

**Board of Governors' Meeting**  
**Magnolia Room, West Plains Civic Center**  
**Friday, 6/26/2015**  
**1:00 - 5:00 PM CT**

**I. Roll Call**

**II. Approval of Minutes**

**A. Approval of Minutes of Open and Closed Regular Meetings of May 14, 2015**

*II.A. minutes.may142015open - Page 5*

**III. Consent Agenda**

**A. President**

**1. Approval of Employment Agreement for Justin M. Kramer as Assistant Coach for Football**

*III.A.1. Assistant Coach - Justin M Kramer - Page 14*

**2. Approval of replacement of Employment Agreement for Head Women's Basketball Coach Kellie Harper**

*III.A.2. Kellie Harper replacement agreement - Page 17*

**3. Approval of FY2015-2016 Employment Agreements for Athletics Administrators and Coaches**

*III.A.3. Athletics Contracts for FY2015-2016 with attached Exhibits 1 - 46 - Page 34*

**4. Approval of the revision of the compensation package for Dr. Drew Bennett as Chancellor of the West Plains Campus**

*III.A.4. Bennett compensation package revision - Page 81*

**5. Approval of replacement of Employment Agreement for Head Baseball Coach Keith Guttin**

*III.A.5. Resolution with Employment Agreement - Keith Guttin - June 2015 - Page 84*

**B. Academic Affairs**

**1. Faculty Handbook Revision Proposed Changes, Handbook Sections 4.2.3.2; 5.8.5.9 and 14.3; 4.7.2 and 4.7.3.1; 4.5.1.2; 4.5.1.3; 6.10**

*III.B.1. Faculty Handbook Revision Proposed Changes 6.26.15 - Page 100*

**C. West Plains Campus**

**1. Approval of Activity Report**

*III.C.1. WPC Approval of Activity Report.6.26.15 - Page 103*

**2. Approval of Purchasing Activity Report**

*III.C.2. WPC Approval of Purchasing Activity Report.6.26.15 - Page 105*

**3. Approval of Actions Concerning Academic Employees**

*III.C.3. WPC Approval of Actions Concerning Academic Employees.6.26.15doc - Page 107*

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

*III.C.4. WPC Approval of Actions Concerning Non-Academic Employees.6.26.15 - Page 112*

**D. Purchases/Contracts**

**1. Approval of Procurement Activity Report**

*III.D.1. Procurement Activity Report.6.26.15 - Page 113*

**E. Financial**

**1. Approval of Rental Rates for Space in the Kenneth E. Meyer Alumni Center for Various Departments and University-related Offices**

*III.E.1. Resolution and Lease re Meyer Alumni Center for 2015-16 - Page 123*

**2. Approval of FY16 Additional Fringe Benefits to be Funded by Missouri State University or the Missouri State University Foundation**

*III.E.2. FY16 Additional Fringe Benefits - Page 142*

**3. Approval of Naming of the Betty and Bobby Allison Fun Field**

*III.E.3. Resolution to name the Betty Bobby Allison Fun Field - Page 145*

**4. Approval of Revision to G1.32 State Appropriation Allocation Formula for Springfield and West Plains Campuses Policy**

*III.E.4. Revised Appropriation Allocation June 2015 - Page 146*

**F. Facilities and Equipment**

**1. Approval of Activity Report for the Month of April 2015**

*III.F.1. April 2015 Activity Report - Page 148*

**2. Approval of Activity Report for the Month of May 2015**

*III.F.2. May 2015 Activity Report - Page 155*

**3. Approval of proposals and award of a contract for the FY16 Job Order Contracting Services – Electrical Repair and Replacement**

*III.F.3. Job Order Contracting - FY16 Electrical - Page 160*

**4. Approval of proposals and award of a contract for the FY16 Job Order Contracting Services – Plumbing Repair and Replacement**

*III.F.4. Job Order Contracting - FY16 Plumbing - Page 161*

**5. Approval of proposals and award of a contract for the FY16 Job Order Contracting Services Job Order Contract Services – Insulation Repair and Replacement**

*III.F.5. Job Order Contracting - FY16 Insulation - Page 162*

**6. Approval to increase the total annual expenditure for the remaining renewals available for the FY14 Job Order Contracting Services contract**

*III.F.6. JOCS Annual Expenditure Increase docx - Page 163*

**7. Approval of a resolution granting a water line easement to the City of Springfield, Missouri for use by the Board of Public Utilities of Springfield, Missouri in providing water service to the neighboring property owned by the Springfield-Greene County**

*III.F.7. Darr Water Line Easement - Page 164*

**8. Approval of Apartment Lease Agreement for International Student and Faculty Housing with Bryan Properties, LLC**

*III.F.8. Bryan Properties Lease Agreement - Page 170*

**9. Approval of First Addendum to Commercial Lease with Ozarks Technical Community College for General Classroom and Support Space in Lebanon, Missouri**

*III.F.9. OTC-Lebanon - First Addendum - Page 177*

**10. Approval of Amendment to Modify Contract for United States Postal Service (USPS) Contract Postal Unit at Missouri State University**

*III.F.10. Modification of USPS Contract - Page 203*

**11. Approval of Apartment Lease Contract for International Faculty Housing with Jefferson Avenue Apartments, LLC**

*III.F.11. MSU Apartment Documents for The Jefferson - Page 219*

**G. Human Resources**

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

*III.G.1. HR Academic 6.26.15 - Page 244*

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

*III.G.2. HR Non-academic 6.26.15 - Page 287*

**3. Approval of Salary Adjustments for Academic faculty effective July 1, 2015**

*III.G.3. FY16 Academic 12-month effective 8.1.15 - Page 300*

**4. Approval of Salary Adjustments for Academic Faculty effective August 1, 2014**

*III.G.4. FY16 Academic 9-month effective 7.1.15 - Page 303*

**5. Approval of Salary Adjustments for Non-academic Executive, Managerial, Administrative, Professional and Non-exempt Staff effective July 1, 2015**

*III.G.5. FY16 Non-Academic Staff - Page 318*

**6. Approval of Salary Adjustments for Non-academic Professional Staff effective August 1, 2015**

*III.G.6. FY16 Professional Staff - Page 346*

#### **IV. President's Report**

##### **A. President Clif Smart's report will include updates and comments on the following topics:**

*IV.A. President 6.26.15 - Page 347*

###### **1. Welcome to West Plains**

###### **2. Next Meeting: July 30 Retreat**

###### **3. Review of Significant Events**

###### **4. Approval of Fiscal Year 2016 Internal Operating Budget**

*IV.A.4. FY16 internal operating budget resolution.6.26.15 - Page 348*

###### **5. Preview of Updates on 2014-15 Board Discussion Topics (Faculty Research, Broadcast Services, Public Safety)**

#### **V. Research and Economic Development (written reports only)**

##### **A. Report from the Vice President for Research and Economic Development & International Programs – Vice President Jim Baker will provide the following written reports:**

###### **1. Research Report**

*V.A.1. Research Administration Activity Through May - Page 349*

###### **2. International Programs Report**

*V.A.2. International Programs Report - Page 353*

#### **VI. Diversity and Inclusion (written report only)**

##### **A. Report from the Vice President for Diversity and Inclusion – Vice President Ken Coopwood will provide a written report regarding activities in the Division for Diversity and Inclusion**

*VI.A. BOG VPDI report June 2015 - Page 355*

#### **VII. West Plains Campus**

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

*VII.A. Chancellor's Report 6.26.15 - Page 357*

##### **B. Report from the West Plains Faculty Senate**

##### **C. Report from the West Plains Staff Senate**

##### **D. Report from the West Plains Student Government Association**

##### **E. Faculty Spotlight**

#### **VIII. Student Affairs**

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

*VIII.A. SGA Report - Page 358*

##### **B. Student Affairs Report (written report only) – Vice President for Student Affairs Dee Siscoe will provide a written report regarding activities in the Division of Student Affairs**

*VIII.B. Student Affairs Report-June - Page 359*

#### **IX. Marketing and Communications (written report only)**

##### **A. Marketing and Communications Report – Vice President for Marketing and Communications Suzanne Shaw will provide a written report regarding activities in the Division of Marketing and Communications**

*IX.A. Marketing and Communications report.6.26.15 - Page 361*

#### **X. Staff Senate**

##### **A. Staff Senate Report**

*X.A. Staff Senate Report - Page 363*

#### **XI. Financial**

##### **A. Development Report (written report only) – Vice President for University Advancement Brent Dunn will provide a written report from the MSU Foundation**

*XI.A. Development Report 6.26.15 - Page 364*

##### **B. Approval of Resolution Authorizing the Borrowing by MSU of the Proceeds of an Issue of Educational Facilities Revenue Bonds, Series 2015, in an Aggregate Principal Amount Not to Exceed \$20,000,000 of the Mo. Health and Educational Facilities Authority**

*XI.B. Resolution - Bd of Governors - Mohefa Bonds (2015) v3 - Page 366*

XI.B.1. POS - MoHEFA v2 - Page 370

XI.B.2. Appendix A v2 - Page 405

**XII. Facilities and Equipment**

**A. Approval of FY17 Capital Appropriations Request**

*XII.A. FY17 Capital Appropriations Request - Page 430*

**XIII. Unfinished Business**

**XIV. New Business**

**A. Approval of Replacement Agreement with Learfield Communications, Inc. for Multi-Media Rights**

*XIV.A. Learfield Replacement Agreement - Page 432*

**B. Update on 2014-15 Discussion Topics: Faculty Research, Broadcast Services, and Public Safety**

*XIV.B. June 2015 Discussion Topics Update - Page 494*

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

*XV. Closed Meeting Resolution - Page 495*

**XVI. Adjournment**

**XVII. Date of Next Meeting: Thursday, July 30, 2015, 8:30 a.m., Shealy Conference Center, Fair Grove, Missouri**

MINUTES OF THE BOARD OF GOVERNORS  
MISSOURI STATE UNIVERSITY  
MAY 14, 2015

**1. Roll Call**

Present- Mr. Joe Carmichael, Governor  
Mr. Caleb Doyle, Student Governor  
Ms. Virginia Fry, Governor  
Dr. Peter Hofherr, Vice Chair  
Mr. Stephen B. Hoven, Chair  
Mr. Orvin Kimbrough, Governor (by conference call at 1:40 p.m.)  
Ms. Beverly Miller, Governor  
Mr. Kendall Seal, Governor  
Ms. Carrie Tergin, Governor

Also

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

**2. Presiding** --- The presiding officer for the meeting was Mr. Stephen B. Hoven, Chair of the Board of Governors. He called the meeting to order at 1:00 p.m. in the Traywick Parliamentary Room in the Plaster Student Union on the campus of Missouri State University in Springfield, Missouri.

**3. Approval of Board of Governors' Meeting Minutes** --- Mr. Hoven mentioned that the first item of business was the approval of the minutes for the open and closed meetings of February 6, 2015. Ms. Tergin so moved, receiving the second of Ms. Fry.

Motion passed 7-0.

He then asked for the approval of the minutes for the open meeting of March 12-13, 2015, and the closed meeting of March 13, 2015. Ms. Fry so moved, receiving the second of Mr. Carmichael.

Motion passed 7-0.

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

President

Approval of employment contracts for Kevin P. Dunn as Assistant Coach for Volleyball and Matthew W. Sligh as Assistant Coach for Men's Basketball (Human Resources No. 1483-15).

West Plains Campus

Approval of Activity Report dated May 14, 2015 (West Plains Campus Activity Report No. 110-15).

Approval of actions concerning West Plains Campus academic employees (West Plains Campus Personnel No. 375-15).

Approval of actions concerning West Plains Campus non-academic employees (West Plains Campus Personnel No. 376-15).

Approval of Fiscal Year 2016 Salary and Benefits Overview for Missouri State University-West Plains Coaches (West Plains Campus Personnel No. 377-15).

Approval of Expenditures to Implement Student-Approved Capital Projects (West Plains Campus Purchase Approval 48-15).

Approval of revised Memorandum of Understanding and approval to enter into an agreement with the West Plains R-7 School District (West Plains Campus Agreement No. 39-15).

Approval of name change for the Associate of Applied Science in Respiratory Therapy degree/program to Associate of Applied Science in Respiratory Care degree/program (West Plains Campus Curriculum 73-15).

Approval of Memorandum of Understanding and approval to enter into an agreement with the South Central Career Center, West Plains, Missouri, for culinary arts courses (West Plains Campus Agreement No. 40-15).

Approval of Memorandum of Understanding and approval to enter into an agreement with the South Central Career Center, West Plains, Missouri, for manufacturing technology courses (West Plains Campus Agreement No. 41-15).

Springfield Campus Purchases/Contracts

Approval of Procurement Activity Report for the period January 21, 2015, through April 28, 2015 (Purchasing Activity Report No. 419-15).

Approval of revisions to the 2015-2016 Fee Schedule (Fees No. 146-15).

### Facilities and Equipment

Approval of Activity Report for the month of January 2015 (Activity Report No. 266-15).

Approval of Activity Report for the month of February 2015 (Activity Report No. 267-15).

Approval of Activity Report for the month of March 2015 (Activity Report No. 268-15).

The computer complex, Room 437, Glass Hall (Bids & Quotations No. 1493-15); Hovey Homes, LLC, low bid of \$81,900; total project budget set at \$114,400.

Approval of a resolution granting a license agreement with the Missouri State University Foundation to allow the installation of new playground equipment to serve the Child Development Center at the Professional Building (Agreement No. 354-15).

### Student Affairs

Approval of Wyrick expenditures passed by student vote April 2015 to be implemented in FY 2016 (Purchase Approval No. 136-15).

### Human Resources Items

Actions concerning academic employees (Human Resources No. 1484-15).

Actions concerning non-academic employees (Human Resources No. 1485-15).

Dr. Hofherr made a motion to approve the Consent Agenda, receiving a second from Mr. Carmichael.

Motion passed 7-0.

