have incidents of sexual discrimination taken seriously by the institution when formally reported, and to have those incidents investigated and properly resolved through administrative procedures. Formal reporting means that only people who need to know will be told and information will be shared only as necessary with investigators, witnesses, and the accused individual.

3. Any member of the University community is strongly encouraged to report conduct that may constitute a violation of this policy to the Title IX Coordinator, or a responsible employee [\(*link to list of CSAs\)](#). **Any responsible employee must forward such reports to the Title IX Coordinator within 3 days to review and investigate**. Any responsible employee who knew about a violation of this policy and took no action to stop it or failed to report the prohibited act may be subject to disciplinary action.
4. Reporting Confidentially

If one desires that details of the incident be kept confidential, they should speak with on-campus mental health counselors, campus health service providers or off-campus rape crisis resources who can maintain confidentiality. Campus counselors are available to help students free of charge. In addition, you may speak on and off-campus with members of the clergy, who may also keep reports made to them confidential (see below for contact information). The Title IX Coordinator and Office of General Counsel will evaluate other requests for confidentiality on a case-by-case basis.

5. Individuals with complaints of sexual violence, sexual harassment, sexual assault, and stalking also always have the right to file a formal complaint with the United States Department Education:

Office for Civil Rights (OCR)
 400 Maryland Avenue, SW
 Washington, DC 20202-1100 Customer Service Hotline #: (800) 421-3481
 Facsimile: (202) 453-6012 TDD#: (877) 521-2172
 Email: OCR@ed.gov
 Web: <http://www.ed.gov/ocr>

Important University contact information:

MSU Safety and Transportation..... (417) 836-5510
 Office of the Dean of Students..... (417) 836-5527
 Human Resources..... (417) 836-6616
 Counseling and Testing Center..... (417) 836-5116
 Taylor Health Center..... (417) 836-6400
 Title IX Coordinator..... (417) 836-4252

Other Sources of Counseling, advocacy and support off campus:

Springfield Police Department 911 or (417) 864-1810
 Victim's Center (417) (417) 864-7233
 Family Violence Center..... (417) 864-7233
 Mercy Emergency- Trauma Center..... (417) 885-2115
 Cox Emergency Department - North (417) 269-3193
 Cox Emergency Department - South (417) 269-4083

VI. Investigation

Upon receipt of a grievance (complaint), the Title IX Coordinator or designee will open a formal case file and assign an Investigator who will direct the investigation and confer with other University Officials as necessary (e.g. with a need to know on interim action, accommodations for the alleged victim, or other necessary remedial short-term actions). In general, the Office for Institutional Equity and Compliance will investigate complaints against employees, and the Dean of Students office will investigate complaints against students. If the alleged conduct is also the subject of a criminal investigation, the campus may not wait for the conclusion of the criminal investigation to begin an investigation pursuant to this Policy. However, the University may need to coordinate its fact-finding efforts with the police investigation.

The Investigator will then take the following steps:

- a. In coordination with the appropriate University officials, initiate any necessary remedial actions, and may recommend that interim protections or remedies for

the parties or witnesses be provided by appropriate University officials. These protections may include separating the parties, placing limitations on contact between the parties, or making alternative working or student housing arrangements;

- b. Determine the identity and contact information of the complainant (whether that be the initiator, the alleged victim, or a University proxy or representative);
- c. Attempt to meet with the Complainant and finalize the complaint;
- d. Identify the correct policies allegedly violated;
- e. Prepare the notice of charges on the basis of the initial investigation;
- f. Meet with the Respondent. S/he will be provided a copy of the Complaint and given a full and complete written statement of the allegations, and a copy of this Policy. Also, the Respondent shall state whether s/he is "responsible" or "not responsible" for the alleged violation during the meeting;
- g. Commence a thorough, reliable and impartial investigation by developing a strategic investigation plan, including a witness list, evidence list, intended timeframe, and order of interviews for all witnesses and the accused individual, who may be given notice prior to or at the time of the interview;
- h. Complete the investigation promptly, and without unreasonable deviation from the intended timeline;
- i. Make a preliminary finding, based on a preponderance of the evidence (whether a policy violation is more likely than not);
- j. Present the preliminary finding to the Respondent and Complainant as well as the appropriate University official(s) and hearing panel(s).

VII. Rights of the Complainants and the Accused

1. The Complainant has the right to choose whether or not to file a formal complaint. There may be circumstances, however, in which the University must investigate and take action to protect the complainant or other members of the University community.
2. In addition to pursuing administrative penalties and remedies, the Complainant maintains the right to pursue criminal charges.
3. Both the Complainant and the Respondent shall be informed of the outcome of any institutional disciplinary proceeding brought alleging sexual misconduct (the University's final determination and any sanction(s)).
4. The Complainant and the Respondent are entitled to the same opportunities to have others present during an institutional disciplinary proceeding.

5. A Complainant has the right to change University housing and academic arrangements if such changes are reasonably available.

VIII. Corrective Actions and Disciplinary Procedures

1. If the respondent is a student, the University will utilize the process outlined in the *Code of Student Rights and Responsibilities*. If the Respondent is a faculty member, the University will utilize the process outlined in the *Faculty Handbook*. If the Respondent is a staff member, the University will utilize the process outlined in the *Employee Handbook for Administrative, Professional and Support Staff Employees*.
2. Possible sanctions for students resulting from the University disciplinary process range from a warning to disciplinary expulsion. Possible sanctions for faculty and staff range from an oral warning to termination of employment. Both the complainant and the respondent shall be informed of the outcome of the corrective action or disciplinary process.

IX. Federal Statistical Reporting Obligations:

Certain campus officials have a duty to report sexual misconduct for federal statistical reporting purposes (“Clery Act”). All personally identifiable information is kept confidential, but statistical information must be passed along to campus law enforcement regarding the type of incident and its general location (on or off-campus, in the surrounding area, but no addresses are given) for publication in the annual Campus Security Report. This report helps to provide the community with a clear picture of the extent and nature of campus crime, to ensure greater community safety. Responsible officials include: Dean of Students, campus law enforcement, coaches, athletic director, residence life staff, office of student engagement staff, human resources staff, advisors to student organizations and any other official with significant responsibility for student and campus activities. (*link to list of CSAs). The information to be shared includes the date, the location of the incident (using Clery location categories) and the Clery crime category. This reporting protects the identity of the victim and may be done anonymously. Missouri State’s security report can be found on the Safety and Transportation website.

X. Federal Timely Warning Reporting Obligations:

Victims of sexual misconduct should also be aware that university administrators must issue immediate timely warnings for incidents reported to them that are confirmed to pose a substantial threat of bodily harm or danger to members of the campus community. The university will make every effort to ensure that a victim's name and other identifying information is not disclosed, while still providing enough information for community members to make safety decisions in light of the danger. The reporters for timely warning purposes are exactly the same as detailed at the end of the above paragraph.

XI. Bystander Engagement:

The welfare of students in our community is of paramount importance. At times, students on and off-campus may need assistance. MSU encourages students to offer help and assistance to others in need. Sometimes, students are hesitant to offer assistance to others, for fear that they may get themselves in trouble (for example, a student who has been drinking underage might hesitate to help take a sexual misconduct victim to the Office of Safety and Transportation). The university pursues a policy of limited immunity for students who offer help to others in need. While policy violations cannot be overlooked, the university will provide educational options, rather than punishment, to those who offer their assistance to others in need.

XII. Training Opportunities:

As part of the University's commitment to providing a working and learning environment free from sexual violence, sexual harassment, sexual assault, and stalking, this Policy shall be disseminated widely to the University community through publications, websites, new employee orientations, student orientations, and other appropriate channels of communication. The University shall make preventive educational materials available to all members of the University community to promote compliance with this Policy and familiarity with local procedures. Each Vice-President shall designate University employees responsible for reporting sexual harassment and sexual violence and make available prevention training to designated employees. In addition, the University will provide annual training to investigators and hearing officers.

Entities Affected by this Policy: All University community members.

Line of Authority:

- | | |
|---|----------------------|
| (1) Responsible Administrator and Office: | President |
| (2) Contact Person in that Office: | Title IX Coordinator |

Approved by Board of Governors on July 16, 2014

II.B.1.b.

RECOMMENDED ACTION – Approval of Revision to G1.05 Non-Discrimination Policy Statement; and G7.02-2 University Policies.

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

WHEREAS, changes have taken place in the Federal law that impacted wording required to be added to Governing Policy 1.05 Non-Discrimination Policy Statement; and G7.02-2 University Policies (which is part of the Employee Handbook for Administrative, Professional, and Support Staff Employees); and

WHEREAS, to bring policies up-to-date in accordance with mandate by Federal law, it is in the best interest of the University to revise G1.05 Non-Discrimination Policy Statement; and G7.02-2 University Policies as reflected in the attached document; and

WHEREAS, there may be additional policies that will be affected by the mandated Federal law language, and it is in the best interests of the University to revise the language of those policies.

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors for Missouri State University that G1.05 Non-Discrimination Policy; and G7.02-2 University Policies be revised as reflected in the attached documents, and that any and all other policies found to be affected by this same mandated language be revised.

VOTE: **AYE** _____

NAY _____

COMMENTS:

See attached:

Exhibit A: G1.05 Non-Discrimination Policy Statement

Exhibit B: G7.02-2 University Policies

TRACKED CHANGES VERSION:EXHIBIT A-1**Governing Policy: Non-Discrimination Policy Statement**

Missouri State University is a community of people with respect for diversity. The University emphasizes the dignity and equality common to all persons and adheres to a strict nondiscrimination policy regarding the treatment of individual faculty, staff, and students. In accord with federal law and applicable Missouri statutes, the University does not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, disability, or veteran status in employment or in any program or activity offered or sponsored by the University. ~~Prohibited s~~Sex discrimination encompasses sexual harassment, which includes sexual violence, and is strictly prohibited by Title IX of the Education Amendments of 1972. In addition, the University does not discriminate on any basis (including, but not limited to, political affiliation and sexual orientation) not related to the applicable educational requirements for students or the applicable job requirements for employees.

This policy shall not be interpreted in a manner as to violate the legal rights of religious organizations or of military organizations associated with the Armed Forces of the United States of America.

The University maintains a grievance procedure incorporating due process available to any person who believes he or she has been discriminated against. Missouri State University is an Equal Opportunity/Affirmative Action ~~employer/Minority/Female/Veterans/Disability employer and institution.~~ Complaints and questions/inquiries concerning the grievance procedure, Affirmative Action Plan, or compliance with federal and state laws and guidelines should be addressed to the Equal Opportunity Officer/Title IX Coordinator, Office for Institutional Equity and Compliance, ~~901 South National Avenue~~Park Central Office Building, Suite 111, Springfield, Missouri 65897, equity@missouristate.edu, 417-836-4252, or to the Office for Civil Rights. (Res. Board Policies No. 70-11; Bd. Min. 10-28-11.)

Approved by the Board of Governors: July *, 2014

CLEAN VERSION:EXHIBIT A-2**Governing Policy: Non-Discrimination Policy Statement**

Missouri State University is a community of people with respect for diversity. The University emphasizes the dignity and equality common to all persons and adheres to a strict nondiscrimination policy regarding the treatment of individual faculty, staff, and students. In accord with federal law and applicable Missouri statutes, the University does not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, disability, or veteran status in employment or in any program or activity offered or sponsored by the University. Sex discrimination encompasses sexual harassment, which includes sexual violence, and is strictly prohibited by Title IX of the Education Amendments of 1972. In addition, the University does not discriminate on any basis (including, but not limited to, political affiliation and sexual orientation) not related to the applicable educational requirements for students or the applicable job requirements for employees.

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Approved by the Board of Governors: July *, 2014

University Policies

G7.02-2 University Policies (Part of the Employee Handbook for Administrative, Professional, and Support Staff Employees)

2.0	UNIVERSITY POLICIES
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This chapter provides summaries of key policies with links to the complete policies where applicable.

2.1 NONDISCRIMINATION POLICY STATEMENT

Missouri State University is a community of people with respect for diversity. The University emphasizes the dignity and equality common to all persons and adheres to a strict nondiscrimination policy regarding the treatment of individual faculty, staff, and students. In accord with federal law and applicable Missouri statutes, the University does not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, disability, or veteran status in employment or in any program or activity offered or sponsored by the University. Prohibited sex discrimination encompasses sexual harassment, which includes sexual violence. In addition, the University does not discriminate on any basis (including, but not limited to, political affiliation and sexual orientation) not related to the applicable educational requirements for students or the applicable job requirements for employees.

This Policy shall not be interpreted in a manner as to violate the legal rights of religious organizations or military organizations associated with the Armed Forces of the United States of America.

The University maintains a grievance procedure incorporating due process available to any person who believes he or she has been discriminated against. Missouri State University is an Equal Opportunity/Affirmative Action/Minority/Female/Veterans/Disability employer and institution. Inquiries concerning the grievance procedure, Affirmative Action Plan, or compliance with federal and state laws and guidelines should be addressed to the Equal Opportunity Officer, Office for Institutional Equity and Compliance, 901 South National Avenue, Springfield, Missouri 65897, equity@missouristate.edu, (417) 836-4252, or to the Office for Civil Rights.

Approved by the Board of Governors: July *, 2014

University Policies

G7.02-2 University Policies (Part of the Employee Handbook for Administrative, Professional, and Support Staff Employees)

2.0	UNIVERSITY POLICIES
------------	----------------------------

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This Policy shall not be interpreted in a manner as to violate the legal rights of religious organizations or military organizations associated with the Armed Forces of the United States of America.

The University maintains a grievance procedure incorporating due process available to any person who believes he or she has been discriminated against. Missouri State University is an Equal Opportunity/Affirmative Action/Minority/Female/Veterans/Disability employer and institution. Inquiries concerning the grievance procedure, Affirmative Action Plan, or compliance with federal and state laws and guidelines should be addressed to the Equal Opportunity Officer, Office for Institutional Equity and Compliance, 901 South National Avenue, Springfield, Missouri 65897, equity@missouristate.edu, (417) 836-4252, or to the Office for Civil Rights.

Approved by the Board of Governors: July *, 2014

II.B.1.c.

RECOMMENDED ACTION – Ratification of change in name and approval of all associated Governing Policies for the following: Conference Services to Event and Meeting Services; Internal Audit to Internal Audit and Compliance; University Relations to Marketing and Communications; and Educational Technology Center to Classroom Instructional Technologies

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

WHEREAS, the Administration has recommended and the President has approved a name change for the following areas:

- Conference Services to Event and Meeting Services,
- Internal Audit to Internal Audit and Compliance,
- University Relations to Marketing and Communications; and,
- Educational Technology Center to Classroom Instructional Technologies.

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

WHEREAS, each of the above-referenced departments may be referenced in governing policies of the University, and a change to the governing policies is necessary for consistency.

NOW THEREFORE, BE IT RESOLVED that the Board of Governors of Missouri State University ratify the change of name for the following: Conference Services to Event and Meeting Services, Internal Audit to Internal Audit and Compliance, University Relations to Marketing and Communications, and Educational Technology Center to Classroom Instructional Technologies effective July 16, 2014, and that any Governing Policies be modified to reflect the name changes.

VOTE: **AYE** _____

NAY _____

II.B.2.a.

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 presented by the Procurement Services Office be approved.

VOTE: **AYE** _____
 NAY _____

COMMENTS:

This report summarizes Procurement Services Office activities from June 13, 2014 through July 10, 2014.

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

FOR APPROVAL

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

NCLEX Preparation Package West Plains Campus	\$52,000.00 (Two-Year Estimate)
---	--

In August of 2013, a competitively procured contract was awarded to Kaplan Test Preparation to provide an integrated test preparation package to prepare nursing students on the Springfield campus to successfully pass the National Council Licensure Exam for Registered Nurses (NCLEX-RN) exam on the first attempt.

Graduates are required to pass the NCLEX-RN in order to become licensed and practice as registered nurses. The performance of nursing graduates on the licensure exam also impacts the evaluation of the University's Department of Nursing by the Missouri State Board of Nursing and the department's accreditation process through the Commission on Collegiate Nurse Education (CCNE). It is also a primary recruiting focus for potential nursing students.

The purpose of this amendment is to add the West Plains campus as a user of the contract for its nursing program. The inclusion of the West Plains campus will add approximately \$52,000.00 to the estimated value of the contract over a two-year period (June 1, 2014 to May 31, 2016). The cost of the test preparation package is funded through student course fees and is lower than the package currently being used by the West Plains campus.

Recommend approval to process an amendment to include the West Plains campus as a user of the contract.

Note: Funding to be from the FY15 and subsequent operational budgets.

June 13, 2014 through July 10, 2014

**ACTIVITY REPORT
PAGE TWO**

Grant amendments that cause the estimated value of a grant to be exceeded by 10% or \$25,000, whichever is greater

**Research for Super-Turing Computation/Brain-Like Intelligence \$68,447.00
Office of Sponsored Research and Programs (Additional Funding of Sub-Award)**

A continuation of the research grant from the National Science Foundation has been received by the Office of Sponsored Research. The objective of this research is to significantly advance Artificial Intelligence by developing the first ever, brain-like Super-Turing system.

Board approval of \$102,990.00 for the original activity was obtained in October, 2012 and the second year of funding in the amount of \$71,968.00 was approved in August, 2013.

Recommend approval to process a purchase order to the University of Massachusetts for the additional funding for a third year to extend the purchase order through June 30, 2015.

Note: Funding for FY15 to be from a grant from the National Science Foundation, Electrical, Communications and Cyber Systems Division, Prime Award ECC-1201790.

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

**Service Agreement for Energy Savings Contract \$232,540.00
Facilities Maintenance**

Recommend approval to renew Planned Services Agreement with Johnson Controls, Incorporated (JCI) for the period July 1, 2014 through June 30, 2015. The Board of Governors approved the Planned Services Agreement with JCI in June of 2007 with options to renew each year throughout the duration of the Phase III Energy Performance Guarantee Contract (through 2021).

The agreement is required in order to guarantee and satisfy the terms of the Phase III Energy Performance Guarantee Contract. Due to the proprietary nature of the temperature controls equipment, only JCI can provide the Building Environmental Specialist (BES) services. JCI has agreed to continue providing these services at no increase in price over last year.

June 13, 2014 through July 10, 2014

**ACTIVITY REPORT
PAGE THREE**

Full-time services of a Building Environmental Specialist are provided to the University with this agreement. Responsibilities include but are not limited to the following: monitor, optimize and operate building automation, life safety, and other associated control systems to maintain operational levels at acceptable measured levels; monitor, optimize and operate mechanical equipment and systems associated with establishing and maintaining a quality building environment; and produce regular reports measuring this performance.

Also included in the agreement are inspection, testing and maintenance of installed equipment; as well as software upgrades to installed control equipment.

Payments will be made in four (4) quarterly installments of \$58,135.00 each.

Note: Funding to be from the FY15 operational budget.

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

Telecable Service	\$437,152.00
Residence Life, Housing and Dining Services	(Estimated)

Recommend approval to fund year 12 of a 15-year contract with Mediacom to continue to provide television cable service to residence hall rooms/units. Board approval to enter into this 15-year agreement, which was effective June 1, 2003, was obtained in February 2003.

For fiscal year 2015, the contract will cover 2,113 residence hall units. The monthly per unit rate will increase by 5%, to \$15.62 per unit. Franchise fees are additional and are included in the estimated amount shown above.

Payment will be made in 12 monthly installments over the period of July 1, 2014 through June 30, 2015. The cost for this service is included in the residents' fee schedule.

Note: Funding to be from the FY15 operational budget.

June 13, 2014 through July 10, 2014

**ACTIVITY REPORT
PAGE FOUR**

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

**Investment Banking Services Amount to be Determined by Amount of Bond Issue
Financial Services**

The University is seeking to issue tax-exempt, or taxable auxiliary system revenue bonds and/or educational facilities revenue bonds issued by the Missouri Health and Educational Facilities Authority (MOHEFA) to finance construction and improvements on its campuses in Missouri.

A Request for Proposal (RFP) was issued for Investment Banking Services, and responses were received from Edward Jones, Stern Brothers, and Stifel Nicolaus.

It was determined from a review of the proposals that all of the respondents demonstrated experience, expertise, and method of performance in underwriting educational facilities bonds through the Missouri Health and Educational Facilities Authority, as well as the same potential for underwriting auxiliary bond issues in the future. In addition, all three have committed to the University's required pricing index.

The measure to evaluate and select the best proposal is the pricing/bond schedules. The method that takes into account all fees, costs, discounts, premiums, along with the time value of money, is the *All in True Interest Cost*. The other measure is the *True Interest Cost*, which excludes the University's issuance costs.

Following are the submitted interest costs, based upon the market price index of June 26, 2014 for a \$25,000,000 bond issue amortized over 25 years, as specified in the University's RFP dated June 5, 2014:

	Edward Jones	Stern Brothers	Stifel Nicolaus	Stifel Nicolaus
True Interest Costs	3.476%	3.882%	3.664%	3.589%
All in True Interest Cost	3.568%	3.966%	3.754%	3.679%

Based upon the proposals, Edward Jones provides the lowest costs. The University recommends issuing the Investment Banking Services to Edward Jones under the terms of the RFP for a one-year period, with four optional one-year renewals.

Note: Funding to be from bond issue proceeds.

June 13, 2014 through July 10, 2014

II.B.3.a.

RECOMMENDED ACTION - Approval of a resolution granting a license agreement with the Greenwood Athletic and Debate Booster Club in Springfield to allow the refinishing of the gym floor in Greenwood Laboratory School.

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

WHEREAS, the Greenwood Athletic and Debate Booster Club in Springfield wishes to refinish the gym floor; and

WHEREAS, the refinishing of the gym floor is located on property owned by Missouri State University; and

WHEREAS, the Greenwood Athletic and Debate Booster Club in Springfield requests a license agreement so that they may refinish the floor on University property at the expense of the Greenwood Athletic and Debate Booster Club in Springfield;

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors of Missouri State University that the gym floor refinishing license agreement, copy attached, be approved, subject to the terms and conditions set forth therein.

BE IT FURTHER RESOLVED that the Vice President for Administrative and Information Services or the University Architect and Director of Planning, Design & Construction be authorized and directed to execute the license agreement attached hereto.

VOTE: **AYE** _____

NAY _____

COMMENTS:

It is time to refinish the gym floor at Greenwood Laboratory School. The Athletic and Debate Booster Club would like to be responsible for the refinishing costs for this project. The work is to be done in accordance to Missouri State University's Planning, Design & Construction requirements, the University's requirements, and the state of Missouri statutes that govern this work. Upon acceptance of this license agreement, the work will be done prior to the start of the 2014 fall semester.

LICENSE AGREEMENT AND ACKNOWLEDGMENT OF GIFT

This License Agreement and Acknowledgment of Gift, (Hereinafter referred to as "Agreement") is by and between the Board of Governors of Missouri State University, Springfield, Missouri (hereinafter referred to as "MSU"), and the Greenwood Athletic and Debate Booster Club in Springfield, Missouri (hereinafter referred to as "Donor"), on the following terms and conditions.