5. **President's Report** --- President Clif Smart began his report by welcoming everyone to commencement weekend at Missouri State. He stated that in the three commencement ceremonies tomorrow, we will graduate 2,416 students on the Springfield campus, including 1,885 students with undergraduate degrees and 531 with graduate degrees, 41 of which are doctorates. On Saturday, 280 students will graduate with associate degrees on the West Plains campus.

President Smart then asked Dr. Chris Craig, Associate Provost, to introduce our faculty highlight. Dr. Craig first informed the Board of a new program that has been on our campus for about 2 ½ years – a Grow-Your-Own program. This is a loan-forgiveness program that is highly selective – there are only two individuals in the program right now. This program is to identify a talented instructor in our university community, to invest in that person to further their education, and have that person become a tenure-track faculty member in their department. He asked Ms. Judith Martinez, Instructor in Modern and Classical Languages, to say a few words about the program. Ms. Martinez remarked that she is very fortunate to be in this program and it has been very tough to have a full-time job and be a full-time student in a PhD program. She has received tremendous support from her department head, her dean, the university administration, and the University of Arkansas.

President Smart next gave a report on the University's legislative priorities. He indicated that we had three priorities this year: 1) receive an increase in our core operating appropriation; 2) receive a re-appropriation of our \$1.325 million line item for the occupational therapy and allied health programs; and 3) receive a capital appropriation through the issuance of general revenue bonds for four maintenance and repair projects: Ellis Hall, Hill Hall, Missouri Hall in West Plains, and life safety improvements in West Plains. We have achieved all three goals. First, the average appropriation increase of all public universities is 1.3% - our increase is 1.5% because of the first-time use of an equity component and because we met all of our performance measures. Second, the legislature did re-appropriate our \$1.325 million line item for the occupational therapy program in Springfield and allied health programs in West Plains. Thirdly, regarding capital appropriations, early last week Governor Jay Nixon released \$2.25 million that had been appropriated last year for the Davis Harrington Welcome Center. Then, the legislature passed a series of bonding bills that include \$18.9 million for our four maintenance and repair projects. He thanked two legislators for their efforts to make this happen - Senator Mike Parson and Representative Lincoln Hough. He introduced Representative Hough, who was in attendance at the meeting. President Smart also acknowledged the outstanding work of Ryan DeBoef, Chief of Staff, who did a great job coordinating our advocacy efforts in Jefferson City.

President Smart ended his report by presenting a resolution (Awards No. 62-15) approving former Missouri State University employees to be added to the Wall of Fame. The 2015 recommendations are: Dr. Ronald Bottin; Dr. Dominic Capecci, Jr.; Dr. Mona Casady Niewald; Dr. Curtis Lawrence; and Mr. William (Bill) Rowe, Jr. Moved and seconded respectively, by Ms. Miller and Ms. Tergin.

Motion passed 7-0.

**6. Academic Affairs:**

**a. Faculty Senate Report** --- Dr. Stephen McIntyre, former Chairperson of the Faculty Senate, reported on the 2014 Faculty Morale Survey. He commented that there is increased faculty satisfaction in most areas when compared to recent past surveys. He also reported that since his report to the Board in February, the Faculty Senate has approved seven new curricular proposals including a new Interdisciplinary Sustainability minor. Dr. Sharmistha Self, new Chairperson of the Faculty Senate, next reported the Senate unanimously passed an action supporting the transformation of the pen and paper curricular process to an electronic process. This can be accomplished using the Banner system already on campus.

**b. Report from Provost** --- Dr. Craig, with assistance from Dr. Julie Masterson, Associate Provost and Dean of the Graduate College, first presented a resolution of appreciation for Dr. Stephen McIntyre's exemplary service as Chair of the Faculty Senate for the 2014-2015 academic year. Moved and seconded, respectively, by Mr. Carmichael and Ms. Fry.



Motion passed 7-0.

He then named the recipients of the Missouri State University Foundation Awards for Excellence in Teaching, Research, and Service for 2015, some of whom were present:

Teaching – John Chuchiak (History); David Romano (Political Science).

Research – Kartik Ghosh (Physics, Astronomy, and Materials Science); Sharmistha Self (Economics).

Service – Jill Black (Geography, Geology, and Planning); Matthew Pierson (Engineering).

Dr. Rachelle Darabi, Associate Provost for Student Development & Public Affairs then presented a resolution (Awards No. 63-15) naming the Excellence in Public Affairs Faculty and Staff award recipients. Faculty award winners were Christopher Barnhart, Keri Franklin, and Renee Moore, and Staff award winners were Isaac Balasundaram and Lisa McEowen. Moved and seconded, respectively, by Mr. Kimbrough and Dr. Hofherr

Motion passed 8-0.

Dr. Darabi then introduced each of the award winners. Governors Caleb Doyle, Virginia Fry, and Kendall Seal assisted Dr. Darabi with the award presentations.

Dr. Kurt Heinlein, Chair of the eleventh annual Public Affairs Conference, next reported on the success of this year's conference which had the theme – *Ethical Citizen – Can You Make a Difference?* This was the second time he has chaired this conference. This year's attendance was a record – just under 5,600. He saw an increase in faculty and student involvement this year.

7. **West Plains Campus** --- Dr. Drew Bennett, Chancellor of the West Plains Campus, first reported that they have received pledges for a third professorship on the West Plains Campus. He then presented the following resolutions for the Board's consideration:

Revisions to the *Missouri State University-West Plains Faculty Handbook* from the Septennial Review process (West Plains Campus Faculty Policies No. 15-15).

Revisions to the *Missouri State University-West Plains Faculty Handbook By-Laws*, concerning Article I, Section 2; Article I, Section 6, Item 1 – D; Article I, Section 6, Item F; and Article I, Section 6, Item K of the recently revised edition. (West Plains Campus Faculty Policies No. 16-15).

Motion to approve the two resolutions was offered by Dr. Hofherr with the second being provided by Ms. Tergin.

Motion passed 8-0.

**8. Student Affairs:**

- a. Report from Student Body President** --- Mr. Jordan McGee, former Student Body President, reported that SGA made great strides this year, particularly in the areas of sustainability, school spirit and traditions, combatting sexual assault, and discussions on diversity & inclusion. More work needs to be done, but he is happy with setting a strong foundation for future years to come. Ms. Ashley Crisafulli, newly elected Student Body President, first reported on some activities of the West Plains Student Government Association. She is very excited about the upcoming year, and some of the items they will focus on include: a) working with athletics and traditions to raise our profile; b) continuing with sustainability efforts; and c) addressing the climate study.
- b. Commendations** --- Dr. Dee Siscoe, Vice President for Student Affairs, first presented a resolution to commend Jordan McGee as Student Body president from May 2014 through May 2015. Moved by Mr. Carmichael and seconded by Dr. Hofherr.

Motion passed 8-0.

Dr. Siscoe then presented a resolution to commend Addison Reed for outstanding service as Student Body Vice President from May 2014 through May 2015. Moved and seconded, respectively, by Ms. Tergin and Ms. Miller.

Motion passed 8-0.

- 9. Staff Senate** --- Mr. Scott Fiedler, Staff Senate Chair, reported on some of their ongoing projects. Next fall, the Staff Senate will have a Staff Satisfaction Survey which will be completed every two years by staff. Ms. Brenda Stewart, a member of Staff Senate, next described a new program on campus that she came up with where a department which has office supplies that are not going to be used could post this information on a blog letting other departments know of the availability of these free supplies.

Mr. Ken McClure, Vice President for Administrative and Information Services, presented a resolution to commend Mr. Fiedler for his outstanding service as Staff Senate Chair for 2014-2015. Moved by Dr. Hofherr and seconded by Ms. Fry.

Motion passed 8-0.

**10. New Business:**

- a. AGB Conference Report** --- Mr. Hoven next reported on the recent Association of Governing Boards (AGB) conference that he attended along with President Smart and Dr. Hofherr. He commented that he could tell by some of the questions at the conference that we are very fortunate – our board members work together, respect each other, and care for what is in the best interest of the university. He added one comment that he heard was that “boards need to understand that traditional solutions to financial issues may not suffice.” Although we are experiencing great growth right now, we need to continue to monitor our financial condition and look for ways to do things better. He also observed

how important it is to have an agreed-upon strategic direction. He is very pleased at the administration's efforts in this regard – with the current Visioning project leading to the next long-range plan.

- b. Discussion on Campus Diversity Climate Study** --- President Smart first gave a little history prior to the recent climate study. Soon after Dr. Michael Nietzel became university president in 2005, he created a President's Commission for Diversity with goals to address current campus diversity issues and develop strategies for improving campus diversity and inclusion. Many recommendations were implemented with the most important result being the hiring of a chief diversity officer. In 2008, Missouri State University was one of four universities that participated in a research project of Dr. Paula Caplan, of Harvard University, titled "The Voices of Diversity," and we were the only university that allowed Dr. Caplan to use our name publicly. Sixty university students participated in this research project. Dr. Caplan found that at Missouri State: 1) about half of the students felt they connected to the college and off-campus community and felt as though they fit on campus; 2) approximately 20% indicated that they had experienced discriminatory practices on campus; and 3) about 60% felt there was racial discrimination on campus even though most had not personally experienced it. The University took numerous actions to improve the campus climate for diverse students.

President Smart then stated that about two years ago, it was time to see what impact these efforts had on our campus climate. We retained Diversity Works, Inc., from Champaign, Illinois, to facilitate a climate study of Missouri State. Dr. Ken Coopwood, current Vice President for Diversity and Inclusion, advocated for this project and supervised its completion. Study participants included a large number of students, faculty, staff and administrators. A large majority of participants indicated that our campus is an inclusive environment. The overall percentage of experiences of discrimination, harassment, hostile environment, and retaliation was about 10%. However, members of minority groups were more likely to see Missouri State as not being inclusive or to indicate that they had experienced some form of discrimination. However, it is encouraging to see that almost two-thirds of LGBTQ participants perceived the University as a "safe haven" compared to the larger Springfield community. Looking at just students, those who identify as a member of a minority group were more likely than other students to indicate that they experienced a non-inclusive campus environment at Missouri State. To sum up the report, President Smart said we have made progress since 2005, but we still have work to do. Our contacts at Diversity Works have indicated that the findings in Missouri State's climate study are very similar to findings at other universities.

President Smart next summarized our responses to the climate study. Before we added new diversity initiatives, we compiled a seventeen-page listing of diversity programs and activities occurring at the university this past year. We may not be communicating the availability of these programs as well as we could. An issue we are looking at is faculty and staff competence to engage students in sensitive conversations about race and other diversity issues. We have retained Drs. Ed and Mya Hubbard, consultants specializing in diversity analytics, to provide a public presentation and to conduct training. As far as recruiting a more diverse student population, we have had great success with this over the

last four years and we anticipate further progress on this matter this coming fall based on our enrollment-tracking system. President Smart added that we have begun the process of developing long-term plans for improving our campus climate. The visioning task force is completing its work on diversity and that work will also be factored into the upcoming long-range planning process. President Smart concluded his remarks by stating that we must continue to focus on diversity because it is critical to our students' academic experience and future success. It is also important for our faculty and staff work environments. He remarked that there is a business case for diversity.

A discussion was then held among the Board members and those in attendance at the meeting. Some important themes from this discussion were: a) the need to stress personal accountability to our students; b) it is essential that we continue the conversation of inclusion - this cannot be perceived as a chore that can be checked off; c) the University has been and needs to continue to be the lead voice in discussing and working with diversity issues throughout the Springfield community; d) student diversity training teams will be made accessible to other student groups as peer-to-peer training is more comfortable; and e) all areas of the university need to give students many different opportunities for becoming engaged on campus. President Smart ended the discussion by acknowledging Dr. Coopwood for pushing us down the road to the conclusion of this project – we now have good data; we are making progress; and, our students, faculty, and staff are engaged in these conversations and want to take ownership of their own respective parts of the discussion.

- 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 the State of Missouri. Mr. Hoven asked if a resolution authorizing a closed meeting of the Board was prepared. Thereupon, the following resolution was presented for consideration:

BE IT RESOLVED by the Board of Governors for Missouri State University that a closed meeting, with closed records and closed vote, be held immediately following this May 14, 2015, meeting of the Board of Governors to consider items of business pursuant to:

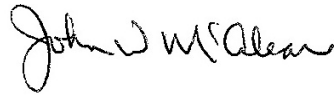
- a. R.S.Mo. 610.021 (1). "...any confidential or privileged communications between a public governmental body or its representatives and its attorneys..."
- b. R.S.Mo. 610.021(12). "...documents related to a negotiated contract until a contract is executed..."

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

A roll call vote was taken: those voting in favor – Governors Carmichael, Fry, Hofherr, Hoven, Kimbrough, Miller, Seal, and Tergin; those voting against – none.

Mr. Hoven declared the resolution passed unanimously.

12. **Date of Next Meeting** --- The date of the next regularly scheduled meeting was set for Friday, June 26, 2015, at 1:00 p.m., West Plains Civic Center.
13. **Adjournment**--- Mr. Hoven adjourned the meeting at 3:50 p.m., on the motion of Ms. Tergin, the second of Dr. Hofherr, and the unanimous vote of the Board.



John W. McAlear  
Secretary

III.A.1.

**RECOMMENDED ACTION – Approval of employment agreement for Justin M. Kramer as Assistant Coach for Football.**

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

**WHEREAS**, the University desires to employ Justin M. Kramer as Missouri State University’s Assistant Coach for Football, and Mr. Kramer desires to accept such employment; and

**WHEREAS**, an Athletics Employment Agreement is attached hereto and incorporated by reference as Exhibit A; and

**WHEREAS**, Justin M. Kramer has read and agreed to the Athletics Employment Agreement Terms and Conditions – Assistant/Associate Coach (2/28/2013) which is attached hereto and incorporated by reference as Exhibit B.

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

**VOTE:**      **AYE** \_\_\_\_\_

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

**COMMENT:** Attached is the Athletics Employment Agreement – Assistant Coach for: Justin M. Kramer as Exhibit A. Athletics Employment Agreement Terms and Conditions are attached as Exhibit B.