- A. Grant of License. MSU hereby agrees, grants and conveys to Donor a non-exclusive license to enter upon University property, location at the Greenwood Laboratory School, 1024 Harrison Street, MSU Campus, Springfield, Missouri, and to construct thereon improvements, described herein (hereafter referred to as the "Greenwood Laboratory Gym Floor Refinishing"). Donor agrees to comply with MSU's directions and instructions regarding the particular location for the particular location for Donor's entry onto University property and the refinishing of the Gym Floor Refinishing.
- B. MSU Further Agreement. In addition to the grant of license set forth above, and in consideration of the promises and commitments of Donor set forth herein, MSU agrees that upon completion and acceptance by MSU, suitable notice will be installed in the Greenwood Laboratory School recognizing Donor's gifts.
- C. Donor's Commitments. In consideration of the grant of license as set forth herein, Donor agrees:
1. To refinish the gym floor generally described as:

The gym floor is to be refinished as follows. The existing surface shall be cleaned and abraded with "grit screens", swept, and tacked cleaned with towel and Hillyard "Pregame". Once dry, the entire floor shall be dry dusted with "Chicopee" dust cloths to remove any light dust. One coat of Hillyard "Gold Medalist" shall be applied and allowed to dry overnight to 24 hours. Once dry, abrade the "Gold Medalist" with "maroon" prep pads, clean all dust with tack toweling, followed by dry dusting. Apply one coat of Hillyard "450" high solids gym finish. Upon completion of the applications, allow a minimum of 7-10 days cure time before any play on the floor. Upon proper curing, this coat shall than be lightly sanded to provide a good adhesion of the second and final coat of finish.
 2. To begin the refinishing of the gym floor upon acceptance of this license agreement by both MSU and the Donor as soon as reasonably possible thereafter, and to achieve substantial completion by the date of August 3, 2014; and
 3. To comply with and to required that all c ontractors and subcontractors comply with all directions and instructions of MSU delivered through the Planning, Design & Construction department with regard to the subject matter of this Agreement; and

4. All work shall be in compliance with the Americans With Disabilities Act, § 504 of the Rehabilitation Act of 1973, the 2006 BOCA code, state building standards for accessibility and energy efficiency (ASHRAE Standard 90) as set forth Chapter 8 of the Revised Statute of Missouri and in accord with MSU construction standard acceptable to the MSU Office of Planning, Design & Construction; and
5. Permit access to the site by representatives of MSU and to provide representatives the right to review documentation in a timely fashion; and
6. To satisfy all applicable Missouri Prevailing Wage Requirements with regard to the construction. Applicable wage rate is attached to this Agreement; and
7. To procure and maintain for the duration of the Agreement a policy or policies of insurance for the protection of both the Contractor and MSU and their respective officials. The Contractor shall not commence work under this Agreement until he/she has obtained and submitted to MSU a "Certificate of Insurance" for all insurance required under this article and such insurance has been approved by MSU; nor shall the Contractor allow any Subcontractor to commence work on his/her subcontract until all similar insurance required of the Subcontractor has been obtained and approved. Please carefully review the requirements outlined below.

It is highly recommended that you confer with your insurance broker/agent or other insurance company representative, prior to submitting your bid, to determine availability and applicable cost, if any, of certificates, endorsement, coverages, and limits required.

A. WORKERS' COMPENSATION INSURANCE - Workers' Compensation Insurance for all of his/her employees doing work on the project, and, in case any work is sublet, Contractor shall require any and/or all Subcontractor(s) similarly to provide Workers' Compensation Insurance for all his/her employees unless such employees are covered by the protection afforded by Contractor. In case any class or employees engaged in hazardous work under this Contract at the site of the project is not covered under the Workers' Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide Employer's Liability Insurance covering these employees. Contractors shall provide coverage under the "Occupational Disease Act" of the State of Missouri, in addition to the above requirements, if the operations of the Contractor or any Subcontractor are applicable thereunder. Workers' Compensation Insurance shall comply in all respects with the requirements and limits of the Statutes of the State of Missouri.

B. COMMERCIAL GENERAL LIABILITY INSURANCE - The Contractor shall obtain one or more occurrence-based policies of Commercial General Liability Insurance which provide coverage for the contract work and shall protect the Contractor, MSU, and any Subcontractor performing work covered by this Contract from claims for damages for personal injury, bodily injury, including wrongful death, and from claims for property damage which may arise from the operations under the Contract.

C.1. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Broad Form General Liability, and Contractual Liability, shall apply to Bodily Injury and Property Damage on an "Occurrence Form Basis" with minimum limits of \$1,000,000 each bodily injury or property damage occurrence, and \$2,000,000 general aggregate with a per project endorsement.

C. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE - The Contractor shall obtain one or more occurrence-based policies of auto liability insurance, which provide coverage for all vehicles that will be used on University property in conjunction with this contract work whether they are owned, non-owned or hired vehicles of every type and description.

C.1. Automobile Liability Insurance covering Bodily Injury and Property Damage on an "Occurrence Form Basis" with minimum limits of \$1,000,000 combined single limit.

D. UMBRELLA/EXCESS LIABILITY - Contractor shall provide an Umbrella Policy of Insurance to protect the University, the Board of Governors for Missouri State University, its members, agents, and employees from the performance of this contract with a minimum limit of coverage of \$5,000,000 in excess over the CGL policy. The University shall be named as additional insured on the policy. The policy shall provide for coverage of occurrences from which the University, its officers and employees are not immune under the doctrines of sovereign, official and governmental immunity.

E. ADDITIONAL INSUREDS - Each policy of commercial liability insurance shall name Missouri State University, the Board of Governors of Missouri State University, its members, agents and employees as additional insureds. The insurance afforded by the Contractor shall be primary insurance.

F. ALL RISK BUILDER'S RISK OR INSTALLATION FLOATER INSURANCE - The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the State of Missouri, as an admitted carrier, Builder's Risk or Installation Floater Insurance on the entire Work. Such insurance shall be written on a completed value form for the entire Work. The insurance shall apply on a replacement cost basis.

F.1. The insurance as required herein shall name as insured MSU, Contractor and all Subcontractors of any tier. The insurance policy shall contain a provision that the insurance will not be canceled, allowed to expire or materially changed until at least thirty (30) days prior written notice has been given to Owner.

F.2. The insurance as required herein shall cover the entire Work, including reasonable compensation for Architect's services and expenses made necessary by an insured loss. Insured property shall include portions of the Work located away from the site but indebted for use at the site, and shall also cover portions of the Work in transit, including ocean transit. The policy shall include as insured property scaffolding, falsework, and temporary buildings located at the site. The policy shall cover the cost of removing

debris, including demolition as may be made legally necessary by the operation of any law, ordinance or regulation. The policy shall also contain an endorsement to include permission for partial occupancy.

F.3. The insurance required herein shall be on an all risk form and shall be written to cover all risks of physical loss or damage to the insured party and shall insure at least against the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, lightening, frost, water damage, windstorm and freezing.

F.4. If there are any deductibles applicable to the insurance required herein, Contractor shall pay any part of any loss not covered because of the operation of such deductibles.

F.5. The insurance as required herein shall be maintained in effect until the earliest of the following dates:

- (1) The date which all persons and organizations who are insured under the policy agree in writing that it shall be terminated;
- (2) The date on which final payment of this Contract has been made by Owner to Contractor; or
- (3) The date on which the insurable interests in the property of all insureds other than the Owner have ceased.

F.6. MSU and Contractor waive all rights against (1) each other and any of their subcontracts of any tier, suppliers, agents and employees, each of the other, (2) the Architect and Architect's consultants, and (3) separate Contractors described in Article 17, if any, and any of their Subcontractors of any tier, suppliers, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Article or other insurance applicable to the Work, except such rights as they have to proceeds of such insurance. MSU or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate Contractors described in Article 17, if any, and the Subcontractors of any tier, suppliers, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, was at fault or was negligent in causing the loss and whether or not the person or entity had an interest in the property damaged.

F.7. A loss insured under Contractor's property insurance shall be adjusted by MSU in good faith and made payable to MSU for the insureds, subject to the requirements of the Contract Documents. At its option, Owner may instead allow the proceeds to be placed in escrow or with an independent adjuster. The Contractor shall pay Subcontractors of any tier their just shares of insurance proceeds received by the Contractor, any appropriate agreements, written where legally required for validity, shall

require Subcontractors of any tier to make payments to their Sub-subcontracts in similar manner.

G. INSURANCE COVERING SPECIAL HAZARDS - If applicable, the Commercial General Liability Insurance policy or policies of the Contractor shall provide coverage for special hazards such as, but not limited to, operation of material hoists, blasting or other use of explosives, earthquake, flood, pollution, PCB transformers and damage to underground property.

H. SATISFACTORY COVERAGE – Such insurance coverage shall be written by a company authorized to do business in the State of Missouri and the form and content of the policies and the companies issuing the same shall be subject to the approval of MSU. In the event that the form of any policy or certificates or the amount of the insurance or the companies writing same are not satisfactory to MSU, the Contractor shall secure other policies or certificates in form and amount and with companies satisfactory to MSU. The Contractor shall not cause any policies to be cancelled or permit them to lapse and all insurance policies shall include a clause to the effect that the policy shall not be cancelled or changed until thirty (30) days after MSU has received written notice.

H.1. It is understood and agreed that the insurance required by the provisions of this Article is required in the public interest and that MSU does not assume any liability for acts of the Contractor, any Subcontractor or their employees in the performance of the Agreement.

H.2. If Owner is damaged by delay or failure of Contractor to maintain insurance as required in this Article, then Contractor shall bear all reasonable costs properly attributable to that delay or failure.

I. PROOF OF INSURANCE COVERAGE – Certificates of Insurance shall be provided, authenticated by the proper officer of the insurer, evidencing in particular those insured, the extent of the insurance, the exclusions and endorsements, the location and operations to which the insurance applies, the effective date and expiration date and the notice of cancellation clause mentioned herein before. Owner shall have a right to see the entire policy upon request.

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

forth in §§ 537.610.2 and 537.610.5., MO. REV. STAT., as may be amended from time to time.

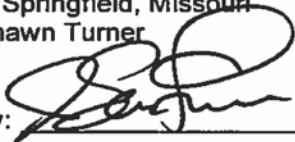
D. Further Understanding of the Parties. The parties further agree and understand as follows:

1. All improvements and fixtures provided as part of the Greenwood Laboratory School Gym Floor Refinishing will become the property of the Board of Governors of MSU upon installation; and
2. Any modification to the Agreement will be by written agreement of the parties; and
3. This Agreement shall not be assigned without the written consent of MSU; and
4. Donor will retain its own agents, representatives and contractors to refinish the gym floor as described herein, at its own expense and as a gift to MSU for the furtherance and development of University's programs and the education of its students. The parties anticipate Donor's costs will be approximately Two Thousand Five Hundred Eighteen Dollars (\$2,518.00). Upon completion of the project according to the terms of the License Agreement, the gift will be acknowledged by MSU Foundation. Neither MSU nor its officers or agents will make any contract for the expenditure of monies for the construction of the modular playground equipment installation, that is, all labor and material required to complete the modular playground equipment installation will be at the cost and expense of the Donor as Donor's gift, which MSU hereby gratefully acknowledges.

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

DONOR:
Greenwood Athletic and Debate Booster Club
In Springfield, Missouri
Shawn Turner

By: _____



6.20.14

Date

MSU:

Missouri State University

Douglas H. Sampson, AIA

By: _____

Date

Missouri Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 21

Section 039
GREENE COUNTY

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

Original Signed by

John E. Lindsey, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2014

Last Date Objections May Be Filed: April 9, 2014

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$24.22	56	28	\$11.00
Boilermaker			\$32.72	57	7	\$26.89
Bricklayer and Stone Mason			\$27.67	24	74	\$15.63
Carpenter			\$23.83	61	4	\$13.89
Cement Mason			\$22.40	64	4	\$9.10
Communication Technician			\$15.50	FED		\$4.72
Electrician (Inside Wireman)			\$24.15	21	48	\$11.80 + 10%
Electrician (Outside-Line Construction/Lineman)			\$38.60	125	65	\$5.00 + 34.5%
Lineman Operator			\$36.54	125	65	\$5.00 + 34.5%
Groundman			\$24.95	125	65	\$5.00 + 34.5%
Elevator Constructor		a	\$42.340	26	54	\$26.705
Glazier			\$22.30	36	52	\$6.06
Ironworker			\$26.90	50	4	\$26.40
Laborer (Building):						
General			\$19.83	112	4	\$11.02
First Semi-Skilled			\$21.71	112	4	\$11.02
Second Semi-Skilled			\$20.51	112	4	\$11.02
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter			\$23.83	123	78	\$13.89
Marble Mason			\$21.15	124	74	\$12.68
Marble Finisher						
Milkwright			\$23.83	61	4	\$13.89
Operating Engineer						
Group I			\$24.85	84	4	\$11.93
Group II			\$23.26	84	4	\$11.93
Group III			\$22.55	84	4	\$11.93
Group III-A			\$23.26	84	4	\$11.93
Group IV						
Group V			\$14.91	84	4	\$11.93
Painter			\$20.45	7	14	\$11.78
Pile Driver			\$23.83	61	4	\$13.89
Pipe Fitter			\$28.00	19	1	\$14.22
Plasterer			\$22.54	64	4	\$9.30
Plumber			\$28.00	19	1	\$14.22
Roofer \ Waterproofer			\$22.00	10	2	\$9.13
Sheet Metal Worker			\$27.76	4	24	\$13.01
Sprinkler Fitter - Fire Protection			\$31.13	33	19	\$18.90
Terrazzo Worker			\$28.15	124	74	\$14.32
Terrazzo Finisher						
Tile Setter			\$21.15	124	74	\$12.68
Tile Finisher						
Traffic Control Service Driver			\$16.35	48	49	\$2.75
Truck Driver-Teamster						
Group I			\$19.45	98	4	\$4.72
Group II						
Group III			\$19.45	98	4	\$4.72
Group IV			\$19.45	98	4	\$4.72

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

**GREENE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

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

NO. 4: Means the regular working day shall consist of eight (8) hours labor on the job between six (6) a.m. and six-thirty (6:30) p.m. and the regular working week shall consist of five (5) consecutive eight (8) hour days beginning with Monday and ending with Friday of each week. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All work performed outside the regular working hours and performed during the regular work week and Saturday work, shall be paid at one & one-half (1½) times the regular rate. All recognized holidays or days locally observed as such, and Sundays shall be paid at the double (2) time rate of pay. Also, there may be a 40-hour work week which would consist of ten (10) hours each day for Monday, Tuesday, Wednesday, Thursday or Friday.

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

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

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

**GREENE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

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

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

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

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

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

**GREENE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

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

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

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

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$25.65 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

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

**GREENE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

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

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

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

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

**GREENE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

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

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

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

**GREENE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

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

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

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

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

**GREENE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter		\$28.22	7	16	\$14.25
Electrician (Outside-Line Construction/Lineman)		\$38.60	18	24	\$5.00 + 34.5%
Lineman Operator		\$36.54	18	24	\$5.00 + 34.5%
Lineman - Tree Trimmer		\$20.90	31	30	\$6.01 + 23.5%
Groundman		\$24.95	18	24	\$5.00 + 34.5%
Groundman - Tree Trimmer		\$16.90	31	30	\$6.01 + 23.5%
Laborer					
General Laborer		\$22.77	4	18	\$11.56
Skilled Laborer		\$23.32	4	18	\$11.56
Milwright		\$28.22	7	16	\$14.25
Operating Engineer					
Group I		\$28.53	5	15	\$12.49
Group II		\$28.18	5	15	\$12.49
Group III		\$27.98	5	15	\$12.49
Group IV		\$25.93	5	15	\$12.49
Oiler-Driver		\$25.93	5	15	\$12.49
Pile Driver		\$28.22	7	16	\$14.25
Traffic Control Service Driver		\$16.35	29	28	\$2.75
Truck Driver-Teamster					
Group I		\$27.22	12	3	\$10.90
Group II		\$27.38	12	3	\$10.90
Group III		\$27.37	12	3	\$10.90
Group IV		\$27.49	12	3	\$10.90

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

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

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

**GREENE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

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

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

**GREENE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

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

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

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

NO. 7: Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular work day shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). Make-up days shall not be utilized for days lost due to holidays. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

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

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

**GREENE COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

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

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

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

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

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

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

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

II.B.3.b.

RECOMMENDED ACTION – Approval of bids and award of a contract for the acceleration lane at William H. Darr Agricultural Center.

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

BE IT RESOLVED by the Board of Governors of Missouri State University that the low bid of Hunter Chase and Associates, Inc. in the amount of One Hundred Fifteen Thousand Seven Hundred Sixty-six and 00/100ths dollars (\$115,766.00) for the base bid for the acceleration lane at William H. Darr Agricultural Center be accepted, approved, and awarded.

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

Project Budget	
Consultant Fees	\$47,063.83
Construction Costs	\$115,766.00
Project Administration	\$25,000.17
Construction Contingency	\$80,170.00
Furniture, Fixtures, and Equipment	\$0.00
Telecommunications	\$0.00
Relocation Costs	\$0.00
Total Project Budget	\$268,000.00
Funding Source	
Intersection Improvements Broadmoor and Kansas Expressway budget	\$268,000.00
Total Funding Source	\$268,000.00

BE IT FURTHER RESOLVED that this be paid from the Intersection Improvements Broadmoor and Kansas Expressway budget funded by existing grant accounts through the Missouri Department of Transportation.

BE IT FURTHER RESOLVED that the Vice President for Administrative and Information 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:

The bids received on this project are as follows:

Contractor	Total
Hunter Chase and Associates, Inc.	\$115,766.00
D&E Plumbing & Heating, Inc.	\$127,102.00
C-Z Projects, LLC	\$159,333.27

The project includes construction of a new acceleration lane at the entrance to the William H. Darr Agricultural Center on Kansas Expressway at Broadmoor Street. The acceleration lane will improve the ability of vehicles to safely exit from the Darr Agricultural Center and merge onto Kansas Expressway.

Consultant fees include surveying, materials testing, and continuous on-site observation per Missouri Department of Transportation requirements. The project contingency has been established to allow utilization of available grant funds if necessary. If the contingency is not fully utilized on the acceleration lane the University will work with Missouri Department of Transportation to attempt to utilize the remaining funds for the future construction of a dedicated transitway on John Q. Hammons Parkway. Final award of the contract will be dependent on approval from Missouri Department of Transportation.

This project will be funded by existing grant accounts through the Missouri Department of Transportation (\$268,000). The funds are "Grant Reimbursables" provided by the Federal Highway Administration, Department of Transportation, via the Missouri Department of Transportation.

II.B.3.c.

RECOMMENDED ACTION – Approval to increase the project budget for the improvements to the athletic and recreation fields on the Springfield campus.

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

BE IT RESOLVED by the Board of Governors of Missouri State University that the project budget approved at the March 19, 2014 meeting for the improvements to the athletic and recreation fields on the Springfield campus be increased by Two Hundred Twenty-nine Thousand and 00/100ths dollars (\$229,000.00) above the project budget of \$27,072,076.00 for a new total of \$27,301,076.00 be accepted and approved.

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

Project Budget	
Consultant Fees	\$1,500,000.00
Construction Costs	\$21,824,600.00
Project Administration	\$100,000.00
Construction Contingency	\$3,725,008.00
Furniture, Fixtures, & Equipment	\$51,468.00
Telecommunications	\$100,000.00
Relocation Costs	\$0.00
Total Project Budget	\$27,301,076.00
Funding Source	
Athletic and Recreation Field Improvements budget	\$27,301,076.00
Total Funding Source	\$27,301,076.00

BE IT FURTHER RESOLVED that this additional funding will be paid by the President's Program Enhancement fund, Coca-Cola's additional year one support funds, and the Bill O'Neill Meeting Room Foundation budget.

VOTE: **AYE** _____

NAY _____

COMMENTS:

Bear Fest Village will move to the north end of Robert W. Plaster Stadium. This area is being designed to allow tents and activities supporting the football games. Needs to support these activities include providing adequate power distributed around the area and wireless network connections. The distribution of power was designed so electrical power cords would not cause issues with being in compliance with the Americans with Disabilities Act (ADA). A solution was developed that met the power distribution needs, networking needs, and kept the area in compliance with ADA both during the use as BearFest Village and at other times during the year. This work is added scope to the original project and impacts both added work for the consultants and the contractor. This budget increase helps cover these added costs. This work will be completed prior to the first football game of the season (September 13, 2014).

The new soft drink vendor, Coca-Cola, is responsible for the installation of a new walk-in cooler in the new east stadium being constructed as part of their contract. In lieu of the vendor providing this, they have requested to provide a check to the University to cover the costs and have the University purchase and install the walk-in cooler. In order to meet the schedule, this work will need to be a change order to the current construction contract as it is added scope to the original project.

A gateway is proposed to be constructed along the north berm at Robert W. Plaster Stadium in honor of former coach Bill O'Neill. This was not part of the original project and will be a change order to the current construction contract.

Athletics has requested the addition of audio and video infrastructure be provided for the game day locker room in the new east stadium for use by the team and for potential recruits. This additional work will include an audio system, cabling and power for future televisions, telecommunications, and additional design fees associated with this work. The goal is to have this remaining work completed before the first home football game. This request is added scope to the original project.

Athletics and Entertainment has requested to improve the sound quality of the Robert W. Plaster Stadium Scoreboard. This work includes removing the existing speakers, reusing the current speaker cable and equipment rack, providing electrical circuitry as required, providing new speakers, bass cabinets, amplifiers, a digital signal processor, installation, programming and training. The finished work will provide the University with a complete and fully functioning sound system at the stadium.

The requested budget increase will be funded by the President's Program Enhancement fund (\$183,000), Coca-Cola's additional year one support funds (\$15,000), and Bill O'Neill Meeting Room Foundation (\$31,000) budget.

II.B.3.d.

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 _____.

BE IT RESOLVED by the Board of Governors for Missouri State University that the University enter into a six (6) month lease agreement attached hereto commencing August 1, 2014, and terminating January 31, 2015, with Illinois Place, LLC for approximately 2,380 square feet of general classroom and support space more specifically identified at 724 Illinois, Joplin, Missouri, Suite 724. The annual base rent per square foot is Ten Dollars and Fifty Cents (\$10.50) per square foot payable in monthly payments of Two Thousand Eighty-Three Dollars and No Cents (\$2,083.00).

BE IT FUTHER RESOLVED that the Vice President for Administrative and Information Services be authorized to execute this agreement and renewals 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.

Due to plans to change the location in Joplin, Missouri State Outreach is only seeking a six month lease.

Illinois Place, LLC

Lease Agreement

THIS LEASE, made and entered into this 1st day of August, 2014, 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 **6 months**, commencing on **August 1, 2014**, and terminating on **January 31, 2015**, subject to renewal as set forth herein.
3. **Renewal.** Lessee may renew the Lease for an additional 6 months 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 \$ 2,083.00 (Two Thousand Eighty-Three 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: Dr. Joye Norris
Associate Provost
Carrington - 209
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, 2014.

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

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

By: _____
Cynthia Butler

By: _____
Ken McClure
Vice President for Administrative
and Information Services

II.B.3.e.

RECOMMENDED ACTION – Approval of FY16 Capital Appropriations Request.

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

BE IT RESOLVED by the Board of Governors for Missouri State University that the FY16 Capital Appropriations Request is approved for submission to the Coordinating Board for Higher Education, the Office of Administration’s Division of Budget & Planning, and the Office of Administration’s Division of Facilities Management, Design & Construction.

VOTE: **AYE** _____

NAY _____

COMMENTS:

The Capital Appropriations Request will be prepared in conformance with guidelines furnished by State agencies. This document provides information upon which these agencies and the Missouri General Assembly will base consideration for potential new construction and major renovation and rehabilitation projects to be funded by capital appropriations during the 2015 legislative session. As you will note, the fiscal year for the request is always one year beyond the fiscal year of the legislative session that considers its funding.

Changes have been made to the FY16 request relative to the FY15 request. Based upon discussions within Administrative Council, these changes include the following:

- Facilities Reutilization Plan (FREUP) for Ellis Hall, Hill Hall, and Missouri Hall on the West Plains campus was moved up from priority 2 to priority 1. Missouri Hall on the West Plains campus replaced McDonald Hall to be consistent with projects identified in Senate Concurrent Resolution No. 39.
- The planning and new construction of the Ozarks Health and Life Sciences Center and Hass-Hoover Hall on the West Plains campus moved from priority 1 to priority 2.
- The planning, renovation and rehabilitation for McDonald Hall was moved from priority 2 to a stand-alone project at priority 3, and included in FY17 projects.
- Costs may need adjustment; however, additional guidance on cost will be forthcoming from the Office of Administration of the State of Missouri.

Missouri State University
FY16 Capital Appropriations Request
Table of Contents

<u>FY16</u>	<u>Category</u>	<u>Cost</u>	<u>Priority</u>
Facilities Reutilization Plan (FREUP): Ellis Hall, Hill Hall, and Missouri Hall - West Plains Campus	Planning, Renovation & Rehabilitation	\$ 27,786,555	1
Ozarks Health and Life Science Center and Hass-Hoover Hall - West Plains Campus	Planning & New Construction	\$ 49,171,717	2
	FY16 Total:	\$ 76,958,272	
<u>FY17</u>			
McDonald Hall	Planning, Renovation & Rehabilitation	\$ 24,139,407	3
Carrington Hall	Planning, Renovation & Rehabilitation	\$ 29,337,464	4
Facilities Reutilization Plan (FREUP): Broadway Hall - West Plains Campus and West Plains Campus infrastructure	Planning, Renovation & Rehabilitation	\$ 8,787,194	5
	FY17 Total:	\$ 62,264,065	
<u>FY18</u>			
New Library/Information Resource Center - West Plains Campus	Planning & New Construction	\$ 31,280,907	6
	FY18 Total:	\$ 31,280,907	
<u>FY19</u>			
Student Admissions and Success Center Expansion	Planning & New Construction	\$ 18,204,700	7
Science Complex (Two Phases)	Planning	\$ 12,000,875	8
	FY19 Total:	\$ 30,205,575	
<u>FY20</u>			
New Theatre and Dance Building	Planning & New Construction	\$ 21,485,054	9
Temple Hall Renovation (Science Complex, Phase I)	Renovation & Rehabilitation	\$ 80,240,729	10
	FY20 Total:	\$ 101,725,783	

II.B.3.f.

RECOMMENDED ACTION – Approval of bids and award of a contract for the renovation of the fifth floor of the Jim D. Morris Center.

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

BE IT RESOLVED by the Board of Governors of Missouri State University that the low bid of Mechanical Services, Inc. in the amount of Eight Hundred Nineteen Thousand and 00/100ths dollars (\$819,000.00) for the base bid for the renovation of the fifth floor of the Jim D. Morris Center be accepted, approved, and awarded.

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

Project Budget	
Consultant Fees	\$49,000.00
Construction Costs	\$837,010.00
Project Administration	\$25,990.00
Construction Contingency	\$82,000.00
Furniture, Fixtures, and Equipment	\$174,000.00
Telecommunications	\$22,000.00
Relocation Costs	\$5,000.00
Total Project Budget	\$1,195,000.00
Funding Source	
Jim D. Morris Center Renvoation budget	\$1,195,000.00
Total Funding Source	\$1,195,000.00

BE IT FURTHER RESOLVED that this be paid by the Jim D. Morris Center Renovation budget funded from the Education Facilities Bond Issue.

BE IT FURTHER RESOLVED that the Vice President for Administrative and Information 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:

The bids received on this project are as follows:

Contractor	Total
Mechanical Services, Inc.	\$819,000.00
Bales Construction Company, Inc.	\$848,800.00
DeWitt & Associates, Inc.	\$870,000.00
Nesbitt Construction, Inc.	\$889,570.00
Burman Companies	\$896,000.00
Carson-Mitchell, Inc.	\$936,650.00

The project includes the renovation of the fifth floor of the Jim D. Morris Center to accommodate growth in both the English Language Institute and the Foreign Language Institute. These departments are currently located on lower floors of the building and both will expand into the fifth floor when the project is complete. A reconfiguration of current spaces will allow the creation of additional classrooms and offices while ensuring proper egress and code compliance.

Construction costs identified in the above project budget includes the proposed contract with Mechanical Services, as well as asbestos abatement services recently issued through the FY14 On-Call Asbestos Abatement contract in the amount of \$18,010.00, which removed and abated vinyl tile containing asbestos materials necessary for this renovation.

This project will be funded by the Education Facilities Bond Issue (\$1,195,000) anticipated to close in September, 2014. Until the bond issue is funded, the Associate Vice President International Programs budget will fund required payments and will be reimbursed from the bond issue proceeds.

II.B.3.g.

RECOMMENDED ACTION – Approval of bids and award of a contract for the construction of the Occupational Therapy Building.

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

BE IT RESOLVED by the Board of Governors of Missouri State University that the low bid of DeWitt & Associates, Inc. in the amount of Fourteen Million Seventy-six Thousand Two Hundred and 00/100ths dollars (\$14,076,200.00) for the base bid plus alternates 2, 3, 5, and 6 for the construction of the new Occupational Therapy Building be accepted, approved, and awarded.

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

Project Budget	
Consultant Fees	\$1,546,208.00
Construction Costs	\$14,076,200.00
Project Administration	\$80,000.00
Construction Contingency	\$1,055,715.00
Furniture, Fixtures, and Equipment	\$2,506,877.00
Telecommunications	\$225,000.00
Relocation Costs	\$10,000.00
Total Project Budget	\$19,500,000.00
Funding Source	
Occupational Therapy Building budget	\$19,500,000.00
Total Funding Source	\$19,500,000.00

BE IT FURTHER RESOLVED that this be paid from the Occupational Therapy Building budget funded by the Education Facilities Bond Issue and a private donation.

BE IT FURTHER RESOLVED that the Vice President for Administrative and Information 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:

The bids received on this project are as follows:

Contractor	DeWitt & Associates	K&S Associates	Wright Construction	Branco Enterprises	Carson-Mitchell
Base Bid	\$13,687,000.00	\$13,747,000.00	\$14,497,000.00	\$14,915,000.00	\$15,270,000.00
Alternate No. 1	-\$30,000.00	-\$20,000.00	-\$20,000.00	-\$40,000.00	-\$330,000.00
Alternate No. 2	\$50,000.00	\$75,000.00	\$63,000.00	\$78,000.00	\$41,250.00
Alternate No. 3	\$246,000.00	\$260,000.00	\$122,000.00	\$278,000.00	\$260,370.00
Alternate No. 4	\$400.00	\$0.00	\$15,000.00	-\$11,000.00	\$10,000.00
Alternate No. 5	\$83,700.00	\$105,000.00	\$116,000.00	\$48,000.00	\$116,200.00
Alternate No. 6	\$9,500.00	\$25,000.00	\$9,500.00	\$15,500.00	\$11,500.00
Alternate No. 7	\$34,300.00	\$15,000.00	\$34,000.00	\$4,000.00	\$32,000.00
Alternate No. 8	\$285,000.00	\$300,000.00	\$307,000.00	\$350,000.00	\$320,500.00
Total: Base Bid plus Alternates 2, 3, 5, and 6	\$14,076,200.00	\$14,212,000.00	\$14,807,500.00	\$15,334,500.00	\$15,699,320.00

This contract will allow for the construction of the new Occupational Therapy Building at the corner of Cherry Street and Holland Avenue. This new facility will include a welcoming lobby, a multi-disciplinary health clinic, skills laboratories, offices, classrooms and group study spaces for the Occupational Therapy, Physician Assistant Studies, Nursing, and Nurse Anesthesia programs. The facility will also include mannequin simulation labs for the Nursing and Nurse Anesthesia programs. The building design is intended to provide a great first impression for prospective College of Health and Human Services students and faculty and encourage multi-disciplinary interaction.

Alternates were taken at the time of bid to help control costs. Alternate 1 provided a mechanism to extend the construction time and reduce costs. With the bids received, all within budget, the University is not accepting this alternate. If this alternate was accepted, the University would need to procure space to meet the program needs during the 2015 fall semester. The expenses incurred would be more than the cost savings associated with Alternate 1. Alternate 4 changed the detailing of the planned windows and the savings was not enough to pursue this alternate. Alternates 7 and 8 dealt with the addition of equipment and technology to the project. The University can provide the equipment and technology at less of a cost and still meet the needs for the project. The furniture, fixtures, and equipment line item in the above budget should have sufficient funds to cover these costs, as well as specialty furniture and equipment needed to meet the needs of each specialized program.

Alternate 2 installs glass walls at the offices to allow natural light further into the building providing less of a reliance on the use of energy to light spaces. Alternate 3 provides a sculptural wood ceiling that runs throughout the facility tying the different levels together. Alternate 5 provides for integral seating to be a part of the exterior landscaping around the building. Alternate 6 provides a variety of walking surfaces as part of the exterior landscaping, so outdoor conditions can be mimicked for use in the programs contained in this facility. Alternates 2, 3, 5, and 6 are recommended for acceptance.

This project, totaling \$19,500,000, will be paid by the Occupational Therapy Building budget funded by the Education Facilities Bond Issue anticipated to close in September, 2014 and a private donation. Until the bond issue is funded, the President's Program Enhancement Fund will fund required payments and will be reimbursed from the bond issue proceeds.

II.B.3.h.

RECOMMENDED ACTION – AMENDING THE PRIOR DECLARATION OF OFFICIAL INTENT TOWARD THE ISSUANCE OF REVENUE BONDS, AND REIMBURSEMENT OF EXPENDITURES FOR AUXILIARY ENTERPRISE FACILITIES AND EDUCATIONAL FACILITIES FROM PROCEEDS OF BONDS

The following resolution was moved by _____ and seconded by

_____.

WHEREAS, The Board of Governors (the “Board”) of Missouri State University, a state educational institution duly created, organized and existing under the laws of the State of Missouri (the “University”), previously adopted a resolution on October 18, 2013 (the “Original Intent Resolution”), expressing its intent, among other things, to request the Health and Educational Facilities Authority of the State of Missouri (the “Authority”) to assist the University in providing funds (a) to finance the costs of certain improvements to “educational facilities” of the University, and (b) to pay associated costs of issuance of the bonds, and the University intends to request that the Authority issue its bonds and loan the proceeds thereof to the University for such purposes, all as provided for and permitted under the Missouri Health and Educational Facilities Authority Act, Chapter 360 of the Revised Statutes of Missouri, as amended (the “MoHEFA Act”); and

WHEREAS, the University is an “educational institution,” as defined in the MoHEFA Act, and intends to request that the Authority MoHEFA Act; and

WHEREAS, the University has made certain expenditures for equipment, construction, improvements and renovations to its auxiliary enterprise facilities and other educational facilities on its campus in Springfield, Missouri, and expects to make additional similar expenditures after the date of the Original Intent Resolution, and the University desires and intends to reimburse itself for such expenditures made not earlier than 60 days before the date of the Original Intent Resolution from the proceeds of tax-exempt bonds or securities issued or incurred by the University, the Authority or other governmental issuer of tax-exempt obligations; and

WHEREAS, the estimated maximum principal amount of bonds for educational facilities projects is \$53,000,000, as provided in the Original Intent Resolution; and

WHEREAS, this Resolution shall take effect and be in full force immediately after its adoption by the Executive Committee of the Board of Governors.

NOW, THEREFORE, BE IT RESOLVED BY THE EXECUTIVE COMMITTEE OF THE BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY AS FOLLOWS:

Section 1. Amendment of Declaration of Intent. The Executive Committee hereby affirms the intent of the University to request the Authority to issue educational facilities revenue bonds pursuant to the MoHEFA Act in a principal amount not to exceed \$53,000,000 (unchanged from the Original Intent Resolution), such principal amount to be determined by subsequent resolution of the Board or the Executive Committee, to provide funds to finance the costs of improvements to and expansions and renovations of educational facilities of the University, including construction of a new University Student Admissions and Success Center (Welcome Center) (referred to in the original Intent Resolution as the Welcome Center) and a new occupational therapy/health sciences building (referred to

in the Original Intent Resolution as an addition to McQueary Family Health Sciences Hall), acquisition of and improvements to Brick City Building 4, and renovations and improvements to Ellis Hall, Pummill Hall, Glass Hall (all as referred to in the Original Intent Resolution) and other educational facilities of the University, including renovations of the Jim D. Morris Building for international students and continuing education programs.

Section 2. Reimbursement of Expenditures. The University has made certain expenditures in connection with the purchase, construction, renovation, improvement and equipping of the projects referenced above, and expects to make additional similar expenditures after the date of this Resolution and before the issuance of the bonds or other securities, and the University desires and intends to reimburse itself, from proceeds of the bonds or other securities, in one or more series, for such expenditures made not earlier than 60 days before the date of the Original Intent Resolution.

Section 3. Further Authorization and Direction. The Executive Committee hereby authorizes and directs the University's General Counsel, Chief Financial Officer, Bond Counsel, and other officers and representatives of the University, to prepare, for submission to and final action by the Board, all appropriate legal and financing documents necessary to effect the authorization, issuance and sale of the bonds or other securities, in one or more series, and any other actions contemplated hereunder in connection with the issuance and sale thereof.

Section 4. Conditions. This Resolution is subject to the condition that any issuance of bonds or other tax-exempt or taxable securities will be subject to the further action by the Board or the Executive Committee specifically authorizing and approving the bonds or other securities and the marketing and any programs relative to such bonds or other securities.

Section 5. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Executive Committee.

ADOPTED by the Executive Committee of the Board of Governors of Missouri State University this ____ day of July, 2014.

VOTE: AYE _____

NAY _____

COMMENTS:

II.B.4.a.

RECOMMENDED ACTION – Ratification of Agreement for International Educational Consulting Services between Mr. Prateek Gujral and Missouri State University.

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

WHEREAS, increasing the number of international students is a strategic initiative of Missouri State University’s enrollment management plan; and

WHEREAS, the University, desires to increase the number of students, particularly first-year students from India; and

WHEREAS, Prateek Gujral, has a reputable and successful educational consulting services practice in India.

NOW THEREFORE, BE IT RESOLVED by the Board of Governors of Missouri State University that the attached Agreement for International Educational Consulting Services between Missouri State University and Mr. Prateek Gujral is ratified.

VOTE: **AYE** _____

NAY _____

COMMENTS: The attached Agreement for International Educational Consulting Services will become effective on 1 July 2014 for a term of one year. At the end of such term, the Agreement will automatically renew unless one party provides written notice of non-renewal to the other party at least 30 days before the end of the term. Either party may terminate the Agreement, with or without cause, by providing written notice of termination at least 30 days before the effective date of termination.



Agreement for International Educational Consulting Services

This Agreement for Educational Consulting Services (the “Agreement”), dated 1 July 2014, is by and between the Board of Governors of Missouri State University (“MSU”) and the following person or entity (hereinafter referred to as “CONTRACTOR”):

Name of Person or Entity: **Prateek Gujral**

Address Line 1: **508,5th Floor, Wave 1st Silver Tower**

Address Line 2: **Sector 18**

Address Line 3: **Noida (UP) 201301, India**

Name and Title of Contact Person: **Kent Thomas, Assistant Vice President for International Programs**

Country in which CONTRACTOR will provide services under this Agreement: **India**

All notifications and other communications to CONTRACTOR shall be made to the above listed contact person(s) using the information set forth above. All notifications and other communications to MSU shall be made to the following:

Name of Contact Person: Kent Thomas
Title of Contact Person: Assistant Vice President
International Programs
Address: 901 S. National Ave.
Springfield, MO 65897

In consideration of the mutual promises and covenants set forth below, MSU and the CONTRACTOR agree to the following terms and conditions:

A. TERM AND TERMINATION. This Agreement will become effective on 1 July 2014 for a term of one year. At the end of such term, the Agreement will automatically renew unless one party provides written notice of non-renewal to the other party at least 30 days before the end of the term. Either party may terminate the Agreement, with or without cause, by providing written notice of termination at least 30 days before the effective date of termination.

B. CONTRACTOR’S OBLIGATIONS. By executing this Agreement, CONTRACTOR agrees to provide the following services and undertake the following duties and obligations:

1. CONTRACTOR will recruit prospective students in India to participate in MSU's programs. The focus of the contractor's effort will be recruitment of secondary school students for enrollment in MSU undergraduate programs. Graduate enrollments are welcomed, but secondary to the focus on undergraduate programs. Geographic areas of emphasis will be in those cities where there is the greatest opportunity for success.
2. CONTRACTOR will provide accurate and complete information about MSU's programs (including but not limited to fee schedules) to all persons in India who request such information.
3. CONTRACTOR will provide assistance with completing MSU application materials to all prospective MSU students in India who request such assistance.
4. CONTRACTOR will provide orientation services to prospective students in India who intend to participate in MSU's programs.
5. CONTRACTOR will submit to MSU the following documents for each prospective student who applies for admission to MSU and who CONTRACTOR recruited or assisted in completing application materials:
 - a. A letter on CONTRACTOR's letterhead indicating the connection between the prospective student and CONTRACTOR (may be sent electronically);
 - b. An application for the prospective student's admission to MSU, required transcripts, along with all other required application materials;
 - c. The required application fee (\$50 for undergraduate applications as of January 1, 2013); and
 - d. Such other documents, materials, and information that MSU reasonably requests.
6. CONTRACTOR shall do business in its own name and shall not trade upon the name or credit of MSU. MSU will provide an email account and business cards indicating the contractor is acting on behalf of the university. Before using any marketing, promotional, or other materials referencing MSU (using any of MSU's trade names, trademarks, service marks, logos, likeness, or derivatives thereof), CONTRACTOR will submit a copy of each such material to MSU and obtain MSU's approval of each such material. CONTRACTOR shall not otherwise use MSU's trade names, trademarks, service marks, logos, likeness, or derivatives thereof.
7. CONTRACTOR will not, and is not authorized to, represent to anyone at any time that it has the authority to make decisions related to the admission, enrollment, dismissal, or other matters regarding MSU's programs. CONTRACTOR understands and agrees that MSU retains sole discretion to make all decisions related to MSU's programs, including but not limited to decisions regarding admission and enrollment.
8. CONTRACTOR will comply with all applicable laws, regulations, and policies. Such applicable laws include but are not limited to the Foreign Corrupt Practices Act ("FCPA"), 15 U.S.C. § 78dd-1, *et seq.* (prohibits certain payments to foreign officials) and the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g (prohibits disclosure of student educational records). CONTRACTOR further agrees to indemnify and hold harmless MSU and MSU's employees, officers, and directors from any and all criminal or civil liabilities

or fines incurred or threatened (as well as attorneys' fees and court costs related thereto) directly or indirectly related to CONTRACTOR's failure to comply with applicable laws, regulations, and policies (included but not limited to the FCPA and FERPA).

9. CONTRACTOR agrees to participate in such legal, compliance, and/or best practices training and/or monitoring as MSU in its discretion requires to ensure CONTRACTOR's compliance with all applicable laws (including but not limited to the FCPA and FERPA), regulations, policies, and ethical or professional standards, or for any other reason.

10. CONTRACTOR represents and agrees that this Agreement complies with all legal and regulatory requirements in the CONTRACTOR's home country and all countries in which CONTRACTOR will provide services under this Agreement; and that the laws and regulations in such countries do not prevent the parties from performing or legally enforcing the obligations set forth in this Agreement. It is CONTRACTOR's responsibility to obtain legal counsel, if necessary or appropriate, to review this Agreement for such compliance and enforceability. CONTRACTOR agrees to indemnify and hold harmless MSU and MSU's employees, officers, and directors from any and all criminal or civil liabilities or fines incurred or threatened (as well as attorneys' fees and court costs related thereto) directly or indirectly related to this Agreement's failure to comply with all legal and regulatory requirements in the CONTRACTOR's home country and all countries in which CONTRACTOR agrees to provide services under this Agreement.

11. At MSU's request, CONTRACTOR will provide other services reasonably related to the services, duties, and obligations expressly set forth herein or otherwise related to the admission, enrollment, and education of MSU students recruited or otherwise assisted by CONTRACTOR.

12. Unless the parties agree otherwise in writing, CONTRACTOR will not charge, demand, or otherwise expect payment from MSU for any services or goods rendered or provided to MSU, regardless of whether such services or goods were provided pursuant to this Agreement, except for the payments described in Section C below.

13. CONTRACTOR represents and agrees that it has sufficient education, expertise, and capabilities to fully perform all of the services as set forth in this Agreement. CONTRACTOR agrees to diligently and faithfully perform all such services in a workmanlike manner, in compliance with all applicable professional and ethical standards, and in compliance with such standard of care that is or should be exercised by reasonable professionals providing the same or similar services. CONTRACTOR further agrees to comply with the NAFSA Principles of Ethical Practice in Overseas Educational Advising (found at http://am.nafsa.org/about.sec/governance_leadership/ethics_standards/principles_of_ethical), the NAFSA Statement of Ethical Principles (found at http://www.nafsa.org/Learn_About_NAFSA/Governance_Documents/Ethics_And_Principles/Statement_Of_Ethics/NAFSA_s_Statement_of_Ethical_Principles/), and forthcoming guidelines on international student recruitment from the National Association for College Admission Counseling (NACAC).

C. MSU'S OBLIGATIONS. By executing this Agreement, MSU agrees to undertake the following duties and obligations:

1. For each student with regard to whom the below criteria have been satisfied, MSU agrees to pay agents working with the CONTRACTOR an agent's fee of 15% of the first year's annual tuition for the program the applicant is selected for when the agent is providing both counseling and administrative support. When only administrative support is provided, MSU will pay 8% of the first year's tuition. Agent contracts will be established independent of this contract. MSU will pay CONTRACTOR's agents such amount within 45 days after the last of the below referenced criteria have been satisfied. For payment to be made, the following criteria must be satisfied:

- a.** CONTRACTOR's agents assisted the student in completing all necessary materials for application to MSU, and CONTRACTOR has provided MSU with the items set forth in Section B(5) above;
- b.** CONTRACTOR's agents provided, or offered to provide, the student with orientation services;
- c.** MSU admitted the student using protocol and standards consistent with its admission of other similarly situated students;
- d.** The student enrolled in and completed (without withdrawing) 12 hours of academic graded credit at MSU;
- e.** CONTRACTOR's agents invoiced MSU for payment after the criteria set forth in Sections C (1)(a) through (d) have been satisfied.
- f.** The student is not enrolled at any of MSU's International Partner institutions.

2. MSU will pay the contractor \$75,000 to cover the costs of Public Relations, Media Activities, Out-Reach for Recruitment Purposes and Contractor Compensation. It is understood that the general allocation of funds will be \$24,000 for PR and Media Activities, \$15,000 for Recruitment and \$36,000 for compensation. Payments will be made quarterly in the amount of \$18,500 beginning 1 July 2014 or upon the signing of the contract if signing occurs after 1 July. MSU will also bring the contractor to the United States at the beginning of the contract to familiarize the contractor with the university, introduce him to key faculty and staff, and ensure admissions requirements are understood.

3. Unless the parties agree otherwise in writing, MSU will not be obligated to pay CONTRACTOR any additional money, regardless of whether CONTRACTOR provides services in addition to the services set forth in this Agreement, except for the payments described herein.

4. MSU will pay CONTRACTOR a supplemental fee if, during the course of a fiscal year (July 1-June 30), CONTRACTOR becomes entitled to payment (as set forth in Paragraph C(1) above) for ten or more students. Specifically, MSU will pay CONTRACTOR a one-time supplemental fee of \$1,000 for each ten students for which CONTRACTOR becomes entitled to payment.

By way of example, upon becoming entitled to payment for ten students, the CONTRACTOR will receive a supplemental payment of \$1,000. Upon becoming entitled to payment for twenty students, the CONTRACTOR will receive an additional supplemental payment of \$1,000.

If and when CONTRACTOR becomes entitled to payment of a supplemental fee as set forth herein, MSU will pay CONTRACTOR such supplemental fee within 45 days after MSU

receives an invoice from CONTRACTOR properly requesting payment of such supplemental fee.