The above referenced agreement expires January 31, 2016.



# 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:** Justin M. Kramer

**Position:** Assistant Coach

**Sport:** Football

**Term:** May 11, 2015 - January 31, 2016

**Compensation:** \$40,000 annually

**Achievement Payments:**

\$1000 for regular season conference championship or regular season conference co-championship in football; and \$700 for each game played in the NCAA FCS football playoffs.

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

**Temporary Housing:** The University agrees to provide Mr. Kramer and his household with temporary housing for up to four (4) weeks, upon his relocation to Springfield, Missouri. The University shall be responsible for making the temporary housing arrangements on Mr. Kramer’s behalf.

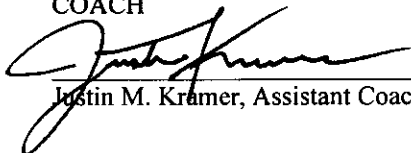
**Other Benefits and Incentives:**

Coach may participate in camps and/or clinics.

Coach shall receive 4 tickets to all home football games at no cost

Shall have use of one (1) automobile pursuant to an agreement with the University

COACH

  
Justin M. Kramer, Assistant Coach

MISSOURI STATE UNIVERSITY

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

5/11/15

\_\_\_\_\_  
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 “atwill” such that either party may terminate this Agreement, with or without cause, in its sole discretion, at any time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



III.A.2.

**RECOMMENDED ACTION –Approval of replacement of Employment Agreement for Head Women’s Basketball Coach Kellie Harper.**

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

**WHEREAS**, the University desires to extend its employment relationship with Kellie Harper as its Head Women’s Basketball Coach; and

**WHEREAS**, the University desires to increase Coach Harper’s annual guaranteed compensation by \$10,000 in recognition and consideration of her success during the 2014-15 basketball season; and

**WHEREAS**, the University desires to restructure Coach Harper’s base salary to include two (2) existing guaranteed salary components (i.e., \$30,000 for participation in a coach’s television show and \$30,000 for participation in a coach’s radio show) therein; and

**WHEREAS**, the University and Coach Harper have agreed to a replacement Employment Agreement and the terms are set forth, attached, and incorporated herein by reference.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Governors of Missouri State University hereby approves the replacement Employment Agreement for Head Women’s Basketball Coach Kellie Harper, under the terms set forth herein and attached hereto.

**VOTE:**        **AYE** \_\_\_\_\_

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

**Comments:** The major provisions of the replacement Employment Agreement are as follows:

- Extends her current employment term through April 14, 2020;
- Increases her annual salary by \$10,000
- Adds to her base salary two (2) other existing guaranteed salary components for participating in a coach’s television show (\$30,000/yr.) and a coach’s radio show (\$30,000/yr.).

<b>Guaranteed Compensation</b>	<b>Existing Agreement</b>	<b>Proposed Agreement</b>
Base Salary	\$160,000	\$230,000
Television Show	\$30,000	Included in Base Salary
Radio Show	\$30,000	Included in Base Salary
<b>TOTAL GUARANTEED COMPENSATION</b>	\$220,000	\$230,000

## **EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered by and between the Board of Governors of **MISSOURI STATE UNIVERSITY**, Springfield, Missouri, (“University”) and Kellie Harper (hereinafter, “Coach Harper” or “Coach”), and is effective as of July 1, 2015 (“Effective Date”).

WITNESSETH:

**WHEREAS**, Coach Harper has been employed by University as its Head Women’s Basketball Coach since on or about April 10, 2013, pursuant to an Employment Contract that was effective as of April 15, 2013 (“Prior Agreement”);

**WHEREAS**, on April 15, 2014, the parties amended the Prior Agreement so as to increase Coach Harper’s compensation and the length of her current term of employment (“First Amendment”);

**WHEREAS**, the parties desire to again restructure the terms of Coach Harper’s employment (specifically, those terms pertaining to compensation and term duration) as further described herein; and

**WHEREAS**, this Agreement terminates, supersedes, and replaces the Prior Agreement as of the Effective Date first indicated above.

**NOW, THEREFORE**, in consideration of the promises, covenants, and agreements herein set forth, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto covenant and agree as follows:

**1. Term of Employment**

The University does hereby employ Coach Harper for a term from July 1, 2015, through April 14, 2020 as its Head Women’s Basketball Coach, subject to renewal, cancellation

or termination, on the terms and conditions hereinafter provided. The parties agree to review the terms and conditions of the Agreement after the 2015-2016 season.

## 2. Duties

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

- (a) **Head Women's Basketball Coach.** Coach Harper shall serve the University as its Head Women's Basketball Coach, and shall at all times devote her whole time, attention, and energies to the conduct and coaching of the intercollegiate women's basketball program on behalf of the University, and to the administration and management of her coaching staff, and shall do and perform all services, acts, and things connected therewith as the Director of Athletics for the University shall from time-to-time direct, which are of a nature customarily and properly belonging to the duties of a Head Women's Basketball Coach at a college or university.
- (b) **Television Show.** During each year of the Agreement, and commencing on July 1, 2015, as part of Coach Harper's required duties, Coach Harper shall participate in a television show called the "Kellie Harper Basketball Show" or similar (the "TV Show") to promote the good will of the University and publicize its programs. In participating in the TV Show, Coach Harper will not engage in conduct that does not well represent the University or the media outlet.
- (c) **Radio Show and Coach's Call-In Show.** During each year of the Agreement, and commencing on July 1, 2015, Coach Harper shall participate in a radio show with Missouri State University's Sports Radio Network called the "Before and

After Game Show” or similar (the “Radio Show”) to promote the good will of the University and publicize its programs. In participating in the Radio Show, Coach Harper will not engage in conduct that does not well represent the University or the media outlet.

- (d) **Other Activities Permitted.** Notwithstanding any other language in the Agreement, including the foregoing provisions in Section 2, Coach Harper shall be permitted to conduct summer basketball camps or clinics for her sole benefit as further described herein. In addition, Coach Harper shall be permitted to earn additional outside income through promotional endorsements and contracts, speaking engagements, and other third party opportunities so long as such activities are not inconsistent with the Agreement, or NCAA regulations, and with the prior written approval of the Director of Athletics, such approval not to be unreasonably withheld.

**3. Compensation**

Effective July 1, 2015, the University shall pay Coach Harper the following compensation:

- (a) **Base Salary.** On an annual basis, University shall pay Coach Harper Two Hundred Thirty Thousand Dollars (\$230,000.00) (i.e., \$19,166.67 per month, base monthly rate, before withholdings) (“Base Salary”). For the duration of the Agreement, Coach Harper’s Base Salary shall be subject to any and all across-the-board salary increases provided to University’s other employees, including any across-the-board salary increases provided effective July 1, 2015.

- (b) **Payment Via University's Standard Payroll Procedure.** Coach Harper's salary shall be paid in equal sums at such intervals as University has established for its payroll procedure, less applicable taxes and withholdings.
- (c) **Base Salary as Total Guaranteed Compensation.** The compensation specified in Section 3(a) represents the total guaranteed compensation due and owing Coach Harper in consideration of her: (i) duties as University's Head Women's Basketball Coach, (ii) TV Show duties, as specified in Section 2(b); (iii) Radio Show duties, as specified in Section 2(c); and (iv) for attending University alumni/fundraising events as requested.
- (d) **Eligibility for Incentive Payments.** Coach Harper shall be eligible for additional incentive payments as specified in Section 6.

**4. Fringe Benefits and Privileges**

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

**5. Basketball Camp(s)**

University acknowledges that it is in the interest of the University to have a women's basketball camp(s) during the summer. In this regard, Coach Harper may conduct annual basketball camp(s), and if so for her own benefit, and the University shall make available

University facilities for that purpose, subject to the following provisions as long as the Agreement remains in effect and is not canceled or terminated.

- (a) **University Fee Per Camp Enrollee.** Coach Harper agrees to pay the University \$5 per person for each camp enrollee up to a maximum of 1,000 camp enrollees for the summers of 2015 and 2016 for the rental of Hammons Student Center. For the remaining years of the Agreement, Coach Harper agrees to increase the per person rate to a maximum of \$10 per person, if so requested by the University, and the University will give notice of any requested increase by December 31 prior to the summer the increase will be effective.
- (b) **Insurance Obligations.** Coach Harper agrees to secure commercial general liability insurance to cover the operation of the camp. Such policy limits insurance shall be in amounts no less than Five Hundred Thousand Dollars (\$500,000) per person, and Two Million Dollars (\$2,000,000) in the aggregate, with the Board of Governors of Missouri State University named as an additional insured. No such insurance shall be construed to constitute a waiver of any sovereign, governmental or official immunity. Coach Harper agrees to increase the liability limits if requested by the University as a result of a change in Missouri law.
- (c) **Mandated Reporter Training.** Coach Harper will attend and require her staff to attend any University-required mandated reporter trainings prior to conducting any women's basketball camps.
- (d) **Use of University's Athletic Facilities.** Coach Harper shall be entitled to use the Hammons Student Center courts, including locker rooms, and outdoor courts

in conducting basketball camps under this Section 5. Other University facilities (including JQH Arena, the Greenwood Gym, and McDonald Arena) may also be used in conducting basketball camps, subject to scheduling and availability. Coach Harper shall work with the University's Director of Athletics to schedule use of these other athletic facilities.

- (e) **Use of University's Housing System.** Coach Harper shall be given access to the University's residency housing system for use in conjunction with the basketball camps, provided that she shall pay the daily summer rate charges of Fifteen Dollars (\$15.00) per person for housing (including linens) in the summer of 2015. The University agrees to provide Coach Harper with notice of any increase in residence hall rates for the subsequent year by the preceding December 31.
- (f) **No Guarantee as to Number of Camp Participants.** Coach Harper does not guarantee any number of basketball camp participants or enrollees.
- (g) **Registration Fee, Revenue for Basketball Camps.** The registration fee for each enrollee shall be established by Coach Harper. Coach Harper shall be allowed to retain all revenues and income generated by such camp, less fees referenced above in Sections 5(a) and (e).
- (h) **Use of University Name, Logos in Camp Brochures.** Coach Harper may use the University names, logos, and depictions in brochures and similar camp documentation.
- (i) **Audit Right of University.** As it is the responsibility of the University to ensure that it is meeting NCAA rules-compliance responsibilities concerning sports camps, Coach Harper shall provide all camp records to athletics administrators or

other university administrators when requested, or as otherwise required by law. Examples of such records may include, without limitation, rosters, applications, free or discounted admissions, bank statements, expense records, and payroll records.

## 6. Other Compensation and Incentives

- (a) **Achievement Payments.** Coach Harper shall be entitled to receive certain payments (before taxes) if the University's women's basketball team (the "Team") performs to certain levels of achievement.
- (i) **Academic Progress Rate ("APR").** Coach Harper shall be paid the amount of Two Thousand Five Hundred Dollars (\$2,500.00) for each year the Team's NCAA calculated Academic Progress Rate (APR) meets or exceeds the NCAA APR Multiyear Cut Score.
- (ii) **Missouri Valley Conference Placements.** In the event the Team finishes as champions or co-champions in the Missouri Valley Conference, an additional Ten Thousand Dollars (\$10,000.00) will be paid to Coach Harper.
- (iii) **Missouri Valley Conference Post-Season Tournament.** In the event a post-season Missouri Valley tournament is held, and the Team is champion of that tournament, an additional Ten Thousand Dollars (\$10,000.00) will be paid to Coach Harper.
- (iv) **NCAA Women's Basketball Tournament.** In the event the Team is invited to appear in the NCAA post-season tournament, Coach Harper will be paid an additional Ten Thousand Dollars (\$10,000.00). Additionally,



**Coach Kellie Harper**

Coach Harper will be paid Seven Thousand Five Hundred Dollars (\$7,500.00) for each victory in the tournament as well as one of the following: Ten Thousand Dollars (\$10,000.00) if the Team appears in the Sweet Sixteen; Seventeen Thousand Five Hundred Dollars (\$17,500.00) if the Team advances to the Elite Eight; Thirty-Five Thousand Dollars (\$35,000.00) if the Team advances to the Final Four; Fifty Thousand Dollars (\$50,000.00) if the Team reaches the Championship Game; or One Hundred Thousand Dollars (\$100,000.00) if the Team wins the National Championship Game.

- (v) **Women's NIT Tournaments.** In the event the Team participates in the women's version of the NIT post-season tournament, an additional Two Thousand Five Hundred Dollars (\$2,500.00) for each game appearance in such tournament will be paid to Coach Harper as well as one of the following: Ten Thousand Dollars (\$10,000.00) if the Team reaches the NIT Final Four; Fifteen Thousand Dollars (\$15,000.00) if the Team plays in the Championship Game; or Twenty Thousand Dollars (\$20,000.00) if the Team wins the NIT Championship Game.
- (vi) **Coach of the Year Awards.** Coach Harper shall be paid Five Thousand Dollars (\$5,000.00) should she be named Missouri Valley Coach of the Year by the Missouri Valley Conference coaches or the Missouri Valley Conference media. Coach Harper shall be paid Twenty Thousand Dollars (\$20,000.00) should she be named the National Coach of the Year by the Women's Basketball Coaches Association.

(vii) **Attendance.** Coach Harper shall be paid one of the following amounts based on average actual attendance as set forth in the Athletics Department attendance system, as indicated below:

- Two Thousand Five Hundred Dollars (\$2,500.00) if the average actual attendance is 4,000 for the basketball season; or
- Five Thousand Dollars (\$5,000.00) if the average actual attendance is 5,000 for the basketball season; or
- Ten Thousand Dollars (\$10,000.00) if the average actual attendance is 6,000 for the basketball season; or
- Fifteen Thousand Dollars (\$15,000.00) if the average actual attendance is 7,000 for the basketball season.