D. MISCELLANEOUS.

1. If, as a result of an act of force majeure, including without limitation, an act of nature, war, riot, labor dispute, strike, threat thereof, intervention of a government agency or instrumentality, or other occurrence beyond the reasonable control of either party, a party is hindered in performing its obligations hereunder or is thereby rendered unable to perform its obligation hereunder, then, in such event, such party shall have the right, upon notifying the other of the occurrence of force majeure as herein defined, to suspend performance until the event of force majeure has passed.

2. This Agreement is non-exclusive, and either party may create and maintain similar or dissimilar commercial relationships with other persons and entities so long as those relationships do not affect such party's ability to perform its obligations hereunder.

3. This Agreement shall be governed by and construed in accordance with the laws of the United States of America, State of Missouri.

4. CONTRACTOR agrees to indemnify and hold harmless MSU and MSU's agents, officers, and employees for and from all liabilities and expenses (including but not limited to court costs and attorneys' fees) directly or indirectly related to CONTRACTOR's act(s) or omission(s) in performing its obligations under, or in any way otherwise related to, this Agreement.

5. ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH, TERMINATION, OR INVALIDITY THEREOF, SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE UNCITRAL ARBITRATION RULES. THE APPOINTING AUTHORITY SHALL BE THE SECRETARY GENERAL OF THE PERMANENT COURT OF ARBITRATION. THE NUMBER OF ARBITRATORS SHALL BE ONE. THE PLACE OF ARBITRATION SHALL BE IN THE UNITED STATES OF AMERICA, STATE OF MISSOURI. THE LANGUAGE TO BE USED IN THE ARBITRAL PROCEEDINGS SHALL BE ENGLISH.

6. The parties are independent contractors of one another. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the parties. Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter.

7. The parties shall not discriminate against any person on the basis of race, sex, age, religion, national origin, color, disability/handicap, or marital status in the performance of this Agreement.

8. Neither party shall assign this Agreement or assign or delegate any of its obligations under this Agreement to any third party without the other party's prior written consent.

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

10. If any provision of this Agreement is determined to be invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties shall endeavor to amend such provision so that the intention thereof can be carried out to the extent legally possible.

11. This agreement is written in English and both parties will be provided original singed copies.

12. This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement intending to be legally bound hereby.

THE BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY



6-25-14

Dr. James P. Baker

Vice President for Research and Economic Development and International Programs

CONTRACTOR



Signature

PRATEEK GUJRAL

Print Name

Title

III.A.1.

RECOMMENDED ACTION – Approval of Additional FY2015 Employment Agreements for Athletics Administrators and Coaches.

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

WHEREAS, the University desires to employ Nathan Thompson as Assistant Coach for Baseball, and Mr. Thompson desires to accept such employment on terms and conditions consistent with the attached Exhibit A;

WHEREAS, the University desires to employ Jacob Barreau as Assistant Coach for Volleyball, and Mr. Barreau desires to accept such employment on terms and conditions consistent with the attached Exhibit B;

WHEREAS, the University desires to employ Collin Crane as Assistant Strength and Conditioning Coach, and Mr. Crane desires to accept such employment on terms and conditions consistent with the attached Exhibit C; and

WHEREAS, the University desires to employ Katie Schulte as Athletic Trainer for Athletics Medical and Rehabilitation Services, and Ms. Schulte desires to accept such employment on terms and conditions consistent with the attached Exhibit D.

NOW, THEREFORE, BE IT RESOLVED that the Board of Governors of Missouri State University hereby approves and authorizes the President to execute the attached FY 2015 Employment Agreements for Athletics Administrators and Coaches.

VOTE: AYE _____

NAY _____

Comments:

See attached Exhibits A, B, C, and D.



Missouri State

U N I V E R S I T Y

ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

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

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

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

Name of Coach: Nathan Thompson

Position: Assistant Coach

Sport: Baseball

Term: July 1, 2014-June 30, 2015

Compensation: \$50,000

Achievement Payments:

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


Other Benefits and Incentives:

Coach may participate in camps and/or clinics

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

COACH

MISSOURI STATE UNIVERSITY



Nathan Thompson

Clifton M. Smart III
President

7/3/14

Date

Date

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

ATHLETICS EMPLOYMENT AGREEMENT TERMS AND CONDITIONS – ASSISTANT COACH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

February 28, 2013



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

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

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

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

Name of Coach: Jacob Barreau

Position: Assistant Coach

Sport: Volleyball

Term: June 16, 2014-June 30, 2015

Compensation: \$33,300


Achievement Payments:

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

Other Benefits and Incentives:

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

COACH



Jake Barreau

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

6/16/14

Date

Date

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

ATHLETICS EMPLOYMENT AGREEMENT TERMS AND CONDITIONS – ASSISTANT COACH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

February 28, 2013



Missouri State UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR

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

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

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

Name of Administrator: Collin Crane

Position: Assistant Strength and Conditioning Coach

Term: July 1, 2014 – June 30, 2015

Compensation: \$40,000

Achievement Payments:

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

Other Benefits and Incentives:

ADMINISTRATOR

MISSOURI STATE UNIVERSITY

Collin K. Crane

Collin Crane

Clifton M. Smart III
President

6-25-14

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 contacts 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.

March 18, 2013



Missouri State
UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR

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

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

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

Name of Administrator: Katie Schulte

Position: Athletic Trainer for Athletics Medical and Rehabilitation Services

Term: July 7, 2014 – June 30, 2015

Compensation: \$37,471

Achievement Payments:

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

Other Benefits and Incentives:

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

ADMINISTRATOR

MISSOURI STATE UNIVERSITY

Katie Schulte
Katie Schulte

Clifton M. Smart III
President

7/7/14
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 New Academic Program for the Certificate in Alternative Energy.

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

BE IT RESOLVED by the Board of Governors for Missouri State University that the Certificate in Alternative Energy be approved for submission to the Coordinating Board for Higher Education.

VOTE: **AYE** _____

NAY _____

COMMENTS:

1. Opportunities in the alternative energy and green technology fields continue to increase.
2. The proposed Certificate in Alternative Energy will prepare students for jobs in the “green” industry. Analysts predict that the global “clean energy” economy will exceed one trillion dollars by 2020 and “green” jobs pay an average of 10% to 20% more than other jobs, according to the Council of Economic Advisers. (Renewable Energy World, www.renewableenergyworld.com.)
3. The proposed certificate consists of four new three credit hour courses, TEC 200 Alternative Energy – Electricity & Electronics, TEC 260 Alternative Energy – Biofuels, TEC 265 Alternative Energy – Solar, and TEC 270 Alternative Energy – Wind.
4. Courses will be taught by existing full time and per course faculty.
5. The program and curriculum have been reviewed and approved by the Missouri State University-West Plains Curriculum Committee and Faculty Senate. Upon approval by the Board of Governors, the program proposal will be forwarded to the Missouri Coordinating Board for Higher Education.

Certificate in Alternative Energy

TEC 100	Survey of Electronics	3
TEC 200	Alternative Energy – Electricity & Electronics	3
TEC 260	Alternative Energy – Biofuels	3
TEC 265	Alternative Energy – Solar	3
TEC 270	Alternative Energy – Wind	3
Total Credit Hours.....		15

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.

Faculty Non-Reappointment:

<u>Name</u>	<u>Position/Department</u>	<u>Effective</u>
Nicholas Xidis	Lecturer of Physics West Plains Campus	8-1-2014

Retirement:

<u>Name</u>	<u>Position/Department</u>	<u>Effective</u>
Edgar McKinney	Professor of History West Plains Campus	8-1-2014

(See Addendum A for Supplemental payments for the summer 2014 session)

(See Addendum B for Per Course Faculty payment for the summer 2014 session)

VOTE: **AYE** _____
 NAY _____

ADDENDUM A

Supplemental payments for the summer 2014 session:

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Joyce DeWitt	NUR	\$5,451
James Hart	CIS/Internships	\$4,387
Carla Huddleston	NUR	\$12,230
Joseph Rugutt	CHM	\$7,222
Lisa Wade	NUR	\$4,836
Linda Wulff-Risner	AGR	\$7,014

ADDENDUM B

The following have been appointed as Per Course Faculty for the summer 2014 session:

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Paula England	CFD	\$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>
Kristy D. Lawrence	Executive Assistant IV WP Chancellor's Office	17	\$36,983 Annually	07/01/2014
Kerri B. Jones	Academic Advisor WP AACCESS	42	\$31,500 Annually	07/14/2014

RESIGNATION:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Ping He	Asst. Coord. of Institutional Research/Effectiveness WP Academic Affairs	06/13/2014
Marcie D. Struble	Administrative Assistant II WP University/Community Programs	06/27/2014
Faith M. Grace	Administrative Assistant I WP TRiO	06/30/2014

RETIREMENT:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Herbert L. Lunday	Dean of Student Services WP Student Services	01/01/2015
Sue J. Ingram	Director, Information Technology Services WP Information Technology Services	01/01/2015

VOTE: AYE _____

NAY _____

III.B.4.

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 31, 2014, 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 31, 2014

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.

**Build and Install Picture Frame Rails
Melton Hall**

**Project Budget
\$567.13**

A notice to proceed was issued to Feller Construction, Inc. in the amount of \$567.13. This project was issued under the FY14 Job Order Contract Services agreement. This project consists of expenses for building and installing a picture frame rail in Melton Hall. The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	567.13
Project Administration	0.00
Construction Contingency	0.00
Furniture, Fixtures, & Equipment	0.00
Telecommunications	0.00
Relocation Costs	0.00
Total Project Budget	\$ 567.13

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

**Install Drain Pipe and Re-Shape Yard to Divert Drainage
Richard's House**

**Project Budget
\$5,421.71**

A notice to proceed was issued to Feller Construction, Inc. in the amount of \$5,421.71. This project was issued under the FY14 Job Order Contract Services agreement. This project consists of expenses for installing a drain pipe to connect roof runoff down spouts to divert water runoff from the Richard's House. Also includes dirt work to re-shape the yard to prevent excess runoff into neighboring property. The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	5,421.71
Project Administration	0.00
Construction Contingency	0.00
Furniture, Fixtures, & Equipment	0.00
Telecommunications	0.00
Relocation Costs	0.00
Total Project Budget	\$ 5,421.71

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

**Construct Granvil Vaughan Plaque Monument
Kellett Hall**

**Project Budget
\$5,106.39**

A notice to proceed was issued to Feller Construction, Inc. in the amount of \$5,106.39. This project was issued under the FY14 Job Order Contract Services agreement. This project consists of expenses for constructing a monument to display the Granvil Vaughan plaque commemorating MSU-West Plains' founder. The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	5,106.39
Project Administration	0.00
Construction Contingency	0.00
Furniture, Fixtures, & Equipment	0.00
Telecommunications	0.00
Relocation Costs	0.00
Total Project Budget	\$ 5,106.39

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

**Install New Curbing for HVAC
Missouri Hall / Post Office Building**

**Project Budget
\$2,235.39**

A notice to proceed was issued to Feller Construction, Inc. in the amount of \$2,235.39. This project was issued under the FY14 Job Order Contract Services agreement. This project consists of expenses for installing new curbing for the HVAC unit at Missouri Hall/Post Office Building. The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	2,235.39
Project Administration	0.00
Construction Contingency	0.00
Furniture, Fixtures, & Equipment	0.00
Telecommunications	0.00
Relocation Costs	0.00
Total Project Budget	\$ 2,235.39

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

III.C.1.

RECOMMENDED ACTION - Approval of Procurement Activity Report

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

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

VOTE: **AYE** _____
 NAY _____

COMMENTS:

Recommend the attached report summarizing all reportable Office of Procurement Services activity from June 4, 2014 through July 15, 2014 be approved.

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

FOR INFORMATIONAL PURPOSES ONLY

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

First Class Presort and other Mailing Services **\$27,500.00**
Postal Services **(Estimated)**

In response to required advertising, only one bid was received for first class presort and other mailing services. Six (6) sources were solicited. The only bid received was from the incumbent, Ozark Mailing Services.

Ozark's bid was compared to current contract prices. The overall average increase for 41 different operations, or cost elements, was 3.7%. The end-user found this to be reasonable and well within budget. The original contract period will be from August 1, 2014 through July 31, 2015, with four (4) additional one-year renewal periods possible.

Note: Required funding to be from the FY15 operational budget.

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

Child Care Services **\$30,000.00**
West Plains Campus **(Estimated)**

In response to required advertising, only one (1) proposal was received for child care services for the West Plains campus. Eight (8) sources were solicited. The only proposal received was from the incumbent, Learning Tree, Limited.

Learning Tree's proposal prices were compared to current contract prices. The overall average increase in price for 20 different line items, or cost elements, was 3.7%. The end-user found this to be reasonable and well within budget. The original contract period will be from August 1, 2014 through July 31, 2015. There will be four (4) additional one-year renewal periods possible.

Note: Funding to be from the FY15 operational budget.

June 4, 2014 through July 15, 2014

**ACTIVITY REPORT
PAGE TWO**

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

Sports Medicine Physician Services **\$32,876.00**
Intercollegiate Athletics

A purchase order has been processed to Mercy Sports Medicine for the annual physician services payment due under the Sports Medicine Contract 3727-1. The Sports Medicine Contract was competed and established on November 1, 2007. This is a ten-year contract (through October 31, 2017) with four (4) one year renewal periods. This payment is for the period of November 1, 2013 through October 31, 2014. The current amount due represents a 3% increase in accordance with the Consumer Price Index (CPI).

Note: Funding to be from the FY15 operational budget.

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

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

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

A purchase order has been issued to Xerox Corporation for months 38 to 49 of the lease. The estimated price shown above includes both the monthly lease payments and the estimated maintenance costs for the period July 1, 2014 to June 30, 2015.

Note: Funding to be from the FY15 operational budget.

June 4, 2014 through July 15, 2014

**ACTIVITY REPORT
PAGE THREE**

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

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

Pursuant to University policy which allows the University to participate in contract agreements established by other public entities, the University will continue to utilize Anixter, Incorporated, Contract Number C111155001 with the State of Missouri for telecommunications and data equipment. The contract period is September 1, 2014 through August 31, 2015.

Note: Funding to be from the FY15 operational budget.

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

Particle Sizer and Zeta Potential Analyzer **\$54,270.00**
Chemistry Department

Bids were solicited for a Nanobrook Omni particle sizer and zeta potential analyzer that will allow chemists in the department to analyze and characterize molecules based on their size distribution and electrical charge. This equipment will be particularly useful for the research labs of Doctors Steinle, Wanekaya, Fichter, Cuebas, Biagioni and Gerasimchuk. Additionally, having this instrument available will afford chemistry students more exposure to analytical instruments and methods, which should be beneficial to job placement following graduation.

A purchase order was issued in June, 2014 to Brookhaven Instruments Corporation as the only respondent to the RFQ. The purchase order also includes optional on-site training and setup.

Note: Funding to be from the FY14 operational budget.

June 4, 2014 through July 15, 2014

**ACTIVITY REPORT
PAGE FOUR**

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

Temporary Services – Skilled Trades **\$69,507.00**
Physical Plant **(Estimated)**

Renewal of Contract 5270-2 will be processed with Multi-Craft Contractors to provide temporary services (skilled trades) for the period September 1, 2014 through August 31, 2015. This is the third of four available contract renewal options. Pricing will increase by 5% as provided for in the contract.

Note: Funding to be from the FY15 operational budget.

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

Blackboard Transact System License Renewal **\$79,619.00**
Computer Services

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

The contract includes the option to renew the licenses on an annual basis, for up to ten (10) years. July 1, 2014 to July 1, 2015 is the fourth such renewal period, and a purchase order has been issued to Blackboard Incorporated.

Note: Funding to be from the FY15 operational budget.

June 4, 2014 through July 15, 2014

**ACTIVITY REPORT
PAGE FIVE**

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

Security Cameras and Related Equipment **\$95,000.00**
Campus Wide **(Estimated)**

Pursuant to University policy which allows the University to participate in contract agreements established by other public entities, the University will continue to utilize Anixter, Incorporated, Cooperative Contract Number PT63201 with the State of New York, for the purchase of security cameras and related equipment.

The University plans to continue using this contract on a year-to-year basis (August 1 through July 31) while the contract remains in force. Most of the estimated expenditures under the contract will be for the purchase of security cameras for Public Safety. Talk-a-phones and other related equipment may be purchased as well. Use of this contract will continue to be reported to the Board, when and as required.

Note: Funding to be from the FY15 operational budget.

June 4, 2014 through July 15, 2014

III.D.1.

RECOMMENDED ACTION - Approval of Activity Report for the month of May 2014.

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 2014, 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 2014

This report documents activities managed by Planning, Design & Construction for the month of May 2014. 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 7, 2014

**Renovation of
Sunvilla Tower**

Following the March Board of Governors' Executive Committee meeting, a contract was signed with the Lawrence Group for services in conjunction with the renovation of Sunvilla Tower and construction of a FEMA storm shelter. The fixed fee for basic services is \$1,012,000.00. This project is being funded by the Structural Study of Sunvilla Tower budget.

May 13, 2014

**Pool Bulkhead and Window Replacement
Hammons Student Center**

**Project Budget
\$184,000.00**

A change order was signed with Oke-Thomas & Associates, Inc. in the amount of \$1,500.00. This is the first change order on this project. Work added under this change order includes replacement of corroded sill flashings and modifications to the window frame finish. The contract amount will be increased to \$165,246.00. This project is being funded by the Hammons Student Center Bulkhead and Window Replacement budget.

**Refresh Paint
Bill R. Foster and Family Recreation Center**

**Project Budget
\$7,000.00**

A change order was signed with Kenmar Construction, Inc. in the amount of \$616.00. This is the first change order on this project. Work added under this change order includes an increase to the wall area to be painted. The contract amount will be increased to \$6,202.05. This project is being funded by the Foster Recreation Center – Administration budget.

May 14, 2014

**Floor Improvements
Blair-Shannon Dining Center**

**Project Budget
\$72,000.00**

Bids were received for removal and replacement of the linoleum flooring in the Blair-Shannon Dining Center. A notice to proceed was issued to Bales Construction Company, Inc. in the amount of \$41,500.00.

The bids received on this project are as follows:

Contractor	Base Bid
Bales Construction Company, Inc.	\$41,500.00
Rio Contracting, LLC	\$51,450.00

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 6,500.00
Construction Contracts	41,500.00
Project Administration	3,500.00
Construction Contingency	20,500.00
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$72,000.00

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

2014 On-Call Asbestos Abatement	Project Budget
Remove Asbestos, Room 201, Carrington Hall	\$40,000.00

A work order was issued to Gerken Environmental Enterprises, Inc. in the amount of \$1,365.40 for asbestos tile and mastic removal in Room 201 in Carrington Hall. This is the sixth work order issued under the On-Call Asbestos Abatement contract. Following issuance of this work order, the balance available for use on this contract for the current fiscal year stands at \$11,809.12. This work was funded by the President's Program Enhancement budget.

May 15, 2014

FY15 Job Order Contracting Services	Project Budget
Electrical Repair and Replacement	\$200,000.00

Following the May Board of Governors' Executive Committee meeting, a notice of award was issued to DeWitt & Associates, Inc. for renewal of the Job Order Contracting Services for Electrical Repair and Replacement for FY15. 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 FY15. This is the second renewal of two available renewals for this contract. This contract will be administered by Facilities Management.

FY15 Job Order Contracting Services	Project Budget
Insulation Repair and Replacement	\$200,000.00

Following the May Board of Governors' Executive Committee meeting, a notice of award was issued to Gold Mechanical for renewal of the Job Order Contracting Services for Insulation Repair and Replacement for FY15. This contract is to accomplish repair and replacement projects that involve thermal insulation on plumbing and 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 FY15. This is the second renewal of two available renewals for this contract. This contract will be administered by Facilities Management.

**FY15 Job Order Contracting Services
Plumbing Repair and Replacement**

**Project Budget
\$200,000.00**

Following the May Board of Governors' Executive Committee meeting, a notice of award was issued to Connelly Plumbing Company for renewal of the Job Order Contracting Services for Plumbing Repair and Replacement for FY15. This contract is to accomplish repair and replacement projects that involve plumbing systems, with the maximum expenditure per project not to exceed \$95,000.00. The cumulative total of this contract may not exceed \$200,000.00 during FY15. This is the second renewal of two available renewals for this contract. This contract will be administered by Facilities Management.

**FY15 Job Order Contracting Services
Mechanical Repair and Replacement**

**Project Budget
\$300,000.00**

A notice of award was issued to WMC, Inc. for renewal of the Job Order Contracting Services for Mechanical Repair and Replacement for FY15. 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 during FY15. This is the first renewal of two available renewals for this contract. This contract will be administered by Facilities Management.

May 16, 2014

**Survey
Sunvilla Tower**

A contract was signed with Anderson Engineering for services in conjunction with the site survey required for the renovation of Sunvilla Tower. The fixed fee for the consultant's work is \$3,950.00. This project is being funded by the Structural Study of Sunvilla Tower budget.

May 21, 2014

**Renovations to
Pummill Hall**

**Project Budget
\$6,900,000.00**

Bids were received on May 8, 2014 for the renovation of all four floors of Pummill Hall. Following the May Board of Governors' Executive Committee meeting, a notice to proceed was issued to DeWitt & Associates, Inc. in the amount of \$5,202,500.00. This project is being funded by the Pummill Hall Renovation budget.

May 22, 2014

**Renovations to
Pummill Hall**

Additional services were approved with Dake Wells Architecture for services in conjunction with the renovation of Pummill Hall. As the project design progressed it became obvious that additional modifications to the plumbing, mechanical, and electrical systems were required to accommodate the functions that the renovated building will house. These additional services provide design work for upgraded plumbing, mechanical, and electrical capacity for the building. The additional services amount is \$20,000.00. The new contract amount is \$514,000.00. This project is being funded by the Pummill Hall Renovation budget.

**Concept Design for On-Grade Locker Rooms
Greenwood Laboratory School**

A contract was signed with Butler Rosenbury & Partners, Inc. for services in conjunction with a concept design for the construction of locker rooms at Greenwood Laboratory School. The fixed fee for the consultant's work is \$4,000.00. This project is being funded by the Greenwood Lab Locker Room Renovation budget.

**Inside Plant Wiring Contract for Networking and Telecommunications
Springfield, Mountain Grove, and West Plains Campuses** **Project Budget
\$150,000.00**

A change order was signed with TSI Technology Solutions, LLC. This is the first change order on this project. This change order revises the contract to include additional unit prices that shall be used for pricing work under this annual contract. The cumulative total of all individual projects awarded under this contract may not exceed \$150,000.00 during the initial term of this contract or during any one-year contract renewal period. Work performed under this contract will be paid for by the department requesting the work. Computer Services – Networking and Telecommunications is responsible for the administration of this contract.

May 27, 2014

**Preventative Parking Lot Maintenance
West Plains Campus** **Project Budget
\$50,000.00**

Bids were received for cleaning and filing cracks and sealing and striping in various parking lots on the West Plains campus. A notice to proceed was issued to Ball Paving, Inc. in the amount of \$42,830.00.

The bid received on this project is as follows:

Contractor	Base Bid	Alt. 3	Alt. 5	Alt. 6	Total
Ball Paving, Inc.	\$39,400.00	\$500.00	\$1,650.00	\$1,280.00	\$42,830.00

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	42,830.00
Project Administration	1,170.00
Construction Contingency	6,000.00
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 West Plains Parking Expenses budget.

May 29, 2014

**Exterior Envelope Improvements for the West Grandstand
Robert W. Plaster Sports Complex**

A contract was signed with Palmerton & Parrish, Inc. for services in conjunction with the materials testing and special inspections required for the exterior envelope improvements for the West Grandstand at Robert W. Plaster Sports Complex. The hourly not-to-exceed fee for the consultant's work is \$6,430.00. This project is being funded by the PSC Exterior Envelope Improvements budget.