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

(b) **Club Memberships.** The University will pay periodic dues for Coach Harper and her family that will entitle her to: (1) membership in The Tower Club, and to (2) social membership in the Highland Springs Country Club. Golf privileges on a regular basis other than those relating to a social membership are subject to the approval of the management of the Club. The University will also provide membership, including golf and social privileges, at Millwood Country Club. Coach Harper agrees to contact designated persons to make necessary arrangements to utilize such memberships.

- (c) **Expense Allowance.** All necessary and reasonable expenses incurred by Coach Harper while recruiting or on official business for the University's women's basketball or athletics program will be paid/reimbursed to Coach Harper, pursuant to University policy. Such expenses must be approved by the University's Director of Athletics upon presentation of expense vouchers and supporting documents; such approval not to be unreasonably withheld.
- (d) **Use of Automobile.** University shall furnish Coach Harper with an automobile, for her business and personal use for the duration of this Agreement. Coach Harper shall be responsible for ensuring that the automobile is insured with policy limits acceptable to the University, and the University shall pay/reimburse Coach Harper all insurance and maintenance costs associated with her use of the automobile. If such an automobile is not available, the University will provide Coach Harper with an automobile allowance in the amount of \$500.00 per month and shall pay/reimburse Coach Harper all insurance and maintenance costs.
- (e) **Tickets.** Coach Harper shall be entitled to 12 tickets to each home basketball game at no cost to her for personal use and additional tickets as necessary to assist Coach Harper in promoting and enhancing the University women's basketball program.
- (f) **Tax Withholding on Fringe Benefit Programs.** The University will only withhold taxes, FICA and MOSERS retirement benefits if required by law on the fringe benefit programs on all payments made to Coach Harper, unless authorized in writing by Coach Harper.

**7. Professional and Moral Conduct Required**

It is understood Coach Harper is being employed by University, which is a member institution of the National Collegiate Athletic Association (“NCAA”), for the purpose of administering, conducting, and coaching the Team. Accordingly, Coach Harper agrees she will diligently conduct the women’s basketball program under her direction 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) Coach Harper will make best efforts to ensure that the Team’s student-athletes comport themselves with honesty and sportsmanship at all times.
- (b) Coach Harper shall not accept compensation or gratuities of any kind whatsoever, either directly or indirectly, for representing a professional sports organization in the scouting or contacting of athletics talent or the negotiating of a contract.
- (c) Coach Harper shall not knowingly participate in the management, coaching, officiating, supervision, promotion, or player selection of any all-star contest involving student-athletes that is not certified by the NCAA’s Extra Events Committee.
- (d) Except as is ordinarily done by a basketball coach at a university, Coach Harper shall not represent a student-athlete in the marketing of athletics ability or reputation to a professional sports team or professional sports organization, and shall not receive compensation or gratuities of any kind, directly or indirectly, for such services.
- (e) Coach Harper is required to provide a written detailed account annually to the University President for all athletically-related income and benefits from sources

outside the University. Sources of such income shall include, but are not limited to, the following:

- Income from annuities;
- Sports camps;
- Housing benefits (including preferential housing arrangements);
- Country club memberships;
- Complimentary ticket sales; and
- Television and radio programs.

**8. Termination.**

(a) **Termination Due to Expiration of Term.** If no extension of the Agreement beyond the term specified above is made, this Agreement shall terminate as of the last day of the term (i.e., April 14, 2020).

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

(i) **Termination Due to Incapacity.** The Agreement shall terminate automatically if Coach Harper becomes totally disabled within the meaning of the University's disability insurance for employees of Coach Harper's staff classification so that she qualifies under the University's long-term disability plan, or if Coach Harper becomes permanently disabled. "Permanently disabled" shall mean physical or mental incapacity of a nature which prevents Coach Harper from performing her duties under the Agreement for a period of one hundred eighty (180) consecutive

days. In the event termination occurs under this Section due to permanent disability at a time when Coach Harper's University disability plan benefits are not sufficient to fund her compensation during the one hundred eighty (180) day waiting period to qualify under the University's long-term disability plan, the University will supplement those benefits to insure Coach Harper receives her full compensation.

- (ii) For Just Cause.** The term "just cause" is defined as acts by Coach Harper constituting or involving dishonesty, moral turpitude, conviction of a felony, and major infractions of NCAA rules and regulations, prolonged absence from duty without the consent of the Athletic Director, and willful disregard for the welfare and safety of University's student-athletes which has resulted in serious injury or death. No termination of employment for alleged "just cause" shall occur without first giving Coach Harper notice in writing of the cause alleged, and an opportunity to be heard.
- (iii) Effect of Termination for Just Cause.** In the event the University terminates Coach Harper's employment, under Section 8(b)(ii) above, Coach Harper shall not be entitled to any further compensation following the date of such termination, unless otherwise agreed to in writing by the University. She will, however, be entitled to all compensation and achievement payments earned through the date of termination.

**9. Cancellation**

- (a) **Cancellation Without Cause by Coach Harper.** Coach Harper may cancel the Agreement if she gives notice of cancellation to the Director of Athletics and pays the University Two Hundred Thirty Thousand Dollars (\$230,000.00) as liquidated damages within thirty (30) days of giving notice that she is leaving her employment at the University, if the notice is given on or before April 14, 2016. This liquidated damages sum will decreased by Forty-Six Thousand Dollars (\$46,000.00) every April 15 thereafter during the term of the Agreement. For example, for notice given between April 15, 2016, and April 14, 2017, the liquidated damages for cancellation shall be One Hundred Eighty-Four Thousand Dollars (\$184,000.00). Notwithstanding any language to the contrary, Coach Harper can cancel the Agreement without penalty if she leaves collegiate coaching for a minimum of one (1) year as a Head Women's Basketball Coach at an NCAA Division I institution.
- (b) **Cancellation Without Cause by University.** Notwithstanding any provision of the Agreement to the contrary, University may also elect to cancel the Agreement in any year by notification to Coach Harper in writing, on or before April 14. It is understood that cancellation does not require just cause or any cause. In the event of cancellation by University, Coach Harper shall receive payment for the number of months remaining on the contract after the effective date times the base monthly rate. For example, if the University cancels the Agreement with twenty (20) months remaining, the liquidated damages for cancellation shall be Three Hundred Eighty-Three Thousand Three Hundred Thirty-Three and 40/100 Dollars

(\$383,333.40) (base monthly pay of \$19,166.67 X 20 months). Said liquidated sum will be paid within thirty (30) days following the Cancellation Date and will be in full and complete satisfaction of all amounts which would be otherwise payable to Coach Harper after the cancellation date. MOSERS retirement will not be paid on the liquidated sum. Social Security (FICA, Medicare tax) only will be paid on said liquidated sum, and standard payroll deductions for Social Security and income tax will be withheld. Coach Harper will also be paid on or before the Cancellation Date any and all amounts actually earned by Coach Harper on or before the Cancellation Date.

**10. Missouri Law**

The laws of the State of Missouri shall govern this Agreement, including the Missouri Sunshine Law. Coach Harper acknowledges that the Agreement is a public document under the Sunshine Law that University may release without prior notice to her.

**11. Entire Agreement**

This Agreement constitutes the entire understanding between the parties, all previous oral and written statements, negotiations, and Memorandum of Understanding having been incorporated herein. It may only be amended by a writing signed by the parties.

**THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.**



IN WITNESS WHEREOF, the parties have executed this Agreement with effective date as noted above.

ATTEST:

**BOARD OF GOVERNORS OF  
MISSOURI STATE  
UNIVERSITY**

\_\_\_\_\_  
Secretary                      Date  
Board of Governors

\_\_\_\_\_  
Stephen B. Hoven, Chair                      Date  
Board of Governors

*Kellie Harper* 6/3/15  
\_\_\_\_\_  
Kellie Harper                      Date  
Head Women's Basketball Coach

III.A.3.

**RECOMMENDED ACTION** – Approval of FY2015-2016 Employment Agreements for Athletics Administrators and Coaches.

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

**WHEREAS**, the University desires to continue its employment of the individuals referenced in the attached Exhibits 1 through 43; and

**WHEREAS**, the Athletics Employment Agreement Terms and Conditions referenced in Exhibits 1 through 43 are attached as Exhibits 44 through 46.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Governors of Missouri State University approves and authorizes the President to execute the attached FY2015-2016 Employment Agreements for Athletics Administrators and Coaches.

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

Comments:

The salary of Academic Advisor for Dr. Mary Jo Wynn Academic Achievement Center, Marcus Ozburn, will increase by \$1,710.00.

The salary of Assistant Director of Athletic Medical and Rehabilitation Services, Shannon Derricks, will increase by \$2,120.00.

Assistant Strength and Conditioning Coach, Brian Burton, will be given an equity increase, and compensation for passing NCAA Strength and Conditioning Certification, of \$5,000.00.

The salaries of Assistant Coaches for Men’s Baseball, Nathan Thompson will increase by \$4,909.00; and Paul Evans, will increase by \$4,500.00.

The salary of Head Coach for Men’s Soccer, Jonathan Leamy, will increase by \$5,000.00.

The salary of Head Coach for Swimming, David Collins, will increase by \$2,000.00.

The salary of Assistant Coach for Swimming, Chelsea R. Dirks-Ham, will increase by \$2,800.00.

All salaries set forth in the remaining attached exhibits do not include the 1.8 percent across the board increase for full-time faculty and staff who were on payroll as of April 1, 2015. All salaries otherwise remain unchanged.





**Missouri State**  
UNIVERSITY

**ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR**

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**Name of Administrator: Chastity A. Hunt**

**Position: Senior Associate Athletics Director / SWA**

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

**Compensation: \$92,704**

**Achievement Payments:**

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

**Other Benefits and Incentives:**

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

ADMINISTRATOR

MISSOURI STATE UNIVERSITY

  
\_\_\_\_\_  
Chastity A. Hunt

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

6/9/15  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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



# Missouri State<sup>™</sup>

U N I V E R S I T Y

## ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR

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**Name of Administrator: Jeremiah Frey**

**Position: Assistant Strength and Conditioning Coach**

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

**Compensation: \$46,340**

**Achievement Payments:**

**\$500 for each regular season conference championship or co-championship in Baseball, Softball and W. Track and Field and Cross Country; and**

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

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

**Other Benefits and Incentives:**

ADMINISTRATOR

MISSOURI STATE UNIVERSITY

Jeremiah Frey

Clifton M. Smart III  
President

Date

6/9/2015

Date

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



**Missouri State**  
UNIVERSITY

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**Name of Administrator: Christina Rasnake**

**Position: Assistant Strength and Conditioning Coach**

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

**Compensation: \$40,000**

**Achievement Payments:**

**\$500 for each regular season conference championship in Field Hockey, Men’s Soccer, Women’s Soccer; 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

  
\_\_\_\_\_  
Christina Rasnake

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

6/9/15  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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



**Missouri State**  
UNIVERSITY

**ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR**

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**Name of Administrator: Brian Burton**

**Position: Assistant Strength and Conditioning Coach**

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

**Compensation: \$38,495**

**Achievement Payments:**

**\$500 for each regular season conference championship in Women’s Basketball, Men’s and Women’s Swimming and Diving or Volleyball; and**

**\$250 for each regular season conference championship or co-championship in any other men’s or women’s sport;**

**\$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

  
\_\_\_\_\_  
Brian Burton

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

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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



**Missouri State**  
UNIVERSITY

**ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR**

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**Name of Administrator: Daniel Raines**

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

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

**Compensation: \$49,228**

**Achievement Payments:**

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

**Other Benefits and Incentives:**

ADMINISTRATOR

MISSOURI STATE UNIVERSITY

*Daniel L. Raines*

\_\_\_\_\_  
Daniel Raines

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

*6/9/15*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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





# Missouri State<sup>™</sup>

U N I V E R S I T Y

## ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR

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**Name of Administrator:** Adja Jones

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

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

**Compensation:** \$30,000

**Other Benefits and Incentives:**

ADMINISTRATOR

*Adja Jones*  
 \_\_\_\_\_  
 Adja Jones

MISSOURI STATE UNIVERSITY

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

*6-9-15*  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date



# Missouri State UNIVERSITY

## ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR

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**Name of Administrator: Marcus Ozburn**

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

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

**Compensation: \$29,409**

**Other Benefits and Incentives:**

ADMINISTRATOR

MISSOURI STATE UNIVERSITY

*Marc T. Ozburn*  
\_\_\_\_\_  
Marcus Ozburn

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

*6/10/15*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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



# Missouri State UNIVERSITY

## ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR

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**Name of Administrator:** Michelle Noland

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

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

**Compensation:** \$34,000

**Other Benefits and Incentives:**

ADMINISTRATOR

MISSOURI STATE UNIVERSITY

Michelle Noland

Clifton M. Smart III  
President

6/9/15

Date

Date

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



# Missouri State

U N I V E R S I T Y

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**Name of Administrator: James Penkalski**

**Position: Director of Athletics Medical and Rehabilitation Services**

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

**Compensation: \$67,334**

**Achievement Payments:**

**\$500 Regular Season Championship in Baseball; or**

**\$250 MVC Championship in Baseball; and**

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

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

**Other Benefits and Incentives:**

ADMINISTRATOR

MISSOURI STATE UNIVERSITY

  
James Penkalski

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

6/9/15  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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



# Missouri State

U N I V E R S I T Y

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**Name of Administrator:** Mitchell Hauschildt

**Position:** Prevention, Rehabilitation and Physical Performance Coordinator

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

**Compensation:** \$45,367


**Achievement Payments:**

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

**Other Benefits and Incentives:**

ADMINISTRATOR

MISSOURI STATE UNIVERSITY

  
 Mitchell Hauschildt

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

Date

Date

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



**Missouri State**  
UNIVERSITY

**ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR**

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**Name of Administrator: Tyler Landgraf**

**Position: Athletic Trainer, Athletic Medical and Rehabilitation Services**

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

**Compensation: \$39,668**

**Achievement Payments:**

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

**Other Benefits and Incentives:**

ADMINISTRATOR

MISSOURI STATE UNIVERSITY

\_\_\_\_\_  
Tyler Landgraf

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

6-10-15

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



# Missouri State

U N I V E R S I T Y

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**Name of Administrator:** Catherine Schulte