III.D.2.

RECOMMENDED ACTION - Approval of Activity Report for the month of June 2014.

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 2014, 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 2014

This report documents activities managed by Planning, Design & Construction for the month of June 2014. The projects listed here may be for a budget level that does not require formal action by the Board of Governors. Any and all project bids, notices to proceed, approved change orders, and activity on consultant contracts are listed on this monthly activity report.

June 2, 2014

**FY15 Job Order Contracting Services
All Campuses**

**Project Budget
\$300,000.00**

A notice of award was issued to Kenmar Construction, Inc. for renewal of the Job Order Contracting Services on the Missouri State University campuses located in Douglas, Greene, Howell, Jasper, Laclede, Newton, Polk, Taney, Webster, and Wright counties. This contract is for construction work that is minor in nature, with the maximum expenditure per project not to exceed \$50,000.00. The cumulative total of this contract may not exceed \$300,000.00 during FY15. This is the first renewal of four available renewals for this contract.

June 4, 2014

**Central Chilled Water System Connection
Meyer Library**

**Project Budget
\$215,000.00**

A change order was signed with Mechanical Services, Inc. for a deduct in the amount of (\$1,000.00). This is the third change order on this project. This change order includes the assessment of one day of liquidated damages due to the contractor not meeting the contract completion date. The contract amount will be decreased to \$170,048.97. This project is being funded by the Chilled Water Meyer Library budget.

June 5, 2014

**Name Engraving
Juanita K. Hammons Hall for the Performing Arts**

**Project Budget
\$2,500.00**

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$1,341.35. This project was issued under the FY14 Job Order Contracting Services agreement. Work under this project includes inscribing one name on the wall of honor at Juanita K. Hammons Hall for the Performing Arts to match the existing names.

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	1,341.35
Project Administration	250.00
Construction Contingency	908.65
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$2,500.00

This project is being funded by the Juanita K Hammons Hall Operations budget.

June 6, 2014

**Renovation of
Sunvilla Tower**

Authorization to proceed with services beyond basic services was provided to Lawrence Group for work in conjunction with the renovation of Sunvilla Tower and construction of a FEMA storm shelter. The added work includes structural analysis of the existing parking garage to determine the feasibility of using it as a tornado shelter. The cost of the added services is \$19,000.00. This cost was identified as a unit price in the original contract and is within the maximum fee approved by the Board of Governors at their Executive Committee meeting on March 19, 2014. The new amount for the authorized services is \$1,031,000.00. This project is being funded by the Structural Study of Sunvilla Tower budget.

June 9, 2014

**5th Floor Abatement
Jim D. Morris Center**

**Project Budget
\$22,000.00**

Bids were received for removal of asbestos containing floor tile and mastic from the fifth floor of the Jim D. Morris Center. A notice to proceed was issued to Midwest Service Group in the amount of \$18,010.00.

The bids received on this project are as follows:

Contractor	Base Bid
Midwest Service Group	\$18,010.00
Sunbelt Environmental	\$22,050.00
Schemel-Tarrillion, Inc.	\$22,445.00
Gerken Environmental	\$24,900.00

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	18,010.00
Project Administration	1,000.00
Construction Contingency	2,990.00
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$22,000.00

This project is being funded by the Jim D. Morris Center Renovation budget.

**FY14 Preventative Maintenance
Parking Lots**

**Project Budget
\$180,000.00**

A change order was signed with Ball Paving, Inc. in the amount of \$3,000.00. This is the first change order on this project. Work added under this change order includes additional patching in Lot 51. The contract amount will be increased to \$101,870.00. This project is being funded by the Public Safety – Parking Lots budget.

**Preventative Parking Lot Maintenance
West Plains Campus**

**Project Budget
\$50,000.00**

A change order was signed with Ball Paving, Inc. in the amount of \$1,250.00. This is the first change order on this project. Work added under this change order includes striping and sealing the basketball court. The contract amount will be increased to \$44,080.00. This project is being funded by the West Plains Parking Expenses budget.

June 11, 2014

**Signage Installation, Building 1 and 5
Brick City**

**Project Budget
\$20,000.00**

A change order was signed with Kenmar Construction, Inc. in the amount of \$1,178.49. This is the second change order on this project. Work added under this change order includes six additional signs. The contract amount will be increased to \$18,815.92 and two hundred sixty-one calendar days will be added to the contract completion date to accommodate University required approvals and shipping delays. This project is being funded by the Brick City Relocation budget.

June 12, 2014

**5th Floor Abatement
Jim D. Morris Center**

**Project Budget
\$21,000.00**

A change order was signed with Midwest Service Group for extension of the contract completion date by six calendar days. This is the first change order on this project. This change order revises the completion date due to scheduling conflicts caused by the University. The contract amount will remain unchanged at \$18,010.00. This project is being funded by the Jim D. Morris Center Renovation budget.

**2014 On-Call Asbestos Abatement
Remove Asbestos, Rooms 209 and 213, Cheek Hall**

**Project Budget
\$40,000.00**

A work order was issued to Gerken Environmental Enterprises, Inc. in the amount of \$5,771.65 for asbestos tile and mastic removal in Rooms 209 and 213 at Cheek Hall. This is the seventh work order issued under the On-Call Asbestos Abatement contract. Following issuance of this work order, the balance available for use on this contract for the current fiscal year (2014) stands at \$6,037.47. This work was paid for from the Computer Science – Operating budget.

June 16, 2014

**2014 Residence Life Refurbishing
Springfield Campus**

Additional services were approved with Butler, Rosenbury & Partners for services in conjunction with the renovation of Kentwood Hall. The University requested additional design work related to providing cable television and data rough-in for various areas in the building. The additional services amount is \$1,500.00. The new contract amount is \$168,360.00. This project is being funded by the Residence Life Refurbishing budget.

June 17, 2014

**Renovation of Third Floor – Phase I
Robert W. Plaster Student Union**

**Project Budget
\$686,000.00**

A change order was signed with Bailey Company, LLC in the amount of \$24,986.00. This is the first change order on this project. Work added under this change order includes additional painting, modifications to the projectors in the meeting rooms, additional signage, modifications to the fire sprinkler system, and modifications to the countertops. The contract amount will be increased to \$364,565.00. This project is being funded by the Plaster Student Union Third Floor Refresh Phase I budget.

**Electrical Vault Repair for the Utility Tunnel
Springfield Campus**

A contract was signed with Terracon Consultants, Inc. for services in conjunction with the materials testing required to repair the electrical vault for the utility tunnel. The fixed fee for the consultant's work is \$1,768.00. This project is being funded by the Repair Tunnel Vault Lid Sicheluff budget.

**Exterior Envelope Improvements for the West Grandstand
Robert W. Plaster Sports Complex**

**Project Budget
\$1,712,300.00**

A change order was signed with DeWitt & Associates, Inc. in the amount of \$177,066.00. This is the first change order on this project. Work added under this change order includes providing a new waterproofing membrane system to the elevated portion of the bleachers, providing a contrasting stripe on the leading edge of the concrete stairs, and painting the barrier wall separating the field and west end bleachers. The contract amount will be increased to \$1,463,666.00 and twenty-eight calendar days will be added to the contract completion date for these specific items only. This project is being funded by the Plaster Sports Complex Exterior Envelope Improvements budget.

June 18, 2014

**New Construction
Student Admissions and Success (Welcome) Center**

**Project Budget
\$6,075,000.00**

Bids were received on May 1, 2014 for the construction of a Student Admissions and Success (Welcome) Center at the corner of National Avenue and Bear Boulevard. Following the June Board of Governors' Executive Committee meeting, a notice to proceed was issued to Wright Construction, Inc. in the amount of \$4,820,000.00. This project is being funded by the University Welcome Center budget.

June 23, 2014

**Restroom Renovation
Juanita K. Hammons Hall for the Performing Arts**

**Project Budget
\$70,000.00**

Bids were received for renovation of the restrooms at Juanita K. Hammons Hall for the Performing Arts. A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$51,990.00.

The bids received on this project are as follows:

Contractor	Base Bid	Alt. 1	Alt. 3	Alt. 4	Total
Kenmar Construction, Inc.	\$32,866.00	\$4,949.00	\$11,475.00	\$2,700.00	\$51,990.00
Mechanical Services, Inc.	\$42,790.00	\$2,239.00	\$11,777.00	\$2,555.00	\$59,361.00
Bales Construction Co.	\$55,395.00	\$4,945.00	\$11,327.00	\$2,415.00	\$74,082.00

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	51,990.00
Project Administration	5,500.00
Construction Contingency	10,000.00
Furniture, Fixtures, and Equipment	2,510.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$70,000.00

This project is being funded by the Juanita K. Hammons Hall for the Performing Arts Renovation budget.

June 24, 2014

**Exterior Repairs to the Mechanical Penthouses
Meyer Library**

A contract was signed with Structural Engineering Associates, Inc. for services in conjunction with exterior repairs to the mechanical penthouses at Meyer Library. The fixed fee for the consultant's work is \$13,750.00. This project is being funded by the Meyer Library Penthouse budget.

June 27, 2014

**Ceiling Access Holes
Sunvilla Tower**

**Project Budget
\$4,500.00**

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$4,221.86. This project was issued under the FY14 Job Order Contracting Services agreement. Work under this project includes cutting access holes in ceilings at designated locations to allow the verification of existing conditions. Information obtained during these inspections will help facilitate the design for the renovation of Sunvilla Tower.

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	4,221.86
Project Administration	78.14
Construction Contingency	200.00
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
Total Project Budget	\$4,500.00

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

Relocate Sprinkler Heads	Project Budget
Robert W. Plaster Student Union	\$4,000.00

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$2,957.92. This project was issued under the FY14 Job Order Contracting Services agreement. Work under this project includes relocating existing sprinkler heads in Rooms 140 and 141 at Plaster Student Union in order to accommodate renovation of the space by the Campus Construction Team.

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	2,957.92
Project Administration	92.08
Construction Contingency	950.00
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 Division of Diversity and Inclusion – Operating budget.

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>
Jessica Bennett	Assistant Professor Library 12-month appointment	\$41,000 annually	07/07/14
Kimberly Wagner	Assistant Professor Physician Assistant Studies 12-month appointment	\$75,000 annually	07/01/14
Sapna Chakraborty	Assistant Professor Sports Medicine & Athletic Training 12-month appointment	\$88,000 annually	08/01/14
Adrienne Boulton-Funke	Assistant Professor Art & Design	\$50,000 annually	08/11/14
Megan Boyle	Assistant Professor Counseling, Leadership & Special Education	\$52,500 annually	08/11/14
Heather Lewis	Instructor Greenwood Lab School	\$35,800 annually	08/11/14
Florence Uruakpa	Assistant Professor Biomedical Sciences	\$58,500 annually	08/11/14

UNRANKED FACULTY APPOINTMENTS (Term):

<u>Name</u>	<u>Position-Department</u>	<u>Salary</u>	<u>Effective</u>
Samantha Warner	Instructor Agriculture 12-month appointment	\$45,000 annually	07/23/14 06/30/15

Academic Personnel Board Actions, cont'd.

Page 2

Helena De La Hoz De La Hoz	Visiting Instructor Chemistry	\$33,000 annually	08/11/14 05/15/15
Ivy Fitzgerald	Instructor Biomedical Sciences	\$40,000 annually	08/11/14 05/15/15
Nicole Hendrickson	Instructor Biomedical Sciences	\$40,000 annually	08/11/14 05/15/15
Melanie Kleeschulte	Visiting Instructor Modern & Classical Languages	\$36,000 annually	08/11/14 05/15/15
Daniela Novotny	Instructor Biomedical Sciences	\$40,000 annually	08/11/14 05/15/15
Debra Price	Visiting Instructor Fashion & Interior Design	\$39,780 annually	08/11/14 05/15/15
Christina Ryder	Instructor Sociology & Anthropology	\$30,000 annually	08/11/14 05/15/15
Lucretia Smith	Clinical Instructor Nursing	\$58,140 annually	08/11/14 05/15/15
Dwight Worker	Clinical Instructor Accountancy	\$80,000 annually	08/11/14 05/15/15

(See Addendum A for Per Course Faculty Appointments)

(See Addendum B for Summer Appointments)

(See Addendum C for Supplemental Payments)

(See Addendum D for Graduate Assistant Appointments)

RESIGNATIONS:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Mary Koogler	Visiting Assistant Professor	05/16/14

Jessica Sewald	Hospitality & Restaurant Administration Instructor Biology	05/16/14
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Carol Langer	Director School of Social Work Professor School of Social Work	06/30/14
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RETIREMENTS:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Rita Hawkins	Assistant Professor Technology & Construction Management	05/16/14

NON REAPPOINTMENT:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Brent Kinghorn	Assistant Professor Management	05/16/14
Jennifer Stoops	Instructor Modern & Classical Languages	05/16/14

LEAVE WITH PAY:

<u>Name</u>	<u>Position-Department</u>	<u>Action</u>	<u>Effective</u>
Melissa Dallas	Professor	Administrative	08/11/14
	Hospitality & Restaurant Administration	Leave	12/12/14

CHANGE OF STATUS:

<u>Name</u>	<u>Position-Department</u>	<u>Action</u>	<u>Effective</u>
Daniel Beckman	Associate Dean College of Natural & Applied Sciences Professor Biology \$75,665 annually (\$2,000 monthly supplemental)	Continuation of Appointment	06/01/14 05/30/16

Academic Personnel Board Actions, cont'd.

Page 4

Richard Callahan	<p>From: Professor Technology & Construction Management \$94,268 annually</p> <p>To: Department Head Technology & Construction Management Professor Technology & Construction Management \$132,001 annually</p>	<p>Change of Status & Salary Adjustment</p>	07/01/14
Paul Blisard	<p>From: Associate Professor Counseling, Leadership & Special Education</p> <p>To: Faculty Emeritus Counseling, Leadership & Special Education</p>	<p>Change of Status</p>	08/01/14
John Chuchiak	<p>Director Honor's College Professor History \$70,227 annually (\$1,000 monthly supplemental)</p>	<p>Continuation of Appointment</p>	08/01/14 05/31/15
Timothy Daugherty	<p>From: Department Head Psychology Professor Psychology \$109,242 annually</p> <p>To: Professor Psychology \$90,721 annually</p>	<p>Change of Status & Salary Adjustment</p>	08/01/14
Rita Hawkins	<p>From: Assistant Professor Technology & Construction Management</p> <p>To: Faculty Emeritus Technology & Construction Management</p>	<p>Change of Status</p>	08/01/14

Lyon H. Hough	Assistant Professor Biomedical Sciences From: \$52,000 annually To: \$54,000 annually	Salary Adjustment	08/11/14
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REAPPOINTMENTS:

Non-tenured, unranked faculty, effective August 11, 2014 through May 15, 2015, unless otherwise noted.

COLLEGE OF BUSINESS

School of Accountancy

Samuel Bass	Instructor
Michael Hammond	Senior Instructor

COLLEGE OF HEALTH & HUMAN SERVICES

Department of Sports Medicine & Athletic Training

Tara Boehne	Clinical Assistant Professor (07/01/14 – 06/30/15)
Traci Garrison	Clinical Instructor

COLLEGE OF HUMANITIES & PUBLIC AFFAIRS

Department of Criminology and Criminal Justice

Diane Leamy	Senior Instructor
Michael Ramon	Instructor
Caryn Saxon	Instructor
Ivy Yarckow-Brown	Senior Instructor

Department of History

Edward Gutting	Instructor
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COLLEGE OF NATURAL & APPLIED SCIENCE

Department of Biology

Myra Hughes

Instructor

Department of Computer Science

Harry Shea

Instructor

Michael Scroggins

Senior Instructor

Jordan Valley Innovation Center

Arthur Steven Younger

Research Professor

(07/01/14 – 06/30/15)

DARR SCHOOL OF AGRICULTURE

Christine Sudbrock

Instructor

(07/01/14 – 06/30/15)

Susan Webb

Senior Instructor

(07/01/14 – 06/30/15)

Vote: _____ Yea
 _____ Nay

COMMENTS:

Jessica Bennett, Assistant Professor, Library

M.A. University of Missouri, 2013

B.A. Missouri State University, 2009

Experience: 2013 – present, Reference Assistant, Ozarks Technical Community College Library; 2013, Practicum Student in Reference and Library Instruction, Meyer Library, Missouri State University; 2010, Part-time Temporary Staff in Archives and Special Collections, Meyer Library, Missouri State University; 2010, Volunteer in Archives and Special Collections, Meyer Library, Missouri State University; 2009, Practicum Student in Archives and Special Collections, Meyer Library, Missouri State University; 2009, Student Worker in Archives and Special Collections, Meyer Library, Missouri State University.

Kimberly Wagner, Assistant Professor, Physician Assistant Studies

M.S. Missouri State University, 2003

B.S. Missouri State University, 1999

Experience: 2013-2014, Certified Physician Assistant/Instructor, Missouri State University; 2011-2012, Certified Physician Assistant/Lecturer, Amgen, Los Angeles, California; 2010-2013, Certified Physician Assistant, Midwest Regional Allergy, Arthritis, and Osteoporosis Center; 2009-2010, Certified Physician Assistant, Manzer Family Medicine, Carthage, Missouri; 2009, Certified Physician Assistant, Orthopaedic Specialists of the Four States, Joplin, Missouri; 2007-2008, Certified Physician Assistant, Access Family Care, Joplin, Missouri; 2004-2007, Certified Physician Assistant, Pediatric Associates of Southwest Missouri, Joplin, Missouri.

Adrienne Boulton-Funke, Assistant Professor, Art & Design

Ph.D. University of British Columbia, 2010

M.A. University of British Columbia, 2009

B.Ed. University of Saskatchewan, 1994

Experience: 2008-2013, Graduate Teaching Assistant, University of British Columbia; 2008-2013, Graduate Research Assistant, University of British Columbia; 1997-2004, Secondary Visual Art and Social Studies Teacher, Vancouver Jewish High School; 1995-1996, Secondary visual Art Teacher, Rosetown Central High School, Rosetown, Saskatchewan; 1994-1996, Educational Assistant/Docent/Instructor, Mendel Art Gallery and Conservatory, Saskatchewan.

Megan Boyle, Assistant Professor, Counseling, Leadership & Special Education

Ph.D. Utah State University, 2014

M.S. Florida Institute of Technology, 2010

B.S. Western Michigan University, 2007

Experience: 2013 – present, Behavior Specialist, Solace Residential, Logan, Utah; 2012 – present, Behavior Specialist, Utah Behavior Services, Inc., Salt Lake City, Utah; 2010 – present, Behavior Specialist, Utah State University, Severe Behavior Clinic, Logan, Utah; 2012, Instructor, Utah State University; 2011, Teaching Assistant, Utah State University; 2011, Preschool Instructor, Autism Support Services, Utah State University, Logan, Utah; 2009, Behavior Specialist, Scott Center for Autism Treatment, Melbourne, Florida; 2006-2007, Teaching Assistant, Western Michigan University.

Sapna Chakraborty, Assistant Professor, Sports Medicine & Athletic Training

D.O.T. Creighton University, 2010

B.O.T. School of Occupational Therapy, New Delhi, India, 1990

Experience: 1999 – present, Occupational Therapist, Cox Health Systems, Springfield, Missouri; 2008-2012, Adjunct Faculty, Ozarks Technical Community College, Springfield, Missouri; 2008-2011, Occupational Therapist, Rivendale Learning Center, Springfield, Missouri; 2006-2008, Occupational Therapist, Greene Valley State School, Springfield, Missouri; 1995-1999, Occupational Therapist and Manager, Novacare, Lebanon, Missouri; 1995, Travelling Occupational Therapist, EBS Healthstaff, Media, Pennsylvania; 1994, Occupational Therapist, Sunshine Rehabilitation, Detroit, Michigan; 1993-1995, Occupational Therapist, CMS Therapies, Boone, North Carolina; 1992-1993, Occupational Therapist/Faculty, Institute for Physically Handicapped, School of Occupational Therapy, New Delhi, India; 1990-1991 and 1992, Occupational Therapist, Spastic Society of Northern India, New Delhi, India.

Heather Lewis, Instructor, Greenwood Lab School

M.Ed. Drury University, 2013

B.S.Ed. Missouri State University, 2010

Experience: 2013 – present, Fourth Grade Teacher, Fair Grove R-X School District, Fair Grove, Missouri; 2010-2013, Second Grade Teacher, Fair Grove R-X School District, Fair Grove, Missouri.

Florence Uruakpa, Assistant Professor, Biomedical Sciences

Ph.D. University of Winnipeg, Canada, 2004

M.S. Federal University of Technology, Nigeria, 1992

B.S. University of North Dakota, 2011

B.S. Federal University of Technology, Nigeria, 1989

Experience: 2011 – present, Assistant Professor, Indiana State University, Terre Haute, Indiana; 2011, Teaching Assistant, University of North Dakota, Grand Forks, North Dakota; 2007-2008, Assistant Professor, North Carolina A&T State University, Greensboro, North Carolina; 2005-2006, Assistant Professor, Tarleton State University, Stephenville, Texas; 2003-2004, Teaching Assistant, University of Manitoba, Winnipeg, Canada; 1999, Teaching Assistant, University of Manitoba, Winnipeg, Canada; 1992-1994, Assistant Lecturer, Federal University of Technology, Owerri, Nigeria; 1990-1992, Teaching Assistant, Federal University of Technology, Owerri, Nigeria.

ADDENDUM A

The following have been appointed as Per Course Faculty for the spring semester January 13, 2014 through May 16, 2014.

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Bodenstein, Amanda	COE-Educational Field Experiences	\$ 240.00
Davis, Kara	Counseling Leadership & Special Ed	\$ 115.00
Gibson, Melissa	Childhood Education & Family Studies	\$ 935.00

The following have been appointed as Per Course Faculty for the fall semester August 18, 2014 through December 12, 2014.

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Adams, Carly	Marketing	\$6,000.00
Ampleman, James	Management	\$3,000.00
Anderson, Marty	Criminology & Criminal Justice	\$3,000.00
Appelquist, John	Criminology & Criminal Justice	\$6,000.00
Austin, Rebekah	Mathematics	\$4,500.00
Barnes, Kenneth	Computer Information Systems	\$3,000.00
Berman, Ilan	Defense & Strategic Studies	\$6,800.00
Bodenstein, Amanda	History	\$2,448.00
Bowden, Dennis	Defense & Strategic Studies	\$6,800.00
Bradley, Karla	Biomedical Sciences	\$3,000.00
Brown, Ashley	Agriculture	\$ 700.00
Brown, Gina	Childhood Education & Family Studies	\$2,445.00
Brunner, Judy	Reading, Foundations & Tech	\$4,890.00
Bryant, Emery	Kinesiology	\$3,724.00
Buergler, Malanie	Psychology	\$2,445.00
Bullard, Steve	Accountancy	\$5,000.00
Bunton, Molly	First Year Programs	\$4,800.00
Cagle, Michael	Mathematics	\$2,400.00
Carver, Jeanie	Criminology & Criminal Justice	\$3,000.00
Collins, Miles	Mathematics	\$4,500.00
Cover, Joseph	English	\$5,100.00
Davis-Sneed, Dollie	Childhood Education & Family Studies	\$3,260.00
DeBiaso, Peppino	Defense & Strategic Studies	\$6,800.00
DeWitt, Thomas	Agriculture	\$3,200.00
Downie, Richard	Defense & Strategic Studies	\$6,400.00
Elliott, Travis	Agriculture	\$3,300.00
Farmer, Laura	Social Work	\$2,445.00

Academic Personnel Board Actions, cont'd.