**Position:** Athletic Trainer for Athletics Medical and Rehabilitation Services

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

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

**Other Benefits and Incentives:**

ADMINISTRATOR

MISSOURI STATE UNIVERSITY

  
 Catherine Schulte

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

  
 Date

\_\_\_\_\_  
 Date

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



# Missouri State<sup>™</sup>

U N I V E R S I T Y

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**Name of Administrator: Shannon Derricks**

**Position: Assistant Director of Athletics Medical and Rehabilitation Services**

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

**Compensation: \$50,000**

**Achievement Payments:**

**\$500 Regular Season Championship in Volleyball; or**

**\$250 MVC Championship in Volleyball; and**

**\$250 for each championship or co-championship in any other men’s or women’s sport; and**

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

**Other Benefits and Incentives:**

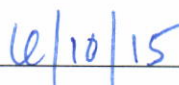
ADMINISTRATOR

MISSOURI STATE UNIVERSITY

  
Shannon Derricks

Clifton M. Smart III  
President

Date

  
6/10/15

Date

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





# Missouri State UNIVERSITY

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**Name of Administrator:** Steve Sawchak

**Position:** Athletic Trainer, Athletic Medical and Rehabilitation Services

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

**Compensation:** \$45,827

**Achievement Payments:**

**\$500 Regular Season Championship in Football; or**

**\$250 MVC Championship in Football; and**

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

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

**Other Benefits and Incentives:**

ADMINISTRATOR

  
\_\_\_\_\_  
Steve Sawchak

MISSOURI STATE UNIVERSITY

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

Date

6/10/15

Date

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



# Missouri State UNIVERSITY

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**Name of Administrator:** Susan Atkinson

**Position:** Athletic Trainer, Athletic Medical and Rehabilitation Services

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

**Compensation:** \$37,168

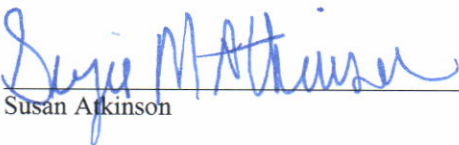
**Achievement Payments:**

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

**Other Benefits and Incentives:**

ADMINISTRATOR

MISSOURI STATE UNIVERSITY

  
Susan Atkinson

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

  
Date

\_\_\_\_\_  
Date

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



# Missouri State UNIVERSITY

## ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR

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**Name of Administrator: Richard Kindhart**

**Position: Assistant Athletics Director for Athletics Communications**

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

**Compensation: \$69,887**

**Achievement Payments:**

**\$700 Regular Season Championship in Football, Volleyball, Men’s or Women’s Basketball, and  
\$400 Regular Season Championship or Co-Championship in any other men’s or women’s sports, and  
\$400 For each men’s and women’s team that advances to NCAA post season (excludes NIT/WNIT)**

**Other Benefits and Incentives:**

ADMINISTRATOR

Richard Kindhart

MISSOURI STATE UNIVERSITY

Clifton M. Smart III  
President

Date

6/9/15

Date

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



# Missouri State

U N I V E R S I T Y

## ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR

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**Name of Administrator: Benjamin Adamson**

**Position: Assistant Director for Athletics Communications**

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

**Compensation: \$35,574**

**Achievement Payments:**

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

**Other Benefits and Incentives:**

ADMINISTRATOR

MISSOURI STATE UNIVERSITY

Benjamin Adamson

Clifton M. Smart III  
President

6-9-15

Date

Date

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



**Missouri State**  
UNIVERSITY

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**Name of Administrator:** Eric R. Doennig

**Position:** Assistant Director for Athletics Communications

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

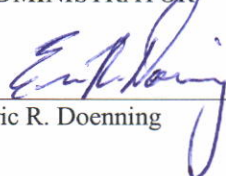
**Compensation:** \$36,652

**Achievement Payments:**

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

**Other Benefits and Incentives:**

ADMINISTRATOR

  
\_\_\_\_\_  
Eric R. Doennig

MISSOURI STATE UNIVERSITY

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

6-11-15

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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



# Missouri State UNIVERSITY

## ATHLETICS EMPLOYMENT AGREEMENT – ADMINISTRATOR

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**Name of Administrator: Timothy Bohn**

**Position: Assistant Director for Athletics Communications for Web and New Media**

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

**Compensation: \$41,434**

**Achievement Payments:**

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

**Other Benefits and Incentives:**

ADMINISTRATOR

MISSOURI STATE UNIVERSITY

T-BOH  
Timothy Bohn

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

6/9/15  
Date

\_\_\_\_\_  
Date

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



# Missouri State UNIVERSITY

## ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

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

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

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

**Name of Coach:** Nathan Thompson

**Position:** Assistant Coach

**Sport:** Baseball

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

**Compensation:** \$54,909


**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

COACH

  
Nathan Thompson

MISSOURI STATE UNIVERSITY

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

Date

  
\_\_\_\_\_

\_\_\_\_\_  
Date

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



# 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: Paul Evans**

**Position: Assistant Coach**

**Sport: Baseball**

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

**Compensation: \$61,487**

**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

COACH

MISSOURI STATE UNIVERSITY

  
\_\_\_\_\_  
Paul Evans

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

6-12-15  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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





# Missouri State.

U N I V E R S I T Y

## ATHLETICS EMPLOYMENT AGREEMENT – HEAD COACH

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

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

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

**Name of Coach: Jonathan Leamy**

**Position: Head Coach**

**Sport: Men’s Soccer**

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

**Compensation: \$58,989**

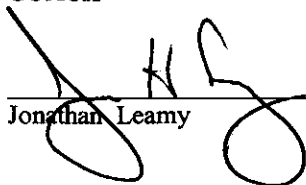
**Achievement Payments:**

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

**Other Benefits and Incentives:**

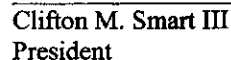
Coach may participate in camps and/or Clinics  
Use of one (1) automobile

COACH

  
Jonathan Leamy

June 10, 2015  
Date

MISSOURI STATE UNIVERSITY

  
Clifton M. Smart III  
President

\_\_\_\_\_  
Date



# Missouri State

U N I V E R S I T Y

## ATHLETICS EMPLOYMENT AGREEMENT – HEAD COACH

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

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

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

**Name of Coach: Rob Brewer**

**Position: Head Coach**

**Sport: Women’s Soccer**

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

**Compensation: \$50,381**

**Achievement Payments:**

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

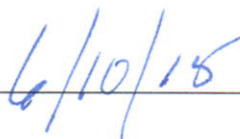
**Other Benefits and Incentives:**

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

COACH

  
\_\_\_\_\_  
Rob Brewer

Date

  
\_\_\_\_\_  
Date

MISSOURI STATE UNIVERSITY

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

\_\_\_\_\_  
Date

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



**Missouri State**  
UNIVERSITY

**ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH**

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

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

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

**Name of Coach: Kirk Nelson**

**Position: Assistant Coach**

**Sport: Women’s Soccer**

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

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

**Achievement Payments:**

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

**Other Benefits and Incentives:**

Coach may participate in camps and/or clinics

COACH

MISSOURI STATE UNIVERSITY

Kirk Nelson

Clifton M. Smart III  
President

Date

Date

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



# Missouri State UNIVERSITY

## ATHLETICS EMPLOYMENT AGREEMENT – HEAD COACH

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

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

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

**Name of Coach: David Collins**

**Position: Head Coach**

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

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

**Compensation: \$60,080**

**Achievement Payments:**

**\$1,400 for Missouri Valley Conference (MVC) and Mid-American Conference (MAC) Championship; or  
\$1,400 for Missouri Valley Conference (MVC) and Mid-American Conference (MAC) Co-Championship; and  
\$400 per individual who qualifies and competes in NCAA Championship; and  
\$400 for each group that qualifies and competes (relay team) in the NCAA Championship**

**Other Benefits and Incentives:**

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

COACH

MISSOURI STATE UNIVERSITY

  
\_\_\_\_\_  
David Collins

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

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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



# Missouri State UNIVERSITY

## ATHLETICS EMPLOYMENT AGREEMENT – 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: Chelsea Dirks-Ham**

**Position: Assistant Coach**

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

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

**Compensation: \$35,052**

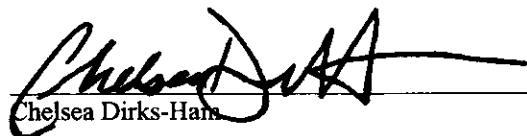
**Achievement Payments:**

**\$700 Missouri Valley Conference (MVC) Championship and Mid-American Conference (MAC) Championship; or Missouri Valley Conference (MVC) Co-Championship and Mid-American Conference (MAC) Co-Championship; and \$200 per individual that qualifies and competes in NCAA Championship; and \$200 for any group of individuals (relay team) who qualifies and competes in the NCAA Championship**

**Other Benefits and Incentives:**

Coach may participate in camps and/or clinics

COACH

  
Chelsea Dirks-Ham

6/10/15  
Date

MISSOURI STATE UNIVERSITY

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

\_\_\_\_\_  
Date

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



# Missouri State UNIVERSITY

## ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

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

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

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

**Name of Coach: James Huelskamp**

**Position: Assistant Coach**

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

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

**Compensation: \$14.13/hour (part time)**

**Achievement Payments:**

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

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

**Other Benefits and Incentives:**

Coach may participate in camps and/or clinics

COACH

MISSOURI STATE UNIVERSITY

James Huelskamp

Clifton M. Smart III  
President

Date

Date

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



**Missouri State**  
UNIVERSITY

**ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH**

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

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

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

**Name of Coach:** Jennifer Sullivan

**Position:** Assistant Coach

**Sport:** Women’s Basketball

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

**Compensation:** \$82,215

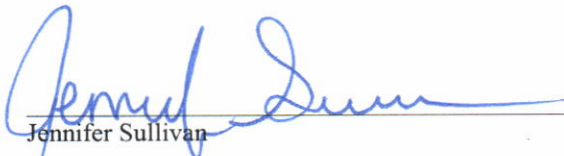
**Achievement Payments:**

- \$2,500 - Missouri Valley Conference (MVC) Regular Season Championship or \$1,400 MVC Conference Co-Championship; and
- \$2,000 - MVC Conference Tournament Championship; and
- \$750 - Per game appearance in the Post-Season WNIT; and
- \$1,500 - Per game appearance in the NCAA Tournament; or
- \$2,500 - Sweet 16 NCAA Appearance; or
- \$5,000 - Final Four NCAA Appearance.

**Other Benefits and Incentives:**

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

ASSISTANT COACH

  
\_\_\_\_\_  
Jennifer Sullivan

6/10/15  
\_\_\_\_\_  
Date

BOARD OF GOVERNORS  
MISSOURI STATE UNIVERSITY

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

\_\_\_\_\_  
Date



**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/Associate Coach, which is incorporated herein by this reference.

**Name of Coach:** Jon Harper  
**Position:** Assistant Coach  
**Sport:** Women’s Basketball  
**Term:** July 1, 2015 – June 30, 2016  
**Compensation:** \$76,125

**Achievement Payments:**


- \$2,500 - Missouri Valley Conference (MVC) Regular Season Championship or \$1,400 MVC Conference Co-Championship; and
- \$2,000 - MVC Conference Tournament Championship; and
- \$750 - Per game appearance in the Post-Season WNIT; and
- \$1,500 - Per game appearance in the NCAA Tournament; or
- \$2,500 - Sweet 16 NCAA Appearance; or
- \$5,000 - Final Four NCAA Appearance.

**Other Benefits and Incentives:**

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

ASSISTANT COACH

BOARD OF GOVERNORS  
MISSOURI STATE UNIVERSITY

  
\_\_\_\_\_  
Jon Harper

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

6/10/15  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





# 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 (2/28/2013), which is incorporated herein by this reference.

**Name of Coach:** Jackie Stiles

**Position:** Assistant Coach

**Sport:** Women’s Basketball

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

**Compensation:** Base salary: \$77,359 annually  
 Promotional Compensation: \$20,000.00 annually funded by the Missouri State University Foundation in exchange for Ms. Stile’s agreement to perform additional duties to promote the University and make best efforts to raise private support for the Athletics Department of the University by making appearances before, and presentations to, the general public, alumni groups, booster groups and organizations, civic organizations, school districts and professional organizations for a reasonable number of dates and at mutually agreed upon times and dates (“Promotional Compensation”).

**Achievement Payments:**

\$2,500 - Missouri Valley Conference (MVC) Regular Season Championship or \$1,400 MVC Conference Co-Championship; and  
 \$2,000 - MVC Conference Tournament Championship; and  
 \$750 - Per game appearance in the Post-Season WNIT; and  
 \$1,500 - Per game appearance in the NCAA Tournament ; or  
 \$2,500 - Sweet 16 NCAA Appearance; or  
 \$5,000 - Final Four NCAA Appearance.

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

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

ASSISTANT COACH

BOARD OF GOVERNORS  
 MISSOURI STATE UNIVERSITY

Jackie Stiles

Clifton M. Smart III  
 President

Date

Date



# Missouri State

U N I V E R S I T Y

## ATHLETICS EMPLOYMENT AGREEMENT – OPERATIONS ASSISTANT, WOMEN’S BASKETBALL

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

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

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

**Name of Coach:** Scott P. Moore  
**Position:** Operations Assistant  
**Sport:** Women’s Basketball  
**Term:** July 1, 2015 - June 30, 2016  
**Compensation:** \$32,214

### Achievement Payments:

\$1,250 - Missouri Valley Conference (MVC) Regular Season Championship or \$350 MVC Conference Co-Championship; and  
 \$700 - MVC Conference Tournament Championship; and  
 \$1,250 - Per game appearance in the NCAA Tournament; or  
 \$1,250 - Sweet 16 NCAA Appearance; or  
 \$2,500 - Final Four NCAA Appearance.

### Other Benefits and Incentives:

ASSISTANT COACH

Scott P. Moore

6-10-15

Date

BOARD OF GOVERNORS  
 MISSOURI STATE UNIVERSITY

Clifton M. Smart III  
 President

Date



# Missouri State<sup>™</sup>

U N I V E R S I T Y

## ATHLETICS EMPLOYMENT AGREEMENT – HEAD COACH

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

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

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

**Name of Coach:** Gabby Gomez-Sosa

**Position:** Head Coach

**Sport:** Field Hockey

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

**Compensation:** \$39,916

**Achievement Payments:**

**\$700 for Mid-American Conference (MAC) Regular Season Championship or MAC Regular Season Co-Championship; and \$1,400 for MAC Championship; and \$700 per game played in NCAA Tournament**

**Other Benefits and Incentives:**

Coach may participate in camps and/or clinics

COACH

MISSOURI STATE UNIVERSITY

  
\_\_\_\_\_  
Gabby Gomez-Sosa

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

06/10/15  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# Missouri State UNIVERSITY

## ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

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

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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:** Sydney Van Der Merwe

**Position:** Assistant Coach

**Sport:** Field Hockey

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

**Compensation:** \$29,982

**Achievement Payments:**

\$350 for Regular Season MAC Conference Championship or MAC Co-Conference Championship; and  
\$700 for a MAC Championship; and  
\$350 for each game played in the NCAA Championship Tournament

**Other Benefits and Incentives:** Coach may participate in camps and/or clinics.

COACH

MISSOURI STATE UNIVERSITY

  
\_\_\_\_\_  
Sydney Van Der Merwe, Assistant Coach

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

6/10/15.  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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



# Missouri State.

U N I V E R S I T Y

## ATHLETICS EMPLOYMENT AGREEMENT – HEAD COACH

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

**Name of Coach: Kevin Kane**

**Position: Head Coach**

**Sport: Women’s Golf**

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

**Compensation: \$38,665**

**Achievement Payments:**

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

**\$700 if team competes in NCAA Tournament; and**

**\$400 per individual that qualifies for NCAA Tournament**

**Other Benefits and Incentives:**

Coach may participate in camps and/or Clinics

Use of one (1) automobile

COACH

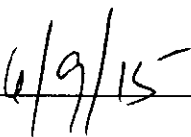


Kevin Kane

MISSOURI STATE UNIVERSITY

Clifton M. Smart III  
President

Date



Date



**Missouri State**  
UNIVERSITY

**ATHLETICS EMPLOYMENT AGREEMENT – HEAD COACH**

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

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

**Name of Coach: Neal Stafford**

**Position: Head Coach**

**Sport: Men’s Golf**

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


**Compensation: \$31,044**

**Achievement Payments:**  
**\$1,400 for Missouri Valley Conference (MVC) Championship; and**  
**\$700 if team competes in NCAA Tournament; and**  
**\$400 per individual that qualifies for NCAA Tournament**

**Other Benefits and Incentives:**  
Coach may participate in camps and/or Clinics

COACH

MISSOURI STATE UNIVERSITY

  
\_\_\_\_\_  
Neal Stafford

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

6-9-15  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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



# Missouri State

U N I V E R S I T Y

## ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

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

**Name of Coach:** Sue Frederick

**Position:** Associate Head Coach

**Sport:** Softball

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

**Compensation:** \$40,600

**Achievement Payments:**

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

**Other Benefits and Incentives:**

Coach may participate in camps and/or clinics

COACH

MISSOURI STATE UNIVERSITY

*Sue Frederick*  
 \_\_\_\_\_  
 Sue Frederick

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

*6-9-15*  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

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



# 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: Elizabeth (Beth) Perine**

**Position: Associate Head Coach**

**Sport: Softball**

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

**Compensation: \$40,600**

**Achievement Payments:**

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

**Other Benefits and Incentives:**

Coach may participate in camps and/or clinics

COACH

Elizabeth (Beth) Perine

MISSOURI STATE UNIVERSITY

Clifton M. Smart III  
President

6.9.15

Date

Date





# Missouri State

U N I V E R S I T Y

## ATHLETICS EMPLOYMENT AGREEMENT – HEAD COACH

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

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

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

**Name of Coach: Ron Boyce**

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

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

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

**Compensation: \$71,553**

**Achievement Payments:**

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

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

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

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

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

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

**Other Benefits and Incentives:**

**Coach may operate camps and/or clinics**

**Use of one (1) automobile**

COACH

MISSOURI STATE UNIVERSITY

Ron Boyce

Clifton M. Smart III  
President

Date

Date



# 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:** Jordan Fife

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

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

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

**Compensation:** \$40,000

**Achievement Payments:**

\$1,400 for regular season team conference championship or co-championship in women’s cross country; and  
 \$700 for each regular season team conference championship or co-championship in women’s indoor or outdoor track and field; and  
 \$700 for the team competing in the NCAA women’s cross country championships; and  
 \$250 for each individual that qualifies and competes in the NCAA women’s cross country championships; and  
 \$200 for each individual that qualifies and competes in a one person running event of 1500 or more meters in the NCAA women’s indoor or outdoor track and field championships; and  
 \$200 for each group of individuals that qualifies and competes in the two mile relay in the NCAA women’s indoor or outdoor track and field championships.

**Use of one (1) automobile**

**Camps and Clinics:**

Coach may participate in camps and/or clinics

COACH

MISSOURI STATE UNIVERSITY

Jordan Fife

Clifton M. Smart III  
 President

Date

Date

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



# Missouri State UNIVERSITY

## ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

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

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

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

**Name of Coach:** Michael Scott

**Position:** Assistant Coach

**Sport:** Women’s Track and Field

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

**Compensation:** \$32,934

**Achievement Payments:**

\$700 for each regular season team conference championship or co-championship in women’s indoor or outdoor track and field; and \$200 for each individual that qualifies and competes in a one person running event of less than 1500 meters in the NCAA women’s indoor or outdoor track and field championships; and \$200 for each individual that qualifies and competes in a one person field event in the NCAA women’s indoor or outdoor track and field championships; and \$200 for each group of individuals that qualifies and competes in a team event in the NCAA women’s indoor or outdoor track and field championships.

**Other Benefits and Incentives:** Coach may participate in camps and/or clinics.

COACH

\_\_\_\_\_  
Michael Scott

MISSOURI STATE UNIVERSITY

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

Date

6-10-15

Date

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



# Missouri State

U N I V E R S I T Y

## ATHLETICS EMPLOYMENT AGREEMENT – HEAD COACH

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

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

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

**Name of Coach:** Mallory Weber

**Position:** Head Coach

**Sport:** Women’s Tennis

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

**Compensation:** \$35,525 annually

**Achievement Payments:**

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

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

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

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

**Other Benefits and Incentives:**

Coach may participate in camps and/or Clinics

COACH

MISSOURI STATE UNIVERSITY

Mallory Weber

Clifton M. Smart III  
President

Date

Date



# Missouri State<sup>™</sup>

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: Jacob Barreau**

**Position: Assistant Coach**

**Sport: Volleyball**

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

**Compensation: \$33,300**

**Achievement Payments:**

**\$1,400 Missouri Valley Conference (MVC) Regular Season Championship; or  
\$700 for MVC Regular Season Co-Championship; and  
\$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

Jacob Barreau

MISSOURI STATE UNIVERSITY

Clifton M. Smart III  
President

Date

Date

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

## ATHLETICS EMPLOYMENT AGREEMENT TERMS AND CONDITIONS – HEAD COACH

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

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

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

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

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

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

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

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

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

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

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

- a. Participating student-athletes shall deport themselves with honesty and sportsmanship at all times so that intercollegiate athletics as a whole, the institution, and they as individuals, shall represent the honor and dignity of fair play and the generally-recognized high standards associated with wholesome, competitive sports.
- b. Staff members of the University's Athletics Department shall not accept compensation or gratuities of any kind whatsoever, either directly or indirectly, for representing a professional sports organization in the scouting or contacting of athletics talent or the negotiating of a contract. In this regard, any compensational arrangement between a professional sports organization and the University's staff member (e.g., for scouting other professional teams or assisting the professional employer in coaching his or her team) shall be considered *prima facie* evidence of an indirect arrangement to assure the staff member's assistance in evaluating or procuring college talent.
- c. Staff members of the University, or others serving on NCAA committees or acting as consultants, shall not, directly or by implication, use the NCAA's name or their affiliation with the NCAA in the endorsement of products or services.
- d. Staff members of the University's Athletics Department shall not knowingly participate, directly or indirectly, in the management, coaching, officiating, supervision, promotion or player selection or any all-star contest involving student-athletes which is not certified by the NCAA's Extra Events committee.
- e. Staff members of the University's Athletics Department shall not represent, directly or indirectly, a student-athlete in the marketing of athletics ability or reputation to a professional sports team or professional sports organization, and shall not receive compensation or gratuities of any kind, directly or indirectly, for such services.

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

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

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

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

## ATHLETICS EMPLOYMENT AGREEMENT TERMS AND CONDITIONS – ASSISTANT/ASSOCIATE COACH (2/28/2013)

**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.

**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.

**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.

**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.

**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.

**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.

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



III.A.4.

**RECOMMENDED ACTION – Approval of the revision of the compensation package for Dr. Drew Bennett as Chancellor of the West Plains Campus.**

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

**WHEREAS**, the University wishes to modify the compensation package of Dr. Drew Bennett, Chancellor of the West Plains campus of Missouri State University; and

**WHEREAS**, due to changing circumstances, Dr. Drew Bennett will vacate the Chancellor’s residence on or before June 30, 2015; and

**WHEREAS**, in consideration of Dr. Bennett’s departure from the Chancellor’s residence, he will be provided with an annual housing allowance of \$24,000, effective July 1, 2015; and

**WHEREAS**, the terms of such revision have been agreed upon, as set forth in the Letter dated June 1, 2015, copy attached and incorporated herein by reference.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Governors of Missouri State University, the Board approves the revision of the compensation package of Dr. Drew Bennett, consistent with the terms of the attached Letter effective July 1, 2015.

**VOTE:      AYE** \_\_\_\_\_

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

**COMMENTS:**

See attached Letter dated June 1, 2015.



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

June 1, 2015

Dr. Drew Bennett  
Chancellor  
Missouri State University-West Plains  
128 Garfield  
West Plains, MO 65775

Dear Drew:

I am writing to offer to revise your compensation package as Chancellor of the Missouri State University-West Plains campus. As we have recently discussed, we anticipate that you will vacate the Chancellor's residence by June 30, 2015 due to changing circumstances. Accordingly, in consideration of your departure from the residence, the University will offer you an annual housing allowance of \$24,000, which allowance will be prorated on a monthly basis and paid as supplemental pay, beginning July 1, 2015.

This housing allowance will be in addition to your annual salary. All other terms and conditions of your employment will continue and specified in my prior reappointment correspondence to you dated February 24, 2014.

Consequently, your 2015-2016 salary will be \$161,252 annually, which includes a 1.8% across the board cost of living adjustment, and is based on the assumption that you will continue to decline the University's health care coverage.

As you know, the entire foregoing compensation proposal is subject to formal approval by the University's Board of Governors. In order to confirm your understanding and acceptance of this offer, I request that you sign below at the space indicated, note the date of your signature, and return the original document to me prior to June 5, 2015.

Yours very truly,


Clifton M. Smart III  
President

cc: Steve Hoven  
Chair, Board of Governors

**OFFICE OF THE PRESIDENT**

901 South National Avenue • Springfield, Missouri 65897 • 417-836-8500 • Fax 417-836-7669  
President@missouristate.edu • www.missouristate.edu  
An Equal Opportunity/Affirmative Action Institution

I wish to avail myself of the proposed housing allowance under the terms set forth herein.

  
Drew A. Bennett

  
Date

III.A.5.

**RECOMMENDED ACTION – Approval of replacement of Employment Agreement for Head Baseball Coach Keith Guttin.**

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

**WHEREAS**, Keith Guttin has been continuously employed by the University in the capacity of Head Baseball Coach since 1983;

**WHEREAS**, Coach Guttin is currently under an Employment Contract that is scheduled to expire on June 30, 2014;

**WHEREAS**, the University desires to extend its employment relationship with Keith Guttin as its Head Baseball Coach for an additional term of four (4) years; and

**WHEREAS**, the University also desires to increase Coach Guttin’s annual guaranteed compensation by \$25,000 in recognition and consideration of the phenomenal success of the University’s baseball team during the 2014-15 season, which success includes winning the Missouri Valley Conference (“MVC”) regular season championship, winning the MVC tournament, and advancing to the NCAA Super Regionals; and

**WHEREAS**, the University and Coach Guttin have agreed to a replacement Employment Agreement and the terms are set forth, attached, and incorporated herein by reference.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Governors of Missouri State University hereby approves the replacement Employment Agreement for Head Baseball Coach Keith Guttin, under the terms set forth herein and attached hereto.

**VOTE:**      **AYE** \_\_\_\_\_

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

**Comments:** The major provisions of the replacement Employment Agreement are as follows:

- Extends his current employment term through June 30, 2019; and
- Increases his annual salary by \$25,000.

## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered by and between the Board of Governors of **MISSOURI STATE UNIVERSITY**, Springfield, Missouri, (“University”) and Keith Guttin (hereinafter, “Coach Guttin” or “Coach”), and is effective as of July 1, 2015 (“Effective Date”).

WITNESSETH:

**WHEREAS**, Coach Guttin has been employed by University as its Head Baseball Coach since on or about August 20, 1982, pursuant to a series of Employment Contracts entered into at various times throughout the years;

**WHEREAS**, most recently Coach Guttin has been employed under an Employment Contract that was effective July 1, 2012, for a term continuing through June 30, 2015 (“Prior Agreement”);

**WHEREAS**, the parties mutually desire to continue Coach Guttin’s employment with the University under the terms and conditions set forth herein; and

**WHEREAS**, this Agreement terminates, supersedes, and replaces the Prior Agreement, and any other amendments, contracts, or agreements whether written or oral, as of the Effective Date first indicated above.