Page 11

Finley, Dean	First Year Programs	\$2,400.00
Finley, Phillip	Psychology	\$5,490.00
French, Gregory	History	\$2,448.00
Gibler, Elizabeth	Kinesiology	\$1,064.00
Goodale, Deborah	Finance & General Business	\$3,000.00
	Marketing	\$3,000.00
Greer, Kathryn	Biomedical Sciences	\$7,200.00
Guilliams, Marcia	Computer Information Systems	\$4,000.00
Hawkins, Viktoriya	Fashion & Interior Design	\$11,000.00
Hernando, Matthew	History	\$2,754.00
Hines, James	Accountancy	\$3,000.00
Inman, Kris	First Year Programs	\$2,400.00
Johnston, Glenda	Reading, Foundations & Tech	\$2,445.00
Kartchner, Kerry	Defense & Strategic Studies	\$6,800.00
Kaula, Radhika	Finance & General Business	\$6,000.00
Kepley, Michael	Computer Information Systems	\$5,000.00
Koch, Susan	Defense & Strategic Studies	\$3,200.00
Limcher, Jenny	Management	\$3,000.00
Lineberry, Susan	Reading, Foundations & Tech	\$2,445.00
Liston, Jennie	Defense & Strategic Studies	\$6,250.00
Long, Debra	Kinesiology	\$3,529.00
Marcelo, Aimee	Computer Information Systems	\$3,000.00
Marler, William	Religious Studies	\$2,448.00
Mattson, Jo Ann	First Year Programs	\$2,400.00
Maxwell, Eric	Management	\$3,000.00
McClure, Scott	Management	\$3,300.00
McCracken, Ramey	English	\$2,448.00
McDonald, Scott	Finance & General Business	\$3,000.00
McDowell, Debra	Fashion & Interior Design	\$5,654.00
McElmurry, Robert	English	\$2,448.00
Mitchell, Shauna	Criminology & Criminal Justice	\$3,000.00
Murphy, Jennifer	Management	\$6,000.00
Nelson, Kerry	Criminology & Criminal Justice	\$3,000.00
Nichols, Carl	Mathematics	\$3,000.00
Owenby, Drucilla	Computer Information Systems	\$6,000.00
Padgett, Lori	Agriculture	\$3,200.00
	First Year Programs	\$9,600.00
Pearce, Amy	Biomedical Sciences	\$3,360.00
Pettijohn, James B.	Finance & General Business	\$5,786.00
Pettus, Julie	Computer Information Systems	\$6,000.00
Phillips, Jana M.	Finance & General Business	\$6,600.00

Academic Personnel Board Actions, cont'd.

Page 12

Pratt, Francine	Multicultural Programs	\$2,500.00
Preston, James	Hospitality & Restaurant Admin	\$2,850.00
Rasmussen, Jamie	Criminology & Criminal Justice	\$6,000.00
Rathbun, Susa	Fashion & Interior Design	\$4,200.00
Ray, Nicole	Management	\$3,000.00
Raynor, James	Sports Medicine & Athletic Training	\$ 220.00
Rice, Phillip	History	\$2,754.00
Robbins, Lynn	Biology	\$18,109.00
Roberts, Joseph	Mathematics	\$4,500.00
Rushefsky, Mark	Political Science	\$5,793.00
Sachse, Angela	Fashion & Interior Design	\$3,000.00
Sawyer, Rebecca	Reading, Foundations & Tech	\$3,260.00
Scales, Kathleen	Reading, Foundations & Tech	\$1,630.00
Scheele, Robert	Computer Information Systems	\$5,000.00
Sill, Gerald M.	College of Business	\$4,500.00
Smith, Peter	Agriculture	\$3,600.00
Smither, Erin	History	\$4,896.00
Summers, A. Lawrence	Management	\$6,000.00
Svaranowic, George	Management	\$3,000.00
Taylor, Andrea	Philosophy	\$4,800.00
Thieman, Laura	Mathematics	\$2,100.00
Trachtenberg, David	Defense & Strategic Studies	\$10,200.00
Turner, Melissa	Management	\$3,000.00
Uder, Jenna	Reading, Foundations & Tech	\$2,445.00
Van Rhein, Stephanie	Mathematics	\$4,500.00
Wallenburg, Roger	Finance & General Business	\$6,000.00
Waters, Donna	Reading, Foundations & Tech	\$2,445.00
Wear, Sheila	Agriculture	\$1,600.00
White, Janice	Fashion & Interior Design	\$1,400.00

ADDENDUM B

The following have been appointed as Summer Faculty for the summer semester June 9, 2014 through August 1, 2014

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Adamson, Reesha M.	Counseling Leadership & Special Ed	\$7,875.00
Agnew, William	Counseling Leadership & Special Ed	\$16,216.00
Albers, Joshua	Art & Design	\$1,000.00
Allee, Marah	Theatre & Dance	\$2,000.00
Alsup-Egbers, Clydette	Agriculture	\$ 900.00
Ampleman, James	Management	\$2,310.00
Anderson, Wayne L.	Finance & General Business	\$ 532.00
Artman, Amy	Religious Studies	\$2,310.00
Baedke, Jesse	Biomedical Sciences	\$1,265.00
Baggett, Holly A.	History	\$1,624.00
Baker, Becky A.	Physics, Astronomy & Mat Science	\$4,275.00
Barnett, Helen	Sociology & Anthropology	\$1,980.00
Barnett, Joann	Childhood Education & Family Studies	\$1,630.00
Bauman, Isabelle	Communication	\$5,208.00
Beatty, Nick	Political Science	\$2,200.00
Beckham, Tracy	Biomedical Sciences	\$5,274.00
Beckman, Daniel	Study Away	\$3,183.00
Bennett, Susan	Theatre & Dance	\$3,878.00
Berquist, Charlene S.	Communication	\$12,074.00
Black, Alice	Geography, Geology & Planning	\$13,266.00
Blanton, Patti	Mathematics	\$2,724.00
Blisard, Paul	Counseling Leadership & Special Ed	\$9,558.00
Bodo, Bela	History	\$ 495.00
Borich, Lynn K.	Communication	\$5,736.00
Botsford, Diana	Media, Journalism & Film	\$ 825.00
Bourhis, John	Communication	\$7,042.00
Boyd, Carmen	Biomedical Sciences	\$10,349.00
	Study Away	\$1,667.00
Boyle, Michael	Philosophy	\$2,420.00
Brault, Donna	Childhood Education & Family Studies	\$ 880.00
Brazeal, LeAnn	Communication	\$7,950.00
Buchanan, Erin	Psychology	\$5,188.00
Burge, Sara	English	\$1,925.00
Burton, Michael	Agriculture	\$1,020.00
Byrd, Sandra	Accountancy	\$2,255.00

Academic Personnel Board Actions, cont'd.

Page 14

Camp, Deanne	Reading, Foundations & Tech	\$2,475.00
Capeci, Dominic	History	\$6,266.00
Carney, Russell	Psychology	\$2,473.00
Casey, Michael R.	Theatre & Dance	\$14,250.00
Cemore Brigden, Joanna	Childhood Education & Family Studies	\$12,788.00
Chang, Ching-Wen	Reading, Foundations & Tech	\$2,531.00
Chuckiak, John	Provost's Office	\$8,799.00
Claborn, David	Defense & Strategic Studies	\$ 440.00
Cockrum, Leslie	Communication Sciences & Disorders	\$2,445.00
Cohen Ioannides, Mara	English	\$ 605.00
Combs, Christine	Reading, Foundations & Tech	\$7,320.00
Cook, Heather	English	\$ 880.00
Cornelius-White, Jeffrey	Counseling Leadership & Special Ed	\$13,504.00
Cowan, Jerel L.	Kinesiology	\$2,400.00
Cox, Nora	Communication	\$2,784.00
Crafts, Daniel	Hospitality & Restaurant Admin	\$9,210.00
Cunningham, Denise	Childhood Education & Family Studies	\$16,522.00
Cypret, Kristen	Modern & Classical Languages	\$1,760.00
Dalton, Tracy	English	\$ 990.00
DePaepe, Paris	Counseling Leadership & Special Ed	\$5,607.00
DePriest, Christopher S.	Theatre & Dance	\$9,005.00
Dicke, Thomas	History	\$2,750.00
Dillon, Randy	Communication	\$11,189.00
Dong, Lifeng	Physics, Astronomy & Mat Science	\$13,361.00
Donoher, William	Management	\$1,265.00
Dowdy, David	Study Away	\$5,560.00
Dowdy, Marcia	Counseling Leadership & Special Ed	\$2,500.00
Dudash, Elizabeth	Communication	\$5,639.00
Durham, Paul	Center for Biomedical & Life Sciences	\$39,798.00
Dyer, Samuel	Communication	\$4,438.00
Ehlers, Abigale	Hospitality & Restaurant Admin	\$7,920.00
Ellickson, Mark	Political Science	\$6,325.00
Elliott, Travis	Agriculture	\$ 605.00
Fallone, Melissa	Psychology	\$1,006.00
Fanetti, Matthew	Psychology	\$5,229.00
Federman, Elizabeth B.	Master of Public Health	\$4,500.00
Finch, Kim	Counseling Leadership & Special Ed	\$10,928.00
Fischer, Donald L.	Psychology	\$10,234.00
Follensbee, Billie	Art & Design	\$1,722.00
Foster, Lyle	Sociology & Anthropology	\$2,035.00
Foster, Michael	Theatre & Dance	\$6,500.00

Academic Personnel Board Actions, cont'd.

Page 15

Frederick, Dana	Management	\$2,145.00
Galloway, Terrel A.	Economics	\$6,841.00
Garland, Brett	Criminology & Criminal Justice	\$25,466.00
Garrad, Richard	Biomedical Sciences	\$7,375.00
Garrison-Kane, Linda	Counseling Leadership & Special Ed	\$2,801.00
Ghosh, Kartik	Physics, Astronomy & Mat Science	\$8,271.00
Gibson, Hugh	Kinesiology	\$8,382.00
Gilbreth, Stephen	Counseling Leadership & Special Ed	\$2,745.00
Goddard, Stacy	Kinesiology	\$2,590.00
Goeringer, Michael	Counseling Leadership & Special Ed	\$3,060.00
Goodwin, David	Reading, Foundations & Tech	\$1,925.00
Grand, Melanie	Hospitality & Restaurant Admin	\$6,120.00
Greer, Olen	Accountancy	\$1,320.00
Groves, Fred	Reading, Foundations & Tech	\$1,999.00
Haggard, Kelly	Finance & General Business	\$1,650.00
Hail, Cynthia K.	Childhood Ed & Family Studies	\$9,225.00
Hail, Cynthia K.	Childhood Education & Family Studies	\$1,155.00
Hallgren, Deanna	Childhood Education & Family Studies	\$3,435.00
Harmon, Christopher C.	Defense & Strategic Studies	\$6,400.00
Harris, Michael	Communication	\$ 990.00
Harris, Spencer	Communication	\$3,375.00
Hass, Aida	Criminology & Criminal Justice	\$3,979.00
Hatch, Jerry	Art & Design	\$4,341.00
Hausback, Jason	Theatre & Dance	\$ 840.00
Hawkins, Susan	Counseling Leadership & Special Ed	\$2,445.00
Hellman, Daniel	Music	\$2,795.00
Hermans, Charles	Marketing	\$2,365.00
Herr, Christopher	Theatre & Dance	\$ 880.00
Herr, Melissa	English	\$ 275.00
Herring, Sean	English	\$ 990.00
Hilton, Michael	Chemistry	\$2,400.00
Hobbs, Lora	Religious Studies	\$2,695.00
Holland, Amy	Theatre & Dance	\$2,200.00
Homburg, Andrew	Study Away	\$3,374.00
Hooker, Tristan	English	\$ 990.00
Howard, Amber	Reading, Foundations & Tech	\$3,260.00
Hubbard, Kevin	Technology & Construction Management	\$2,000.00
Hughes, Joseph	Modern & Classical Languages	\$12,801.00
Hulett, Michelle	College of Business	\$6,612.00
Hulgus, Joseph	Counseling Leadership & Special Ed	\$12,904.00
Hurst, Beth A.	Reading, Foundations & Tech	\$17,273.00

Academic Personnel Board Actions, cont'd.

Page 16

Hutter, James	Agriculture	\$1,500.00
Hwang, Chin-feng	Agriculture	\$11,678.00
Illum, Steve F.	Kinesiology	\$5,763.00
Iman, Gary L.	Communication	\$7,555.00
Ituarte, Julie	Counseling Leadership & Special Ed	\$2,445.00
Jacobson, Carol	English	\$1,100.00
Jenkins, Julie Ann	Greenwood Lab School	\$2,500.00
Jennings, Bryan	Art & Design	\$3,980.00
Jennings, Mary	Social Work	\$10,677.00
Johnson, David	Political Science	\$ 715.00
Johnson, Stephen	Counseling Leadership & Special Ed	\$2,445.00
Jolley, Andrea	Modern & Classical Languages	\$4,896.00
Jones, Jennifer	English	\$1,980.00
Joswick, David	Technology & Construction Management	\$3,500.00
Kaf, Wafaa	Communication Sciences & Disorders	\$ 605.00
Kane, Thomas	Psychology	\$5,482.00
Karuppan, Corinne M.	Management	\$5,985.00
Kaufman, Daniel	Philosophy	\$5,245.00
Kear, Dennis	Reading, Foundations & Tech	\$1,815.00
Keller, Anthony	Accountancy	\$1,430.00
Keller, Carl	Accountancy	\$1,760.00
Keltner, Michael W.	Kinesiology	\$2,461.00
Kenneally, Maria S.	Nursing	\$ 742.00
Kenny, Erin	Sociology & Anthropology	\$ 605.00
Kirkland-Ives, Mitzi	Study Away	\$2,728.00
Kitchin, Jonathan	English	\$1,045.00
Knox, Timothy	English	\$1,100.00
Kopp, Kevin	Counseling Leadership & Special Ed	\$2,745.00
Kostic, Bogdan	Psychology	\$ 997.00
Krumme, Gregg	Biomedical Sciences	\$2,622.00
Kwon, Sockju	Biomedical Sciences	\$4,352.00
Kyle, Jerri L.	Communication	\$10,860.00
Lape, Natalie	Theatre & Dance	\$2,500.00
Larson, Deborah	Media, Journalism & Film	\$3,952.00
Leamy, Diane	Criminology & Criminal Justice	\$2,567.00
Leasure, Stanley	Finance & General Business	\$2,090.00
Leggitt, Stephen	Media, Journalism & Film	\$3,469.00
Leibert, Don M.	Management	\$4,500.00
Long, Beverly	Social Work	\$4,890.00
Lowe, Roberta	Art & Design	\$3,162.00
Lutz, David	Psychology	\$6,253.00

Academic Personnel Board Actions, cont'd.

Page 17

Mantie-Kozlowski, Alana	Communication Sciences & Disorders	\$6,708.00
Marshall, Pamela	Counseling Leadership & Special Ed	\$2,445.00
Masterson Julie	Communication Sciences & Disorders	\$2,585.00
Masterson, Gerald	Graduate College	\$5,000.00
	Kinesiology	\$17,831.00
Mays, Larry	Kinesiology	\$2,434.00
McCarthy, Belinda	Counseling Leadership & Special Ed	\$13,638.00
McCarthy, Bernard	Criminology & Criminal Justice	\$1,980.00
McElmurry, Robert	English	\$2,448.00
McLean, Annice	Reading, Foundations & Tech	\$ 605.00
McMurtrey, Shannon	Computer Information Systems	\$4,500.00
McRae, Jennifer	Sports Medicine & Athletic Training	\$2,295.00
Merrigan, Michael W.	Management	\$4,500.00
Meyer, James A.	Childhood Ed & Family Studies	\$9,905.00
Michalczyk, Maria	Art & Design	\$4,693.95
Miller, Arden	Psychology	\$ 605.00
Miller, F. Thornton	History	\$2,310.00
Miller, Myra	Management	\$1,815.00
Mitchell, D. Wayne	Psychology	\$4,735.00
Mitchell, David M.	Economics	\$6,143.00
	Study Away	\$2,728.00
Monzyk, Natalie	English	\$ 880.00
Morris, Eric	Communication	\$12,559.00
Morris, Taleyna	Communication	\$3,560.00
Moser, Linda	English	\$1,100.00
Muchnick, Amy	Study Away	\$4,597.00
Nelsen, Janice	Kinesiology	\$8,562.00
Nelson, Eric	History	\$6,380.00
Norander, Stephanie	Communication	\$5,150.00
Novik, Melinda	Kinesiology	\$8,250.00
Oatman, David	Kinesiology	\$5,331.00
O'Dell, Allison	School of Social Work	\$2,445.00
Oden, Debra	Accountancy	\$1,595.00
Ollar, Margaret	Reading, Foundations & Tech	\$4,075.00
Ollington, David	Theatre & Dance	\$5,500.00
Olsen, Reed	Economics	\$ 935.00
Onyango, Benjamin	Agriculture	\$ 600.00
Oyeniya, Bukola	History	\$6,000.00
Palacios-Valladares, Indira	Political Science	\$6,000.00
Parsons, James	Music	\$3,020.00
Pearce, Amy	Biomedical Sciences	\$2,760.00

Academic Personnel Board Actions, cont'd.

Page 18

Pearman, Cathy	Reading, Foundations & Tech	\$1,705.00
Perkins, Amanda M.	Kinesiology	\$3,717.00
Perryman, Kristi	Counseling Leadership & Special Ed	\$9,918.00
Pervukhin, Eric	Art & Design	\$5,419.00
Peters, Grant	Theatre & Dance	\$ 420.00
Pham, Courtney	Study Away	\$1,556.00
Philpot, James	Finance & General Business	\$2,035.00
Piccolo, Diana	Childhood Education & Family Studies	\$4,362.00
	Mathematics	\$14,341.00
Plymate, Lynda	Mathematics	\$14,341.00
Poston, Tracey	Biomedical Sciences	\$2,800.00
Prescott, John S.	Music	\$5,612.00
Price, Debra	Fashion & Interior Design	\$2,500.00
Proctor, Lisa	Study Away	\$2,122.00
Prosono, Marvin	Sociology & Anthropology	\$2,035.00
Putman, Mark	Theatre & Dance	\$4,500.00
Qiao, Yuhua	Political Science	\$ 715.00
Qiu, Wenping	Agriculture	\$6,105.00
Qualls, Lisa	Music	\$3,218.00
Quinn, Nathaniel	Counseling Leadership & Special Ed	\$6,750.00
Rapp, Kelly	Psychology	\$1,540.00
Rector, Paula	Criminology & Criminal Justice	\$3,665.00
Remley, Melissa	Agriculture	\$7,020.00
Renth, Erik	English	\$ 605.00
Rice, Judith	History	\$2,310.00
Richmond, Scott	Kinesiology	\$10,400.00
Rideout, Jennifer	Sociology & Anthropology	\$1,485.00
Ridinger, Rhonda	Kinesiology	\$12,996.00
Rimal, Arbindra	Agriculture	\$15,032.00
Roam, Kimberly J.	Childhood Ed & Family Studies	\$5,748.00
Robbins, Linda	Counseling Leadership & Special Ed	\$4,922.00
Robbins, Lynn	Biology	\$ 660.00
Robinson, Melinda	Theatre & Dance	\$3,000.00
Rogers, Lori	English	\$ 935.00
Romano, David	Study Away	\$4,021.00
Rost, Ann	Psychology	\$2,944.00
Runke, Gayle	Kinesiology	\$4,402.00
Ryder, Christina	Sociology & Anthropology	\$3,272.00
Saunders, Georgianna L.	Biology	\$3,357.00
Saxon, Caryn	Criminology & Criminal Justice	\$2,402.00
Scales, Megan	Sociology & Anthropology	\$2,145.00

Academic Personnel Board Actions, cont'd.

Page 19

Schlinder, Kelly	Study Away	\$2,448.00
Schmelzle, George	Accountancy	\$2,135.00
Schmitt, Vicki	Agriculture	\$ 120.00
	Reading, Foundations & Tech	\$7,195.00
Schotthofer, Melissa J.	Childhood Education & Family Studies	\$9,168.00
Schroder, Gwen	Finance & General Business	\$1,925.00
Scott, Patrick	Political Science	\$5,748.00
Scroggins, Wesley A.	Management	\$6,984.00
Sewald, Jessica	Study Away	\$1,364.00
Shadrick, Ian	Counseling Leadership & Special Ed	\$3,121.00
Shermer, Aundrayah	Counseling Leadership & Special Ed	\$4,890.00
Shirley, Corinne	Modern & Classical Languages	\$1,925.00
Shoptaugh, Carol	Psychology	\$8,266.00
Sill, Gerald M.	College of Business	\$4,500.00
Sims, Brian	Counseling Leadership & Special Ed	\$2,745.00
Slattery, Dianne K.	Tech & Construction & Management	\$10,003.00
Slattery, Kerry T.	Tech & Construction & Management	\$25,357.00
Smith, Peter	Agriculture	\$3,180.00
Smith, Susan	Political Science	\$2,475.00
Soto, Stephen H.	Management	\$4,730.00
Stafford, Gary	Mathematics	\$2,750.00
Starnes, David	Theatre & Dance	\$2,145.00
Stockburger, David	Psychology	\$5,779.00
Stokes, Caleb	English	\$ 935.00
Stone, Lorene	Sociology & Anthropology	\$1,265.00
Templeton, Kelly M.	Theatre & Dance	\$8,251.00
Thomas, Diann	Geography, Geology & Planning	\$5,730.00
Thomas-Tate, Shurita	Communication Sciences & Disorders	\$1,375.00
Trewatha, Pamela	Agriculture	\$13,313.00
Trout, Brooksie L.	English	\$3,328.00
Turner, John	English	\$5,397.00
Turner, Melissa	Management	\$1,485.00
Twibell, Andrew	Media, Journalism & Film	\$2,700.00
Utley, Rose	Nursing	\$3,564.00
Visio, Michelle	Psychology	\$5,891.00
Walker, Elizabeth	Agriculture	\$7,073.00
Walters, Heather	Communication	\$16,043.00
Wanekaya, Adam	Chemistry	\$7,676.00
Wang, Ye	Communication Sciences & Disorders	\$11,170.00
Ward, V. Jane	Geography, Geology & Planning	\$6,005.00
	Reading, Foundations & Tech	\$ 450.00

Academic Personnel Board Actions, cont'd.

Page 20

Watson, Robert	Counseling Leadership & Special Ed	\$14,163.00
Webb, Gary	Agriculture	\$8,537.00
West, Bruce	Art & Design	\$10,949.00
White, Kimberly	Mathematics	\$2,035.00
Wiggin, Sarah	Theatre & Dance	\$3,000.00
Williams, Sarah	Study Away	\$2,728.00
Willis, Steven	Study Away	\$2,465.00
Winstead, Cynthia	Theatre & Dance	\$2,500.00
Wood, Kelly	Provost's Office	\$5,458.00
Wooden, Shannon	English	\$1,210.00
Yadon, Carly	Psychology	\$2,075.00
Yarckow-Brown, Ivy	Criminology & Criminal Justice	\$1,394.00
Yi, Rebecca	Theatre & Dance	\$2,200.00

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

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Adamson, Reesha M.	Counseling Leadership & Special Ed	\$3,938.00
Anderson, Wayne L.	Finance & General Business	\$2,456.00
Aram, Roberta	Childhood Education & Family Studies	\$ 490.00
Balasundaram, Clement	Computer Information Systems	\$2,000.00
Balasundaram, Isaac	Computer Information Systems	\$2,000.00
Barnett, Cynthia	First Year Programs	\$2,400.00
Barrier, Tonya	Computer Information Systems	\$2,400.00
Bellis, Jim	First Year Programs	\$2,400.00
Benson, Tara	First Year Programs	\$2,400.00
Boyd, Carmen	First Year Programs	\$2,400.00
Brown, David	Childhood Education & Family Studies	\$ 200.00
Buchanan, Erin	Psychology	\$2,400.00
Camp, Deanne	Graduate College	\$3,500.00
	Reading, Foundations & Tech	\$5,000.00
Carson, Edward	First Year Programs	\$2,400.00
Chang, Ching-Wen	Reading, Foundations & Tech	\$4,800.00
Cornelius-White, Jeffrey	First Year Programs	\$3,200.00
Cox, Nora	First Year Programs	\$2,400.00
Cunningham, Denise	Childhood Education & Family Studies	\$5,000.00
Dalton, Tracy	First Year Programs	\$2,400.00
Derricks, Shannon	First Year Programs	\$3,600.00
Dong, Lifeng	Physics, Astronomy & Mat Science	\$13,361.00
Dowdy, Marcia	Counseling Leadership & Special Ed	\$2,500.00
Dubinsky, Julie K.	Finance & General Business	\$3,300.00
	Management	\$3,000.00
Eisenhauer, Isabel	First Year Programs	\$2,400.00
English, Catherine	English	\$5,550.00
Farris, Kelly	First Year Programs	\$2,400.00
Federman, Elizabeth B.	Master of Public Health	\$4,500.00
Foster, Lyle	Reading, Foundations & Tech	\$3,121.00
Francka, Samantha	First Year Programs	\$2,400.00
Franklin, Thomas	First Year Programs	\$5,600.00
Frederick, Dana	Management	\$3,190.00
Freeman, Cynthia	Childhood Education & Family Studies	\$ 138.00
Frizell, Michael	First Year Programs	\$2,400.00

Academic Personnel Board Actions, cont'd.