**NOW, THEREFORE**, in consideration of the promises, covenants, and agreements herein set forth, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto covenant and agree as follows:

**1. Term of Employment**

The University does hereby employ Coach Guttin for a term from July 1, 2015, through June 30, 2019 (“Term”) as its Head Baseball Coach, subject to renewal, cancellation or

termination, on the terms and conditions hereinafter provided. The parties agree to review the terms and conditions of the Agreement after the 2015-2016 season.

## 2. Duties

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

- (a) **Head Baseball Coach.** Coach Guttin shall well and faithfully serve the University in his total assignment, yet in regard to the position of his assignment relating to athletics and as Head Coach in the sport of baseball, he shall at all times devote his whole time, attention, and energies to the conduct and coaching of baseball on behalf of the University, and to the administration and management of his coaching staff and shall do and perform all services, acts, and things connected therewith as the Director of Athletics and the Associate Director of Athletics for the University shall from time-to-time direct, which are of a nature customarily and properly belonging to the duties of a head coach in the sport of baseball.
- (b) **Other Activities Permitted.** Notwithstanding the foregoing provisions, Coach Guttin shall be permitted to conduct camps or clinics for his sole benefit as further described herein, camp activities other than any University related camp, accept promotional endorsements and contracts (provided that such endorsements and contracts do not compete with the products or services offered by University's sponsors or imply an endorsement on the part of the University), including but not limited to athletics sportswear, speaking engagements and commercials for his sole benefit not inconsistent with this Employment Agreement and NCAA

regulations and subject to University approval. Similarly, Coach Guttin shall not permit his likeness or any phrase identified with him to be used in a manner that is detrimental to the rights of University's multi-media rights holder or in competition with any of University's existing sponsors.

### 3. Compensation

Effective July 1, 2015, the University shall pay Coach Guttin the following compensation:

- (a) **Base Salary.** On an annual basis, University shall pay Coach Guttin One Hundred Thirteen Thousand Four Hundred and Nineteen Dollars (\$113,419.00) (i.e., \$9,451.58 per month, base monthly rate, before withholdings) ("Base Salary"). For the duration of the Agreement, Coach Guttin's Base Salary shall be subject to any and all across-the-board salary increases provided to University's other employees, including any across-the-board salary increases provided effective July 1, 2015.
- (b) **Payment Via University's Standard Payroll Procedure.** Coach Guttin's salary shall be paid in equal sums at such intervals as University has established for its payroll procedure, less applicable taxes and withholdings.
- (c) **Additional Travel Reimbursement.** Coach Guttin will also receive \$750 to compensate for travel and meal expenses above the maximum state limits.
- (d) **Base Salary as Total Guaranteed Compensation.** The compensation specified in Section 3(a) represents the total guaranteed compensation due and owing Coach Guttin in consideration of his duties as University's Head Baseball Coach.

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

**4. Additional Entitlements**

In addition to the base salary, above provided, Coach Guttin shall receive the following entitlements:

**(a) Workmen's Compensation Insurance**

The University will provide Workmen's Compensation insurance for payment of any medical expense, and compensation, as provided by the laws of the State of Missouri, if Coach Guttin suffers an injury or incurs an occupational disease arising out of and in the course of his employment. Compensability under such law is prescribed by state statute, and not by the University or by this contract.

**(b) Retirement Fund**

The full contribution required for the Missouri State Employees Retirement System (MOSERS) will be paid by the University for Coach Guttin's retirement account.

**(c) Other Benefits and Privileges**

The benefits and privileges accorded the University administrative, professional and staff employees, such as, but not limited to, paid vacation, sick leave, hospitalization/medical insurance, life insurance, long-term disability insurance, and other benefits established by the Board of Governors will likewise be accorded to Coach Guttin. It is agreed that the terms and conditions in the Faculty Handbook will not be regarded as a part of this agreement, and that Coach Guttin is not on tenure track and is not receiving tenure.



**5. Camp(s)**

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

- (a) **University Fee Per Camp Enrollee.** Coach Guttin agrees to pay the University \$5 per person for each camp enrollee up to a maximum of 1,000 camp enrollees for the 2015 and 2016 for the rental of Hammons Indoor Practice Facility. For the remaining years of the Agreement, Coach Guttin agrees to increase the per person rate to a maximum of \$10 per person, if so requested by the University, and the University will give notice of any requested increase by December 31 prior to the fiscal year the increase will be effective.
- (b) **Insurance Obligations.** Coach Guttin agrees to secure commercial general liability insurance to cover the operation of the camp. Such policy limits insurance shall be in amounts no less than Five Hundred Thousand Dollars (\$500,000) per person, and Two Million Dollars (\$2,000,000) in the aggregate, with the Board of Governors of Missouri State University named as an additional insured. No such insurance shall be construed to constitute a waiver of any sovereign, governmental or official immunity. Coach Guttin agrees to increase the liability limits if requested by the University as a result of a change in Missouri law.

- (c) **Mandated Reporter Training.** Coach Guttin will attend and require his staff to attend any University-required mandated reporter trainings prior to conducting any baseball camps.
- (d) **Use of University's Athletic Facilities.** Coach Guttin shall be entitled to use the Hammons Indoor Practice Facility under this Section 5. Other University facilities may also be used in conducting baseball camps, subject to scheduling and availability. Coach Guttin shall work with the University's Director of Athletics to schedule use of these other athletic facilities.
- (e) **Use of University's Housing System.** Coach Guttin shall be given access to the University's residency housing system for use in conjunction with the baseball camps, provided that he shall pay the daily summer rate charges of Fifteen Dollars (\$15.00) per person for housing (including linens) in the summer of 2015. The University agrees to provide Coach Guttin with notice of any increase in residence hall rates for the subsequent year by the preceding December 31.
- (f) **No Guarantee as to Number of Camp Participants.** Coach Guttin does not guarantee any number of baseball camp participants or enrollees.
- (g) **Registration Fee, Revenue for Baseball Camps.** The registration fee for each enrollee shall be established by Coach Guttin. Coach Guttin shall be allowed to retain all revenues and income generated by such camp, less fees referenced above in Sections 5(a) and (e).
- (h) **Use of University Name, Logos in Camp Brochures.** Coach Guttin may use the University names, logos, and depictions in brochures and similar camp documentation.

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

**6. Other Compensation and Incentives**

- (a) **Achievement Payments.** Coach Guttin shall be entitled to receive certain payments (before taxes) if the University's baseball team (the "Team") performs to certain levels of achievement.

- (i) **Conference Champions or Co-Champions**

- In the event the team finishes as champions in the Missouri Valley Conference, an additional **\$2,500** will be paid for a conference championship and **\$1,400** will be paid for a conference co-championship.

- (ii) **Conference Post-Season Tournament**

- In the event a post-season conference tournament is held, and the team is champion of that tournament, an additional **\$2,500** will be paid.

- (iii) **NCAA Baseball Tournament**

- In the event the baseball team is invited to appear in the NCAA post-season tournament, Coach Guttin will be paid an additional **\$700** for each game appearance as well as one of the following: **\$5,000** if the team wins the NCAA Regional; **\$10,000** if the teams wins the NCAA Super

Regional; **\$25,000** if the team advances to the NCAA Championship Series; or **\$50,000** if the team wins the NCAA College World Series.

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

(b) **Expense Allowance.** All necessary and reasonable expenses incurred by Coach Guttin while recruiting or on official business for the University's baseball or athletics program will be paid/reimbursed to Coach Guttin, pursuant to University policy, as well as expenses referenced above in Section 3(c). Such expenses must be approved by the University's Director of Athletics upon presentation of expense vouchers and supporting documents; such approval not to be unreasonably withheld.

(c) **Use of Automobile.** University shall furnish Coach Guttin with an automobile, pursuant to a lease agreement with the University, for his business and personal use for the duration of this Agreement, as long as the University and/or the Foundation receives such a vehicle via a trade-out with an automobile dealer in relation to a membership in The Bears Fund. The terms of the lease agreement shall control the use, maintenance, and insurance requirements applicable to such automobile. Coach Guttin shall be responsible for ensuring that the automobile is insured with policy limits acceptable to the University, and the University shall pay/reimburse Coach Guttin all insurance and maintenance costs associated with his use of the automobile.

- (d) **Tax Withholding on Fringe Benefit Programs.** The University will only withhold taxes, FICA and MOSERS retirement benefits if required by law on the fringe benefit programs on all payments made to Coach Guttin, unless authorized in writing by Coach Guttin.

**7. Professional and Moral Conduct Required**

It is understood Coach Guttin is being employed by University, which is a member institution of the National Collegiate Athletic Association (“NCAA”), for the purpose of administering, conducting, and coaching the Team. Accordingly, Coach Guttin agrees he will diligently conduct the baseball program under his direction 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) Coach Guttin will make best efforts to ensure that the Team’s student-athletes comport themselves with honesty and sportsmanship at all times.
- (b) Coach Guttin shall not accept compensation or gratuities of any kind whatsoever, either directly or indirectly, for representing a professional sports organization in the scouting or contacting of athletics talent or the negotiating of a contract.
- (c) Coach Guttin shall not knowingly participate in the management, coaching, officiating, supervision, promotion, or player selection of any all-star contest involving student-athletes that is not certified by the NCAA’s Extra Events Committee.
- (d) Except as is ordinarily done by a baseball coach at a university, Coach Guttin shall not represent a student-athlete in the marketing of athletics ability or reputation to a professional sports team or professional sports organization, and

shall not receive compensation or gratuities of any kind, directly or indirectly, for such services.

(e) Coach Guttin is required to provide a written detailed account annually to the University President for all athletically-related income and benefits from sources outside the University. Sources of such income shall include, but are not limited to, the following:

- Income from annuities;
- Sports camps;
- Housing benefits (including preferential housing arrangements);
- Country club memberships;
- Complimentary ticket sales; and

(f) Coach Guttin further agrees that he may be suspended for a period of time, without pay, or that his employment may be terminated, notwithstanding any other provisions of this agreement, if he is found to be involved in deliberate and serious violations of the above NCAA regulations. Failure to maintain these provisions shall constitute material breach of this agreement.

## **8. Extension Agreements**

On or before June 15 of each year of this Agreement, the University's Director of Athletics and Associate Director of Athletics, in conjunction with the Board of Governors, will conduct a performance review and evaluation of Coach Guttin and shall give Coach Guttin notice in writing stating the number of years it is willing to extend the agreement, if any, beyond the years remaining in the term established herein, and the salary for the first year of the extension. Not later than fifteen (15) calendar days

following receipt of such notice, Coach Guttin shall respond by stating his acceptance or rejection, or his proposed modification of any salary offer extended by the University. If agreement upon the terms of such extension is reached, a new agreement document codifying the terms agreed upon shall be executed by the parties.

**9. Termination.**

**(a) Termination Due to Expiration of Term.** If no extension of the Agreement beyond the term specified above is made, this Agreement shall terminate as of the last day of the term (i.e., June 30, 2019).

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

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

disability plan, the University will supplement those benefits to insure Coach Guttin receives his full compensation.

- (ii) **For Just Cause.** The term “just cause” is defined as acts by Coach Guttin constituting or involving dishonesty, moral turpitude, conviction of a felony, and major infractions of NCAA rules and regulations, prolonged absence from duty without the consent of the Athletic Director, and willful disregard for the welfare and safety of University’s student-athletes which has resulted in serious injury or death. No termination of employment for alleged “just cause” shall occur without first giving Coach Guttin notice in writing of the cause alleged, and an opportunity to be heard.
- (iii) **Effect of Termination for Just Cause.** In the event the University terminates Coach Guttin’s employment, under Section 9(b)(ii) above, Coach Guttin shall not be entitled to any further compensation following the date of such termination, unless otherwise agreed to in writing by the University. He will, however, be entitled to all compensation and achievement payments earned through the date of termination.

**10. Cancellation**

- (a) **Cancellation Without Cause by Coach Guttin.** Coach Guttin may cancel the Agreement prior to the conclusion of the Term, provided he gives notice of such cancellation to the Director of Athletics by June 1 of the year in which he wishes to cancel the Agreement.
- (b) **Cancellation Without Cause by University.** Notwithstanding any provision of the Agreement to the contrary, University may also elect to cancel the Agreement



in any year by notification to Coach Guttin in writing, on or before June 15 of any year of this Agreement, and in which case the Agreement shall terminate June 30 following the notice of cancellation. It is understood that cancellation does not require just cause or any cause. In the event of cancellation by University, Coach Guttin shall be entitled to a liquidated sum in the amount of Nine Thousand Four Hundred Fifty-One Dollars and Fifty-Eight Cents (\$9,451.58) for each full month remaining on this Agreement, it being agreed by the parties that such liquidated sum shall be appropriate as damages to Coach Guttin in the case of such cancellation by University, actual damages being difficult to determine. For example, if the University cancels the Agreement with twenty (20) months remaining, the liquidated damages for cancellation shall be One Hundred Eighty-Nine Thousand Thirty-One Dollars and Sixty Cents (\$189,031.60) (base monthly pay of \$9,451.58 X 20 months). Said liquidated sum will be paid within thirty (30) days following the Cancellation Date and will be in full and complete satisfaction of all amounts which would be otherwise payable to Coach Guttin after the cancellation date. MOSERS retirement will not be paid on the liquidated sum. Social Security (FICA, Medicare tax) only will be paid on said liquidated sum, and standard payroll deductions for Social Security and income tax will be withheld. Coach Guttin will also be paid on or before the Cancellation Date any and all amounts actually earned by Coach Guttin on or before the Cancellation Date.

**11. Missouri Law**

The laws of the State of Missouri shall govern this Agreement, including the Missouri Sunshine Law. Coach Guttin acknowledges that the Agreement is a public document under the Sunshine Law that University may release without prior notice to him.