Page 22

Gale, Crystal	First Year Programs	\$2,800.00
Garland, Diana	First Year Programs	\$2,400.00
Gartin, Patrick	Criminology & Criminal Justice	\$1,958.00
Ghosh, Kartik	Physics, Astronomy & Mat Science	\$8,271.00
Haynes, Vickie	Childhood Education & Family Studies	\$ 660.00
Hill, Julie	First Year Programs	\$2,400.00
Hobbs, Lora	First Year Programs	\$2,400.00
Hoelyfield, Dominiece	First Year Programs	\$2,400.00
Jenkins, Julie Ann	Greenwood Lab School	\$2,500.00
Jennings, Mary Ann	Social Work	\$2,400.00
Karuppan, Corinne M.	Management	\$4,500.00
Killian, Audrianna	First Year Programs	\$2,400.00
Kohnen, Angela	English	\$5,866.00
Kyle, Jerri L.	Communication	\$ 993.00
	First Year Programs	\$4,800.00
Leamy, Diane	Criminology & Criminal Justice	\$2,400.00
	First Year Programs	\$2,400.00
Leibert, Don M.	Management	\$4,500.00
Lewis, Betty	First Year Programs	\$2,400.00
Lines, Carrie	First Year Programs	\$2,400.00
Lopez, Joyce	Management	\$3,000.00
Mantie-Kozlowski, Alana	First Year Programs	\$2,400.00
Marrus, Malikah	Social Work	\$2,400.00
Martin, Galen	First Year Programs	\$2,400.00
Martindale, Susan	First Year Programs	\$2,400.00
McGownd, Lenord	First Year Programs	\$2,400.00
McLean, Annice	Reading, Foundations & Tech	\$4,800.00
McMurtrey, Shannon	Computer Information Systems	\$6,900.00
Meraz, Juan	First Year Programs	\$2,400.00
Merrigan, Michael W.	Management	\$4,500.00
Mitchell, Brad	First Year Programs	\$2,400.00
Moore, Robert	First Year Programs	\$2,400.00
Nordyke, Katherine	First Year Programs	\$2,400.00
Patterson, Paula	First Year Programs	\$2,800.00
Paxton, Mark	First Year Programs	\$3,200.00
Peterson, Dane	Marketing	\$2,695.00
Pinegar, Angela	First Year Programs	\$2,400.00
Price, Debra	Fashion & Interior Design	\$2,500.00
Richards, David	First Year Programs	\$2,800.00
Richter, Mark	First Year Programs	\$6,400.00
Roberts, Hilary	Biomedical Sciences	\$2,400.00

Academic Personnel Board Actions, cont'd.

Page 23

Romano, David	Political Science	\$5,000.00
Rothschild, Philip	Management	\$2,135.00
Rugutt, Joseph	Reading, Foundations & Tech	\$2,745.00
Saunders, Georgianna L.	Biology	\$2,400.00
Saxon, Caryn	Criminology & Criminal Justice	\$1,015.00
Sheffield, Eric	Reading, Foundations & Tech	\$2,400.00
Sutliff, Kristene	Graduate College	\$3,150.00
	First Year Programs	\$3,200.00
Talley, Jonathan	First Year Programs	\$2,400.00
Turner, John	First Year Programs	\$2,400.00
Wallace, J. Dane	First Year Programs	\$2,400.00
Webb, Susan	First Year Programs	\$2,400.00
Weber, Andrea	First Year Programs	\$2,400.00
Weber, Donald Terry	First Year Programs	\$2,400.00
Wessels, Emanuelle	First Year Programs	\$2,400.00
Wilhelm, Paula	Management	\$6,000.00
Wilson, TaJuan	First Year Programs	\$2,400.00
Winkler, Danny	Computer Information Systems	\$6,000.00
	Reading, Foundations & Tech	\$2,445.00
Wood, Kelly	Communication	\$3,750.00

ADDENDUM D

The following have been appointed as Graduate Teaching Assistants for the summer semester June 2, 2014 through August 1, 2014

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Agana, Bernice	Chemistry	\$2,532.00
Bahng, Mi-Kyung	Chemistry	\$2,532.00
Bobusa, Emily	Mathematics	\$2,081.00
Churilla, Joey Matthew	Biology	\$2,532.00
Combs, Catherine	Biology	\$2,532.00
De La Hoz De La Hoz, Helena	Chemistry	\$2,532.00
Drane, Justin	Geography, Geology & Planning	\$2,081.00
Negi, Apoorv	Physics, Astronomy & Materials Science	\$1,041.00
Parrish, James Richard	Mathematics	\$1,041.00
Pearson, Kaleb	Biology	\$2,532.00
Rudolph, Lauren Joyce	Biology	\$2,532.00
Sales, Brianna	Geography, Geology & Planning	\$2,081.00
Schober, Rachel	TRIO	\$1,912.00
Simpson, Aaron	Chemistry	\$2,532.00
Steinmetz, Micheala	Graduate College	\$2,081.00
Taufique, Mohamed Fuad Nur	Physics, Astronomy & Materials Science	\$1,041.00
Thomas, Rintu Thankham	Biomedical Sciences	\$2,081.00
Wiley, Teresa	Geography, Geology & Planning	\$2,081.00

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>
Caryn M. Cook	Academic Admin Assistant II Sports Medicine & Athletic Training	12	\$24,960 annually	06/09/14
Jeffery Morrison	Custodial Supervisor Plaster Student Union	25	\$30,000 annually	06/09/14
Jacob D. Barreau	Assistant Coach Intercollegiate Athletics	UN	\$33,300 annually	06/16/14
Victoria R. Culver	Assistant Director Office of Student Engagement	42	\$34,108 annually	06/16/14
Janet L. Davis	Academic Administrative Assistant I Marketing	11	\$22,360 annually	06/16/14
Andrew P. Coombes	Academic Advisor/Retention Specialist Business Advisement	42	\$31,500 annually	06/23/14
A'Dja Jones	Academic Advisor-Athletics Achievement Center	41	\$30,000 annually	06/26/14
Bradley V. Bodenhausen	Assistant VP International Programs/ Director International Leadership & Training Center International Programs	48	\$95,000 annually	07/01/14
Collin K. Crane	Assistant Strength & Conditioning Coach Athletic Strength & Conditioning	UN	\$40,000 annually	07/01/14
Chelsea Dirks Ham	Assistant Coach Intercollegiate Athletics	UN	\$32,252 annually	07/01/14

Non-academic Personnel Board Actions, cont'd.

Page 2

Ryan R.G. Reed	Co-Curricular Student Ombudsperson Multicultural Services	42	\$40,000 annually	07/01/14
Nathan Thompson	Assistant Coach Intercollegiate Athletics	UN	\$50,000 annually	07/01/14
Catherine Schulte	Athletic Trainer Athletic Medical & Rehab Services	44	\$37,471 annually	07/07/14

RESIGNATIONS:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Chad W. Emery	Ranch Hand Journagan Ranch Agriculture-Mtn Grove	06/02/14
Kimberly Hopkins-Will	Buyer Procurement Services	06/03/14
Elizabeth Stobbe	Physician Medical Staff Taylor Health & Wellness	06/03/14
Ryan N. Kelly	Senior Pharmacy Technician Taylor Health & Wellness	06/06/14
Joseph J. Bowles	Admission Counselor Office of Admissions	06/09/14
Jeanne K. Tholen	ELI SEVIS Specialist English Language Institute	06/13/14
Shelley Lietzau-Mourer	VESTA Missouri Coordinator Agriculture	06/19/14
Moris R. Montejo	Centralized User Support Specialist Computer Services	06/25/14
Nathan C. Winters	Residence Hall Director Residence Life, Housing & Dining Services	06/27/14

Non-academic Personnel Board Actions, cont'd.

Page 3

Benjamin M. Ramaeker	Coordinator of Outdoor Adventures Campus Recreation	06/26/14
Roger Chasteen	PBS Consultant Southwest Regional Professional Development Center	06/30/14
Patricia L. Goddard	Math Content Specialist Southwest Regional Professional Development Center	06/30/14
Janean R. Houston	Administrative Assistant III Multicultural Services	06/30/14
Sam H. McMahon	Operations Assistant Basketball Intercollegiate Athletics	06/30/14
Jay B. Roth	PLC Resource Specialist Southwest Regional Professional Development Center	06/30/14
Karlee J. Yount	Assistant Teacher Child Development Center	07/03/14
Jane E. Medlen	PBS Consultant Southwest Regional Professional Development Center	07/07/14
Rebecca Pearson	Administrative Assistant II Public Affairs Support	07/11/14
Jenifer M. Kautzman	Assistant Registrar-Veteran Student Services Veteran Student Services	07/31/14
Teresaa G. Arnette	Academic Administrative Assistant II School of Accountancy	08/01/14

RETIREMENTS:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Charlene R. Burton	Administrative Specialist II Financial Aid	06/30/14

DECEASED:

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Bruce Roberson	Custodial Supply, Delivery, & Storage Foreman Custodial Services	06/19/14

CHANGE OF STATUS:

<u>Name</u>	<u>Position-Department</u>	<u>Action</u>	<u>Effective</u>
Sherry Leis	From: Research Specialist II Biology GR 42, \$60,250 annually To: Program Manager, Fire Science Projects Biology GR 45, \$63,262 annually	Reclassification & Salary Adjustment	05/16/14
Lisa M. Taylor	Paralegal General Counsel From: GR 16, \$41,728 annually To: GR 17, \$44,232 annually	Reclassification & Salary Adjustment	05/16/14
Larry Adams	From: HVAC Mechanic Facilities Maintenance To: Staff Emeritus Facilities Maintenance	Change of Status	06/01/14
Sandra Johnson	Administrative Specialist III Faculty Senate	Continuation of Appointment	06/01/14 07/31/14
Linda C. Coroleuski	From: Academic Administrative Assistant I Biology GR 11, \$23,090 annually To: Academic Administrative Assistant II Biology GR 12, \$24,960 annually	Reclassification & Salary Adjustment	06/16/14

Non-academic Personnel Board Actions, cont'd.

Page 5

Jeffrey D. Chambers	From: Groundskeeper Grounds Services GR 22, \$28,207 annually To: Grounds Foreman Grounds Services GR 24, \$32,207 annually	Promotion	06/23/14
Tammy Stanton	From: Residence Hall Host/Hostess Residence Life, Housing & Dining Services GR 10, \$16,206 annually To: Academic Administrative Assistant II Music GR 12, \$24,960 annually	Promotion	06/23/14
Joan E. Armstrong	Director, Project ACCESS Project ACCESS	Continuation of Appointment	07/01/14 06/30/15
David Caravella	From: Classroom Coordinator Faculty Center for Teaching & Learning To: Operations Coordinator Faculty Center for Teaching & Learning	Title Change	07/01/14
Terri C. Carrington	From; Autism Resource Specialist Project ACCESS GR 42, \$50,955 annually To: Associate Director Project ACCESS GR 43, \$52,000 annually	Promotion	07/01/14
Suzanne Cutbirth	Professional Developer Southwest Regional Professional Development Center	Continuation of Appointment	07/01/14 06/30/15

Non-academic Personnel Board Actions, cont'd.

Page 6

Paul A. Evans	Assistant Coach	Salary	07/01/14
	Intercollegiate Athletics	Adjustment	07/01/14
	From: \$51,145 annually		
	To \$56,145 annually		
Claudia C. Franks	Instructional Specialist	Continuation	07/01/14
	Southwest Regional Professional Development Center	of Appointment	06/30/15
Edwin M. Garton	Instructional Tech. Support Specialist	Continuation	07/01/14
	Project ACCESS	of Appointment	06/30/15
Karen Grosso	From: Academic Advisor/1 st Year Experience Coordinator	Promotion	07/01/14
	TRIO GR 42, \$36,414 annually		
	To: Assistant Director		
	TRIO GR 43, \$43,000 annually		
Joi A. Hook	Accounting Specialist	Continuation	07/01/14
	Southwest Regional Professional Development Center	of Appointment	06/30/15
Lois M. Jones	Special Education Compliance Consultant	Continuation	07/01/14
	Southwest Regional Professional Development Center	of Appointment	06/30/15
Brenda K. Lanning	From: Procurement Technician	Promotion	07/01/14
	Office of Procurement GR 13, \$26,884 annually		
	To: Buyer		
	Office of Procurement GR 43, \$40,291 annually		
Jana L. Loge	PLC Project Coordinator	Continuation	07/01/14
	Southwest Regional Professional Development Center	of Appointment	06/30/15

Non-academic Personnel Board Actions, cont'd.

Page 7

Rachelle I. McCart	Administrative Assistant II Southwest Regional Professional Development Center	Continuation of Appointment	07/01/14 06/30/15
Tina J. Neal	Program Coordinator Project ACCESS	Continuation of Appointment	07/01/14 06/30/15
Abayomi Onatolu	Assistant Coach Intercollegiate Athletics From: \$28,560 annually To: \$33,560 annually	Salary Adjustment	07/01/14
Rachel L. Pachmayr	Assistant Teacher Child Development Center	Continuation of Appointment	07/01/14 06/30/15
Andrea S. Rockney	Professional Developer Southwest Regional Professional Development Center	Continuation of Appointment	07/01/14 06/30/15
Yeni Vasquez	Identification & Recruitment Specialist Southwest Regional Professional Development Center	Continuation of Appointment	07/01/14 06/30/15
Cheryl Wrinkle	Special Education Improvement Consultant Southwest Regional Professional Development Center	Continuation of Appointment	07/01/14 06/30/15
Karlee J. Yount	Assistant Teacher Child Development Center	Continuation of Appointment	07/01/14 07/03/14
Lynda Jochims	From: Accounting Specialist Center for Resource Planning & Management To: Accounting Specialist Management Development Institute	Transfer	07/07/14

Non-academic Personnel Board Actions, cont'd.

Page 8

M. Suzanne Shaw	VP for Marketing & Communications University Relations	Change in Start Date	07/28/14
Paul K. Kincaid	From: Chief of Staff/ Assistant to the President for University Relations University Relations To: Staff Emeritus University Relations	Change of Status	10/01/14

Vote: _____ Yea
_____ Nay



EIGHT MAJOR GOALS FOR 2014-2015

Introduction

This document summarizes the University's eight major goals for 2014-2015. This document is an action plan—a road map—that the Board of Governors and University administration will follow in the coming year. These goals were specifically designed to assist the University in achieving its purpose of developing educated persons.

These goals are not intended to take the place of the University's Mission Statement (<http://www.missouristate.edu/about/missionstatement.htm>), Long-Range Plan (<http://www.missouristate.edu/LongRangePlan/>), Key Performance Indicators (<https://mis.missouristate.edu/KeyPerformanceIndicators/>), statewide performance measures for funding (<http://www.missouristate.edu/oir/151306.htm>), or the other goals, objectives, and action items established by the University and its component parts.

I. Access to Success

1. Maintain modest growth in enrollment while increasing the diversity of the student body.
 - Create and implement a graduate needs-based scholarship program and graduate diversity scholarship program.
 - Create new academic programs based on student demand and state need.
 - Strengthen relationships with key community college partners (Ozarks Technical Community College, Crowder College, Metropolitan Community College, St. Charles Community College, and St. Louis Community College).
 - Continue Illinois recruitment efforts.
 - Continue international recruitment efforts.
 - Expand opportunities for collaboration with diversity-oriented organizations such as Kauffman Scholars, College Bound, etc.
2. Increase the retention rate of first-time freshmen.
 - Develop and implement a strategy to redesign orientation programs, living learning communities, and family activities to better engage students in the University.

- Develop and implement a strategy to redesign GEP 101 into a signature class.
 - Develop a program to assist freshmen students on academic probation.
 - Evaluate admission requirements and protocols for low-performing applicants.
3. Increase the number of alternative pathway options for students.
 - Continue to expand online summer school enrollment options.
 - Create and implement a pilot project to encourage programs to adopt credit by assessment as appropriate.
 - Create a model for effectively offering MSU programs at off-campus sites (Lebanon, West Plains, and community colleges).
 - Offer and actively market two open online courses for the public in Ozarks Studies fields.
 - Create an online option for the Professional Writing program.
 4. Maintain competitive cost of attendance.
 5. Continue to implement the career tracking program to meet the new state performance funding measure.
 6. Successfully complete the Higher Learning Commission (HLC) self-study process (assurance report) and submit findings in accordance with HLC timeline.

II. Public Affairs Integration

1. Emphasize and hold the seven signature public affairs events including the successful induction of the second class of the Missouri Public Affairs Hall of Fame.
2. Develop a comprehensive public affairs assessment plan.
3. Develop a campus-wide community service project in conjunction with the University's 110th anniversary.
4. Continue regular publication of the *eJournal of Public Affairs* and take steps to increase its visibility.

III. Engaged Inquiry

1. Sustain awards of grants and sponsored research above \$20 million annually.
2. Sustain applications for grants and sponsored research above 300 annually.
3. Develop and implement strategies to emphasize nanotechnology research.

4. Increase collaboration between the Physics, Astronomy, and Material Science Department and the Jordan Valley Innovation Center to enhance research and competitiveness for grants and external funding.
5. Publish the second edition of *Mind's Eye* to highlight the University's research successes.
6. Establish a fund to assist faculty with travel expenses associated with presenting research internationally.

IV. Partners in Progress

1. Create and implement a two-year pilot project for a Center for Community Engagement to conduct community-based research on local and regional social issues.
2. Complete a diversity climate survey and develop a campus diversity plan to highlight successes and address challenges.
3. Collaborate with Springfield Public Schools to develop and implement an entrepreneurship program at The eFactory.
4. Complete the University's outreach plan for the Kansas City area.
5. Develop agreements on internship sites for students in the Master of Occupational Therapy program.

V. Valuing and Supporting People

1. Improve compensation for faculty and staff.
 - Provide a cost of living pay raise for fulltime employees.
 - Continue the Full Professor Incentive Program.
 - Develop and implement programs to target other high-performing and/or underpaid employee groups for additional compensation.
2. Improve diversity of the workforce.
 - Encourage individuals involved in hiring processes to hire highly qualified, diverse candidates in furtherance of the University's affirmative action plan, with a target of at least 20% of new hires being ethnically or racially diverse, international, disabled, of veteran status, or a member of a group that is underrepresented within the hiring department.
 - Continue to implement the campus-wide ADP diversity goal and develop a metric to measure its compliance.
3. Fully implement the newly created employee mentorship programs and the employee affinity group program.

4. Evaluate the feasibility of modifying the existing credit course fee waiver benefit to allow for automated accounting of the benefit and for participation by employee groups not currently allowed to participate.

VI. Responsible Stewardship

1. Continue to grow and diversify revenue.
 - Maximize state funding by satisfying the five established statewide performance measures.
 - Advocate for capital funding through state appropriations under the bonding authority established by Senate Bill 723.
 - Emphasize private support through mini capital campaigns for Glass Hall, the Hotel and Restaurant Administration Department building project, the College of Health and Human Services building projects, the College of Arts and Letters campaigns, and the Meyer Library renovation.
 - Develop and implement an investment strategy within the scope of existing University policies to enhance the portfolio return given the amount of the reserve fund.
2. Successfully bond the construction and purchase of academic spaces including Brick City Building 4, the Student Admissions and Success (Welcome) Center, Occupational Therapy and Health Center, and the Morris Center (fifth floor renovation).
3. Invest in the preservation, modernization, and replacement of capital assets to support mission critical needs.
 - By Fall 2014, complete construction / renovation of Plaster Stadium, the Mary Jo Wynn Academic Achievement Center, and the recreation and athletic facilities funded by the B.E.A.R. Fee.
 - Begin construction / renovation of the Student Admissions and Success (Welcome) Center, Pummill Hall, Occupational Therapy and Health Sciences Building, Kentwood Hall, Sunvilla, Meyer Library (Phase I), and the Morris Center (fifth floor renovation).
4. Utilize and operate facilities efficiently.
 - Obtain a STARS Silver rating from AASHE.
 - Sponsor *Green Revolution*, a Smithsonian traveling exhibition, at the Discovery Center of Springfield.
 - Continue to implement modifications to class start times to increase classroom usage.
 - Continue to evaluate class placements to increase classroom usage.
 - Continue to more efficiently heat and cool buildings through responsible space scheduling practices and cost-effective environmentally friendly building practices.

- Evaluate opportunities to extend the campus chilled water loop to more efficiently provide cold water to campus facilities.
 - Evaluate the results of resealing parking lots with asphalt emulsion as an alternative to coal tar.
5. Manage University-wide risk effectively by developing and implementing an Enterprise Risk Management Program through the existing compliance committee to identify risks, evaluate risk management tools, and implement risk management solutions.

VII. Athletics

1. Vie for a football playoff berth.
2. Finish in the top three in the MVC All-Sports standings.
3. Increase memberships in The Bears Fund, and increase ticket sales in football, men's basketball, and women's basketball.
4. Collaborate with students and Learfield Sports to improve the overall game day experience.
5. Comply fully with NCAA rules with no major violations.
6. Maintain an NCAA Academic Progress Rate above 930 for all teams.
7. Successfully implement the MVC television and digital media initiative.
8. Increase cumulative volunteer hours performed by student-athletes from 2,000 to 2,500.
9. Evaluate new NCAA legislation and create and implement an appropriate strategic response.

VIII. West Plains Integration

1. Continue to develop and market pathways for students to transition from West Plains coursework to Springfield coursework.
 - Evaluate the potential for delivery of additional Springfield courses and programs on the West Plains campus.
 - Enhance marketing efforts to inform West Plains students of their available options to participate in Springfield courses and programs.
 - Enhance orientation processes for students transferring from the West Plains campus to the Springfield campus.
 - Identify opportunities for Springfield student organizations to coordinate and interact with West Plains student organizations.

2. Develop and implement a policy that prescribes a formula for the University's funding of the West Plains campus.
3. Identify and evaluate opportunities to integrate the Springfield and West Plains bookstores.
4. Identify and evaluate opportunities to improve the coordination of Banner processes between the West Plains and Springfield campuses.

Missouri State University
Board of Governors
2014 Self-Assessment Survey

Please enter a response for each statement, on a scale of 1 to 5 (or not observed).

- 5 – Strongly Agree
- 4 – Agree
- 3 – Neither Agree or Disagree
- 2 – Disagree
- 1 – Strongly Disagree
- Don't Know/Not Applicable

A. *Orientation and Education*

1. Board members receive adequate orientation to their role and what is expected of them.
2. The Board is provided an adequate opportunity to understand and develop the University's long-range plans and the strategies for pursuing those goals.
3. Adequate communication exists to keep the Board abreast of key issues that affect its ability to perform its duties.

B. *Meeting Organization and Operation*

4. The length of each Board meeting is adequate.
5. The process used to set the meeting agenda is satisfactory.
6. The Board meeting time is appropriately allocated between required action items, administration presentations, and Board discussion.
7. Meeting materials are adequate to permit the Board to understand and act on agenda items.
8. Board members receive meeting agendas and supporting materials in time for adequate advance review.

9. Open communications and meaningful discussions by Board members and administration are encouraged at Board meetings.
10. Each Board meeting includes an opportunity for learning something new about the University.
11. The meeting minutes accurately reflect the deliberations and decisions of the Board.

C. *Organization of the Board*

12. The Board has an adequate number of committees.
13. The composition of the committees is appropriate.
14. The committee structure logically addresses the University's areas of operations.
15. The information flow from each committee is appropriate.
16. Board practices provide for sufficient opportunity for rotating membership within committees and for rotating leadership positions.

D. *Board Responsibilities*

17. The Board works to ensure that its decisions reflect the long-term interests of the public.
18. The Board understands and supports the difference between its policymaking and oversight role and the administration's operating role.
19. The Board adequately oversees the financial performance and fiduciary accountability of the University.
20. The Board regularly reviews and evaluates the performance of the University's president.

E. *Individual Governor Self-Assessment*

21. I understand the mission of the University.

22. I understand the principal challenges confronting the University as it pursues its mission.
23. I am familiar with the University's history and what makes it distinctive.
24. I keep abreast of principal higher education trends and issues, and public policy developments.
25. I understand my responsibilities as a Board member.
26. I attend Board meetings on a regular basis.
27. I am well prepared for Board meetings.
28. I actively participate in Board meetings.
29. I am accessible to address matters that may need my attention between meetings.
30. I take advantage of opportunities to meet and talk with trustees and representatives from other institutions.
31. I take advantage of opportunities to promote the University to state policy makers.
32. I inform the administration of any important interaction I might have with internal groups and individuals.
33. I know the University's key administrators and key student, faculty, and staff leadership.
34. I am aware of the scope and quality of the University's educational, research, and service programs.
35. I understand the physical facilities needs of the University.
36. Other than Board meetings, I have attended several campus events within the past year.
37. I have helped to secure a gift from an individual, corporation, or other source for the University.
38. I have made a personal financial commitment to the Missouri State University Foundation during my service on the Board.

Open-End Comments

F. *Conclusions*

39. How can your service as a Board member be made more effective and satisfying?
40. Please use this space to share any additional comments and suggestions about Missouri State University and about your service as a Board member.

DRAFT

V.B.

RECOMMENDED ACTION --- Adoption of 2015 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 2015.

VOTE: **AYE** _____

NAY _____

**MISSOURI STATE UNIVERSITY
BOARD OF GOVERNORS
2015 MEETING SCHEDULE**

Friday, February 6, 2015, 9:00 a.m. (Board Committee Meetings the afternoon of February 5)	Jefferson City
Thurs/Fri, March 5/6, 2015, 9:00 a.m. (1½ days)	St. Louis – retreat
Thursday, May 14, 2015, 1:00 p.m. (Board Committee Meetings the morning of May 14)	Springfield
Friday, June 26, 2015, 1:00 p.m. (Board Committee Meetings the morning of June 26)	West Plains
Thursday, July 30, 2015, 9:00 a.m. (1 day)	Springfield – retreat
Friday, October 16, 2015, 1:00 p.m. (Board Committee Meetings the morning of October 16)	Springfield
Friday, December 11, 2015, 9:00 a.m. (Board Committee Meetings the afternoon of December 10)	Springfield

VIA.

RECOMMENDED ACTION – AUTHORIZING THE BORROWING BY MISSOURI STATE UNIVERSITY OF THE PROCEEDS OF AN ISSUE OF EDUCATIONAL FACILITIES REVENUE BONDS (MISSOURI STATE UNIVERSITY), SERIES 2014, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$30,000,000 OF THE HEALTH AND EDUCATIONAL FACILITIES AUTHORITY OF THE STATE OF MISSOURI, TO FINANCE THE COSTS OF CERTAIN EDUCATIONAL FACILITIES OF THE UNIVERSITY; AND AUTHORIZING AND APPROVING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH SUCH BORROWING

The following resolution was moved by _____ and seconded by

_____.

WHEREAS, the Health and Educational Facilities Authority of the State of Missouri (the “Authority”) has been created by and is authorized and empowered pursuant to the provisions of the Missouri Health and Educational Facilities Authority Act, Chapter 360 of the Revised Statutes of Missouri, as amended (the “MoHEFA Act”), to issue revenue bonds for the purpose of making loans to certain “health institutions” or “educational institutions,” as defined in the MoHEFA Act, to provide funds to pay the costs of acquiring, constructing, reconstructing, repairing, altering, improving and extending “health facilities” or “educational facilities,” as defined in the MoHEFA Act, said revenue bonds to be payable solely out of the revenues of the Authority pledged in favor of the holders of said bonds; and

WHEREAS, Missouri State University, a state educational institution (the “University”), is an “educational institution,” as defined in the MoHEFA Act, and has requested the Authority to assist the University in providing funds (a) to finance the costs of certain improvements to “educational facilities” of the University, and (b) to pay associated costs of issuance of the bonds, and the University has requested that the Authority issue its bonds and loan the proceeds thereof to the University for such purposes, all as provided for and permitted under the MoHEFA Act; and

WHEREAS, the Authority is authorized under the MoHEFA Act to issue its revenue bonds for the purposes aforesaid and the Board of Governors of the University (the “Board”) has determined that the public interest will be best served and that the purposes of the MoHEFA Act can be more advantageously obtained by the Authority’s issuance of revenue bonds in order to loan funds to the University as a means of accomplishing the foregoing; and

WHEREAS, in order to raise funds to loan to the University to accomplish the foregoing, the University has requested the Authority to issue its Educational Facilities Revenue Bonds (Missouri State University) Series 2014 (the “Bonds”), in a principal amount not to exceed \$30,000,000, to be issued under a Bond Trust Indenture (the “Bond Indenture”) between the Authority and a bond trustee to be named therein, as corporate trustee (the “Bond Trustee”), and to make the loan to the University as provided in the herein referenced Loan Agreement; and

WHEREAS, it appears to the Board that the borrowing by the University of the proceeds of the Bonds from the Authority, and such other matters above recited are necessary and desirable and in the best interest of the University;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY, AS FOLLOWS:

Section 1. Findings and Determinations. The Board of Governors hereby makes the following findings and determinations with respect to the University and the Bonds:

- (a) The University is a state educational institution organized and operating under the laws of the State of Missouri, and is an “educational institution” as defined in the MoHEFA Act, which operates educational facilities located in the State of Missouri;
- (b) The University has requested the Authority’s assistance in providing funds for the purposes described above;
- (c) The issuance of the Bonds for such purposes is in the public interest, will alleviate a financial hardship of the University and will result in a lesser cost of education to students, third parties and others who must pay for such educational costs; and
- (d) The Bonds will be issued for a valid purpose under and in accordance with the provisions of the MoHEFA Act.

Section 2. Borrowing. The Board hereby approves and authorizes the borrowing by the University from the Authority of the proceeds obtained from the issuance of the Bonds, such borrowing to finance the costs of certain educational facilities of the University, including construction of a new University Student Admissions and Success Center (Welcome Center) and a new occupational therapy/health sciences building, acquisition of and improvements to Brick City Building 4, and renovations and improvements to the Jim D. Morris Building.

Section 3. Approval of Issuance of Bonds. The Board hereby approves the issuance and sale by the Authority of the Bonds to be issued under a Bond Indenture in order to provide funds to be loaned to the University for the purposes described in the recitals hereof. The obligation of the University to make payments on the Bonds shall be a general, unsecured obligation of the University. The Bonds shall be issued in an aggregate principal amount not to exceed \$30,000,000, shall bear interest at a true interest cost not to exceed 4.50% per annum, computed on the basis of a 360-day year of twelve 30-day months, shall have a final maturity of not later than October 1, 2044, and a weighted average maturity of not less than 10 years or more than 19 years, shall be sold at a price of not less than 97.75% (excluding original issue discount) of the principal amount thereof, plus accrued interest, and shall have such redemption provisions, including premiums, and other terms, all as determined by the Executive Committee of the Board of Governors in accordance with **Section 4** hereof. The terms of the Bonds shall be specified in the Bond Indenture and the Purchase Contract approved by the Executive Committee of the Board in accordance with **Section 4** hereof.

Section 4. Executive Committee. The University does hereby authorize the Executive Committee of the Board of Governors, for and on behalf of the University, to establish for the Bonds, in accordance with the parameters set forth in **Section 3**, (a) the aggregate principal amount thereof, (b) the maturity dates of the Bonds and the aggregate principal amount thereof maturing on such dates, (c) the dates and terms on which the Bonds are to be redeemed pursuant to mandatory redemption provisions and the aggregate principal amount thereof to be redeemed on such dates, (d) the dates and terms on which the Bonds are subject to any optional redemption provisions and the redemption prices thereof, (e) the interest rates to be borne by the Bonds, and (f) the purchase price for the Bonds, all to be established consistent

with the foregoing. All of said terms shall be set forth in the Bond Indenture as approved by the Executive Committee, such determination to be conclusively evidenced by the adoption of a resolution setting forth such determination. The Executive Committee is further authorized to approve the terms of (a) a Loan Agreement between the University and the Authority, under which the Authority will loan the proceeds of the sale of the Bonds to the University for the purposes herein described in consideration of payments by the University which will be sufficient to pay the principal of, redemption premium, if any, and interest on the Bonds, and setting forth the terms and conditions which shall apply to the loan and the covenants and agreements of the University in connection therewith; (b) a Continuing Disclosure Agreement between the University and the Bond Trustee, under which the University agrees to provide continuing disclosure of certain financial information, operating data and material events, for the benefit of the owners of the Bonds and to assist the Underwriter in complying with Rule 15c2-12 of the Securities and Exchange Commission; (c) a Tax Compliance Agreement among the Authority, the University and the Bond Trustee, entered into in order to set forth certain representations, facts, expectations, terms and conditions relating to the use and investment of the proceeds of the Bonds, to establish and maintain the exclusion of interest on the tax-exempt Bonds from gross income for federal income tax purposes, and to provide guidance for complying with the arbitrage rebate provisions of Code § 148(f) as set forth in the Tax Compliance Agreement; (d) a Purchase Contract among the University, the Authority and Edward D. Jones & Co., L.P., as representative of the purchasers (the "Underwriter"), providing for the issuance and sale by the Authority and the purchase by the Underwriter of the Bonds at a purchase price of not less than that authorized by the Executive Committee in accordance herewith; and (e) such other ancillary agreements as the Executive Committee may deem to be necessary or advisable in connection with the issuance of the Bonds.

Section 5. Further Authority. The proper officers of the University are hereby authorized, empowered and directed to do all such acts and things and to execute, acknowledge and deliver all such documents, including redemption and defeasance documents, and to pay all such fees, taxes and expenses as may in their discretion be deemed necessary or desirable in order to carry out and comply with the terms and provisions of these resolutions; and all of the acts and doings of the officers of the University which are in conformity with the intent and purposes of these resolutions, whether heretofore or hereafter taken or done, shall be and the same are hereby in all respects ratified, confirmed and approved.

Section 6. Repeal of Conflicting Resolutions. All prior resolutions of the Board or any parts thereof in conflict with any or all of the foregoing resolutions are hereby repealed to the extent of such conflict.

Section 7. Effective Date. These resolutions shall take effect and be in full force immediately after their adoption by the Board.

ADOPTED by the Board of Governors of Missouri State University this ____ day of July, 2014.

VOTE: AYE _____

NAY _____

COMMENTS:

* * *

VI.B.

RECOMMENDED ACTION - Approval of Fiscal Year 2016 Operating Appropriations Request and Decision Items

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

BE IT RESOLVED by the Board of Governors for Missouri State University that the attached Approval of Fiscal Year 2016 Operating Appropriations Request and Decision Items be approved.

VOTE: AYE _____
 NAY _____



Missouri State[™]

U N I V E R S I T Y

August 1, 2014

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

Dear Commissioner Russell:

Missouri State University is pleased to submit its Form 5 – Fiscal Year 2016 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 \$97,299,546 is comprised of the following:

Funding for Core Operations

1. Operating Appropriation Base (Fiscal Year 2015 Core with Performance Funding)	\$85,218,506
2. Health Initiatives/Occupational Therapy Base (Fiscal Year 2015 Core)	<u>1,325,000</u>
Funding for Core Operations-Total	86,543,506

New Funding Decision Item Requests

1. Performance Funding for Core Operating Support	3,156,555
2. STEM Funding	2,556,555
3. Caring for Missourians - Mental Health	1,667,930
4. Educational Facilities Renovations and Repairs	<u>3,375,000</u>
New Funding Decision Item Requests-Total	<u>10,756,040</u>

Total Core and New Funding Decision Item Requests **\$97,299,546**

The justification for each of our requests follows. We believe our request is reasonable and reflects a commitment necessary to improve and advance the State of Missouri by developing educated persons.

Very Truly Yours,

Clifton M. Smart III
President

Missouri State University Fiscal Year 2016 Form 5 Appropriations Request for Operations

Funding for Core Operations

\$86,543,506

The University's first priority for the fiscal year 2016 appropriation request is to maintain its base level of support. This support is critical to the University's mission of a public, comprehensive metropolitan system with a statewide mission in public affairs, whose purpose is to develop educated persons. This funding supports the University's Operating Fund for core student education and the mission of the University as well as administrative operations. The funding for core operations is comprised of two items: \$85,218,506 which represents the fiscal year 2015 operating base and includes the core with performance funding and \$1,325,000 for the fiscal year 2015 health initiatives/occupational therapy core. The health initiatives were approved for fiscal year 2014 as an ongoing core appropriation based upon the critical community needs for educated, skilled health care providers. The health initiatives appropriation of \$1,325,000 was approved to fund a Master of Occupational Therapy degree program at the Springfield campus and to provide funds to enhance the current nursing and respiratory care programs and initiate a new Associate of Applied Science in Allied Health-Certified Nursing Assistant program located at the West Plains campus. We respectively request for fiscal year 2016 and in future years that these two core funding items be combined into one appropriation amount.

New	Funding	Decision	Item	Requests
\$10,756,040				

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 **\$3,156,555**

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. Recent legislation (Senate Bill 492) has formalized the performance funding process and the University is waiting for further information regarding the model to be used. Senate Bill 492 provides up to a 10% of appropriations to address inequitable state funding.

The University is requesting an increase in core operating appropriations of 3% of its fiscal year state appropriations as a placeholder for performance funding. This amounts to

\$2,556,555. In addition, the University is requesting \$600,000 in core operating appropriations related to inequitable state funding as determined by the allocation model provided for in Senate Bill 492.

Decision Item 02: STEM Funding

\$2,556,555

We are requesting an increase of 3% (\$2,556,555) in our appropriation from the State of Missouri for STEM initiatives. For the last several years the University has experienced a steady, modest increase in STEM students. Improved funding would significantly enhance the number of undergraduate and graduate students completing degrees in these disciplines. Funds would be used to keep pace with the demands for STEM graduates by expanding degree programs and attracting and hiring faculty needed to support program expansion.

Decision Item 03: Caring for Missourians – Mental Health

\$1,667,930

Missouri State is pleased to be part of the statewide initiative “Caring for Missourians – Mental Health” to address a severe need in the state. The following are elements of this request:

Master of Science in Applied Behavior Analysis - \$285,150. The Applied Behavior Analysis program will be a joint effort of the Psychology Department and the Special Education Program at Missouri State University with the primary goal to provide comprehensive scientist-practitioner training in behavior analysis, out of which more specialized applied, theoretical and/or experimental behavioral analysis interest may be developed.

Master of Science in Speech Language Pathology - \$147,168. A Mental Health Scholars program for Speech Language Pathology (SLP) students will be created to increase the number of graduates who are interested in working in a mental health setting.

Nursing - \$646,940. Funds would enhance the mental health workforce of Missouri by improving the mental health knowledge and skills of students enrolled in the four-year Bachelor of Science in Nursing (BSN) and the new three-year BSN to Doctor of Nurse Practice (DNP) programs. Both the BSN and DNP programs are community-based with an emphasis on underserved populations.

Master of Occupational Therapy - \$220,752. Funds would enhance the preparation of all students in the Master of Occupational Therapy program and increase the number of occupational therapy graduates.

Doctor of Physical Therapy (DPT) - \$367,920. Funds would support 10 additional DPT graduates and strengthen the training of all DPT students in the area of mental health.

Decision Item 04: Educational Facilities Renovations and Repairs**\$3,375,000**

The University's backlog of maintenance and repairs continues to grow faster than the available resources. At the end of fiscal year 2014, the backlog in maintenance and repair stood at \$109 million. The accepted industry standard for annual maintenance and repair expenditures is 2 to 4 percent of the base construction replacement value (BCRV). Based upon 1.5%, the amount recommended by the Missouri Department of Higher Education, \$10,125,000 of annual maintenance and repair funding would be required. The University is requesting \$3,375,000 (1/3 of the recommended amount) to provide for upgrades, expansion and maintenance of laboratory and classroom facilities and technology.

VI.C.

RECOMMENDED ACTION – Naming of the Betty and Bobby Allison Stadiums

WHEREAS, the Missouri State University Foundation received a major charitable gift commitment from Bobby Allison; and

WHEREAS, the gift was used for construction costs and maintenance of a lacrosse and field hockey stadium, a soccer and track stadium, and a sand volleyball stadium on the MSU campus; and

WHEREAS, Mr. Allison has been a strong advocate of youth in the Ozarks and has supported Missouri State University with an earlier gift for the intramural fields located at National and Cherry and the basketball courts in the Foster Family Recreation Center; and

WHEREAS, Mr. Allison wants to honor his deceased mother, Betty Allison,

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors of Missouri State University that the university recognize Mr. Allison’s support by naming each stadium as follows:

- Betty and Bobby Allison North Stadium – Lacrosse and Field Hockey**
- Betty and Bobby Allison South Stadium – Soccer and Track**
- Betty and Bobby Allison Sand Volleyball Stadium**

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

VOTE: AYE _____
 NAY _____

July 30, 2014

V.I.D.

RECOMMENDED ACTION – Naming of the Mary Jo Wynn Academic Achievement Center

WHEREAS, Missouri State University has enjoyed a reputation for a strong and successful women’s athletics program on a conference, regional and national level for more than four decades; and

WHEREAS, one of the architects of MSU’s success in women’s athletics is Dr. Mary Jo Wynn, who is also known as a women’s sports pioneer in national circles; and

WHEREAS, Dr. Wynn was Missouri State’s first director of women’s athletics, a post she took in 1975 after years of coaching MSU teams; and

WHEREAS, Dr. Wynn is a strong advocate of education for men’s and women’s student-athletes and has made a major charitable gift commitment to the athletic academic achievement center; and

WHEREAS, before she retired from athletics administration in 1998, Dr. Wynn had established an MSU women’s sports hall of fame, oversaw two NCAA Final Four appearances and national attendance leadership in basketball, plus team NCAA appearances in softball, volleyball, golf and soccer; and

WHEREAS, the achievement center for intercollegiate athletics provides support to men’s and women’s student-athletes by offering tutoring services, computer labs, study halls, and office space for the Director, Assistant Director, Graduate Assistants, and Athletics Compliance staff;

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors of Missouri State University that the university recognize Dr. Wynn’s many years of service to the intercollegiate athletics programs at Missouri State University by naming the achievement center in the Forsythe Athletics Center as follows:

The Mary Jo Wynn Academic Achievement Center

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

VOTE: AYE _____
 NAY _____

July 30, 2014

**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 13	2,901	\$237,549	198	\$695,122	3,099	\$932,671	33,410	\$6,655,406	FY 13
	FY 14	3,585	\$211,696	144	\$570,857	3,729	\$782,553	38,649	\$7,124,033	FY 14
Special Campaigns	FY 13	30	\$5,754	20	\$371,266	50	\$377,020	1,392	\$5,027,794	FY 13
	FY 14	31	\$3,615	11	\$1,625,775	42	\$1,629,390	1,420	\$7,300,339	FY 14
One Time Gifts	FY 13	0	\$0	3	\$165,955	3	\$165,955	127	\$4,974,104	FY 13
	FY 14	0	\$0	20	\$449,656	20	\$449,656	128	\$3,953,593	FY 14
TOTALS	FY 13	2,931	\$243,303	221	\$1,232,343	3,152	\$1,475,646	34,929	\$16,657,304	FY 13
	FY 14	3,616	\$215,311	175	\$2,646,288	3,791	\$2,861,599	40,197	\$18,377,965	FY 14

MISSOURI STATE UNIVERSITY FOUNDATION
 INCOME SUMMARY TOTALS BY TYPE AND SOURCE
 07/01/2013 TO 6/30/2014

SOURCE	UNRESTRICTED CURRENT	RESTRICTED CURRENT	ENDOWMENT	GIFTS OF PROPERTY	TOTAL 7/1/2013 TO 6/30/2014	TOTAL 7/1/2012 TO 6/30/2013
G I F T S						
ALUMNI	\$124,974	\$2,421,115	\$521,934	\$49,626	\$3,117,649	\$3,664,877
FRIENDS	6,525	3,557,511	1,214,140	611,908	\$5,390,084	5,619,285
PARENTS	7,353	133,041	4,646	2,521	\$147,560	145,100
FOUNDATIONS	3,200	849,168	55,326	87	\$907,781	775,429
ORGANIZATIONS	250	1,409,490	1,517,363	117,837	\$3,044,941	870,425
BUSINESSES	26,725	3,930,284	147,150	1,665,791	\$5,769,949	5,582,188
GIFT TOTAL	<u>\$169,027</u>	<u>\$12,300,609</u>	<u>\$3,460,559</u>	<u>\$2,447,770</u>	<u>\$18,377,965</u>	<u>\$16,657,304</u>

	NUMBER OF DONORS 7/1/2013 TO 6/30/2014	NUMBER OF DONORS 7/1/2012 TO 6/30/2013
ALUMNI	7,059	7,043
FRIENDS	11,091	11,173
PARENTS	1,668	1,566
FOUNDATIONS	57	55
ORGANIZATIONS	143	130
BUSINESSES	1,123	1,103
TOTAL	<u>21,141</u>	<u>21,070</u>

VII.

RECOMMENDED ACTION - Resolution authorizing closed meeting

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

BE IT RESOLVED by the Board of Governors for the Missouri State University that a closed meeting, with closed records and closed vote, be held immediately following this regular meeting of the Board of Governors to consider items pursuant to

- A. R.S.Mo. 610.021(1). "Legal actions, causes of action, or litigation involving a public governmental body..."
- B. R.S.Mo. 610.021(2). "Leasing, purchase or sale of real estate by a public governmental body..."
- C. R.S.Mo. 610.021(3). "Hiring, firing, disciplining or promoting of particular employees by a public governmental body..."
- D. R.S.Mo. 610.021(6). "Scholastic probation, expulsion, or graduation of identifiable individuals..."
- E. R.S.Mo. 610.021(9). "Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups;"
- F. R.S. Mo. 610.021(11) and (12). "Specifications for competitive bidding...;" and "Sealed bids and related documents...;"
- G. R.S.Mo. 610.021(13). "Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment,..."
- H. R.S.Mo. 610.021(14). "Records which are protected from disclosure by law;" and
- I. R.S.Mo. 610.021(17). "Confidential or privileged communications between a public governmental body and its auditor,...."

VOTE: ___ AYE

___ NAY