**12. Entire Agreement**

This Agreement constitutes the entire understanding between the parties, all previous oral and written statements, negotiations, and Memorandum of Understanding having been incorporated herein. It may only be amended by a writing signed by the parties.

THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.

WITNESS WHEREOF, the parties have executed this Agreement with effective date as noted above.

ATTEST:

**BOARD OF GOVERNORS OF  
MISSOURI STATE  
UNIVERSITY**

\_\_\_\_\_  
Secretary                      Date  
Board of Governors

\_\_\_\_\_  
Stephen B. Hoven, Chair                      Date  
Board of Governors

\_\_\_\_\_  
                        
Keith Guttin                      Date  
Head Baseball Coach

III.B.1.

**RECOMMENDED ACTION – Faculty Handbook Revision Proposed Changes, Handbook Sections 4.2.3.2; 5.8.5.9 and 14.3; 4.7.2 and 4.7.3.1; 4.5.1.2; 4.5.1.3; 6.10**

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

**WHEREAS**, the Provost, the Faculty Senate, the Faculty Handbook Revision Committee, and the General Counsel believe Chapter **4.2.3.2; 5.8.5.9 and 14.3; 4.7.2 and 4.7.3.1; 4.5.1.2; 4.5.1.3; 6.10** of the Faculty Handbook should be revised.

**WHEREAS**, all revisions have been agreed to by all parties as outlined in the attached as Exhibits A through F;

**NOW, THEREFORE, BE IT RESOLVED** that Sections **4.2.3.2; 5.8.5.9 and 14.3; 4.7.2 and 4.7.3.1; 4.5.1.2; 4.5.1.3; 6.10** which are attached as Exhibits A through F be approved as submitted.

**VOTE:**      **AYE** \_\_\_\_\_

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

**EXECUTIVE SUMMARY:**

- **EXHIBIT A: Revisions to Section 4.2.3.2. University Citizenship**  
In the interest of maintaining broad participation in the decision-making process at the University, faculty must recognize their responsibilities to the organization and contribute fairly to the task of shared-governance regardless of teaching modality. University citizenship includes, but is not limited to, service on program, departmental, college and university committees and task forces. In so doing, faculty members increase the level of self-determination in their ranks.

Service activities supporting University citizenship may also include collaborations and contributions for the collegiate well-being such as providing professional development, participating in campus discussions, and expanding opportunities for shaping the learning environment.

Exceptions to this policy require Department Head approval in keeping with departmental guidelines.

- **EXHIBIT B:** Revision to Section 5.8.5.9, and 14.3 **Minimum enrollment guidelines**  
 Inclusion of definition (page 108) Minimum enrollment guidelines: For undergraduate and graduate courses, shall be determined by the Department Head in consultation with the respective college Dean as aligned with any applicable written college and/or departmental policy.
- **EXHIBIT C:** Revision to Section 4.7.2. **Grounds for a PPC Appeal**  
 Appeals based on denial or granting of promotion, tenure or reappointment shall be filed with the Associate Provost for Faculty and Academic Affairs no later than 35 business days after notification of the decision, and shall proceed to the Provost's Personnel Committee. ...
- **EXHIBIT C:** Revision to Section 4.7.2. as shown above section 4.7.3.1 **Appeal Related to Reappointment, Tenure, or Promotion**  
 An appeal or claim related to reappointment, granting of tenure or promotion decisions shall be initiated with the Associate Provost for Faculty and Academic Affairs and filed in the Faculty Senate Office no later than 35 business days after notification of the decision. ...
- **EXHIBIT D:** Section 4.5.1.2. **Adding reference to religious accommodations for faculty in meeting classes**

Faculty members are expected to meet their assigned classes or to see that suitable alternate arrangements have been made for learning experiences for their students in the case of a required absence of the instructor because of unusual circumstances or because of attendance at a professional meeting. When instructors are unable to meet a class because of illness, they must call the departmental office and make arrangements to notify their classes concerning the cancellation of classes and new assignments or to make other arrangements for the classes that will be missed. Faculty who wish to request a religious accommodation to miss class should consult the Policy Library, [Op1.02-1 Accommodations for Religious Observances Policy](#).
- **EXHIBIT E:** Section 4.5.1.3., p. 38. **Adding reference for religious accommodations for students in Course Policy Statements.**

12. \*Nondiscrimination Policy: A statement consistent with University policy.  
 \*Policy on Disability Accommodation: A statement consistent with University Policy.  
 13 \*Religious accommodation: A statement consistent with University Policy.  
 14. \*Cell Phone Policy: A statement consistent with University Policy.  
 15. \*Emergency Response: A statement about pertinent information about safety issues, which may direct students to classroom-specific information posted on Blackboard.
- **EXHIBIT E:** Editorial Change Section 6.10, p. 62 **Check Cashing Privileges**

Check Cashing Privileges: Faculty may cash personal checks up to \$50 per day with their BearPass Card at the Bursar's Office. See the Bursar's Office website for more information.

- **EXHIBIT F: Editorial Change Section 6.10, p. 62 University Charge Accounts as part of My Payment Plan Operating Policy**

Missouri State Bookstore: Faculty are eligible for a discount on purchases upon presentation of their University BearPass Card. Affiliate stores are located across campus including, Bear Necessities, Bear House Entertainment, It's a Greek Thing (located in the Plaster Student Union), The Team Store (located in the JQH Arena), and ETC (located in Hammons House).

My Payment Plan: Missouri State University allows students, staff, and faculty in good financial standing to make charges on their accounts for required student fees, residence hall charges, Taylor Health and Wellness Center charges, parking permits and fines, bookstore charges, library fines and other charges and pay for those charges in installments – in accordance with [My Payment Plan](#).

Notary Public: Notary services are provided free of charge. A complete listing of notaries, their office room numbers and telephone numbers can be found at <http://www.missouristate.edu/dos/notaries.htm>.

III.C.1.

**RECOMMENDED ACTION** - Approval of Activity Report.

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

**BE IT RESOLVED** by the Board of Governors for Missouri State University that the attached Activity Report dated June 26, 2015, as presented by Business and Support Services, be accepted and approved.

**VOTE:**        **AYE** \_\_\_\_\_

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

**COMMENTS:**

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

It is recommended that the attached report be approved.

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

**June 26, 2015**

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

**Construct Roof Over Entrance to Building  
Shannon Hall (Mt. Grove)**

**Project Budget  
\$11,186.74**

A notice to proceed was issued to Feller Construction, Inc. in the amount of \$11,186.74. This project was issued under the FY15 Job Order Contract Services agreement. This project consists of expenses for constructing a roof over the north entrance to Shannon Hall in Mt. Grove. The steps to the building need protection from winter and icy conditions to keep people safe as they enter the building. The project budget has been established as follows:

<b>Project Budget</b>		
Consulting Fees	\$	0.00
Construction Contracts	\$	11,186.74
Project Administration		0.00
Construction Contingency		0.00
Furniture, Fixtures, & Equipment		0.00
Telecommunications		0.00
Relocation Costs		0.00
<b>Total Project Budget</b>	<b>\$</b>	<b>11,186.74</b>

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



III.C.2.

**RECOMMENDED ACTION** - Approval of Purchasing 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 Purchasing Activity Report dated June 26, 2015, as presented by Business and Support Services, be accepted and approved.

**VOTE:**      **AYE** \_\_\_\_\_

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

**COMMENTS:**

This report summarizes purchasing activities of Business and Support Services.

It is recommended that the attached report be approved.

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

**June 26, 2015**

**City of West Plains**

**West Plains Civic Center**

**Budget**

**\$127,352.80**

Renewal of the contract with the City of West Plains to lease the West Plains Civic Center for certain University functions. Contract period is July 1, 2015, through June 30, 2016. The prior rate of \$104,516.76 for the base lease was in effect since July 1, 2014, and reflected a 1.5% increase from the prior year. The current rate was negotiated and agreed to by the University and the West Plains Civic Center Board and reflects a 0.8% increase to \$105,352.80. An addendum to the contract for additional fees for staffing and equipment are charged by the Civic Center for certain Missouri State University–West Plains events according to a schedule. This cost is estimated to be \$22,000.00 for the contract period.

III.C.3.

**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.

**RANKED FACULTY APPOINTMENT:**

<u>Name</u>	<u>Position/Department</u>	<u>Salary</u>	<u>Effective</u>
Mina Higgins	Instructor of Nursing	\$43,500	8/10/2015 5/20/2016
Dasha Russell	Instructor of Accounting and Entrepreneurship	\$37,000	8/10/2015 5/20/2016

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

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

(See Addendum C for Per Course Faculty for the summer 2015 semester)

**VOTE:**      **AYE** \_\_\_\_\_

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

**ADDENDUM A**

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

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Lindsay Hill	NUR	\$600
Kathleen Morrison	PLS	\$600

**ADDENDUM B****Supplemental payments for the summer 2015 semester:**

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Leigh Adams	ENG	\$3,150
Edward Birdyshaw	ECO	\$3,488
Cathy Boys	AGR/IDS/Internships/Div. Chair duties	\$8,279
Thora Broyles	MTH	\$2,808
Judy Carr	PSY/SOC/Div. Chair duties	\$8,348
Joyce DeWitt	NUR	\$5,533
Alexandra Graham	ENG	\$2,796
James Hart	CIS/Internships	\$7,776
Carla Huddleston	NUR	\$6,207
Seongchun (Michelle) Kwon	MTH	\$8,775
Renee Moore	CFD/Internships	\$5,508
Connie Morgan	HST	\$3,141
Barbara Nyden	Internships	\$500
Gary Phillips	COM	\$3,827
Frank Priest	ENG	\$7,089
Joseph Rugutt	CHM	\$10,983
Brenda Smith	CFD	\$3,036
Rajiv Thakur	GRY	\$7,078
Jay Towell	MTH/Div. Chair duties	\$10,320
Jerry Trick	MTH/PSY/IDS Coord. duties	\$11,293
Lisa Wade	NUR	\$3,682
David White	BUS/MGT/Dist. Learning Coord. duties	\$8,661
Linda Wulff-Risner	Internships	\$250

**ADDENDUM C****The following have been appointed as Per Course Faculty for the summer 2015 semester:**

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Sherryl Brannan	KIN	\$1,404
Saron Bynum	HST	\$5,100
Barbara Dykes	CHM	\$2,010
Stephen (Mark) Fugitt	REL	\$1,800
John Hansen	ENG	\$1,800
Robert Kitt	ART	\$1,800
Kimberly Kosmicke	MTH	\$1,800
David Mayers	ENV	\$2,604
Patricia Orchard	EDU	\$1,400
RA Pendergrass	PLS	\$2,100
Shelia Priest	REL	\$1,800
Tamara Rose	BIO	\$2,604
Deanna Smith	ECO	\$1,800
Randy Story	COM	\$1,800
Krista Tate	HST	\$1,800
Julie Thompson	IMT	\$2,100
V. Jane Ward	EDU	\$4,438
Barbara Williams	ART	\$1,800
Nick Xidis	PHY	\$2,808

**Comments:**

Mina Higgins

ASN from Missouri State University-West Plains

BSN from Missouri State University

MSN from Missouri State University

2001 – 2002	Family Nurse Practitioner at Texas County Memorial Hospital-Family Clinic
2002 – 2003	Family Nurse Practitioner at St. John's Regional Health Center-Houston Clinic
2003 – 2007	Family Nurse Practitioner at Cox Family Medicine of Mountain Grove
2007 – 2011	Family Nurse Practitioner at Mercy Health – Willow Springs Clinic
2011 – Present	Family Nurse Practitioner at Mercy Health – Ava Clinic

.....

Dasha Russell

B.S. from Missouri State University

M.S. from Missouri State University

2009	Graduate Assistant at Missouri State University - Accountant
2010 – 2012	Schultz, Wood & Rapp, P.C. – Public Accountant
2012 – Present	North Arkansas Electric Cooperative, Inc.

III.C.4.

**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>
Laurie Wall	Registrar, WP WP Registration & Records	44	\$41,000 Annually	05/11/2015
Jared L Cates	Career Center Data Coordinator WP Career Services	42	\$34,000 Annually	06/01/2015
Michael A. Orf	Assistant Dean of Academic Affairs WP Academic Affairs	45	\$53,856	07/01/2015

**RESIGNATION:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Mathew R. Crouse	Graphic Designer, WP WP University Communications	06/03/2015
Caitlin Crouse	Admissions Coord/Academic Advisor Nursing, WP WP Allied Health Division	06/03/2015
Emily J. Gibson	Theatre & Events Coordinator, WP WP University / Community Programs	05/16/2015

**VOTE:**     **AYE** \_\_\_\_\_

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



III.D.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 April 28, 2015 through June 10, 2015 be approved.

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

**FOR INFORMATIONAL PURPOSES ONLY**

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

**Vision Measuring System \$30,065.00  
Research and Economic Development**

Pursuant to University policy, which addresses justification for making awards on a single feasible source basis, a Vision Measuring System has been purchased to support product development in various industries for Research and Economic Development. Items are inspected in various stages of development, and the equipment assists with the calibration of tools and systems used to create prototypes.

This system will benefit the Jordan Valley Innovation Center (JVIC) in obtaining additional sponsored programs, and will support its operations and projects with groups such as the JVIC corporate affiliates, eFactory tenants/clients, and University academic units.

A purchase order has been issued to Burst Machinery Company for a demonstration unit that is available at a discount from a single distributor for a limited period of time.

**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**

**DS1 and DS3 Telecommunication Services \$30,100.00  
Broadcast Services (Estimated)**

Contract 4267-1 with Sho-Me Technologies LLC to provide DS3 and DS1 telecommunication services for the period August 1, 2015 through July 31, 2016 will be renewed. This is the third of three available contract renewal options.

Except for the Missouri Universal Service Fund fees, which are established by the Missouri Public Service Commission, pricing will remain unchanged from the original period.

**Note: Funding to be from the FY16 operating budget, subject to Board approval.**

April 28, 2015 through June 10, 2015

**ACTIVITY REPORT  
PAGE TWO**

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

**Mailing Services** **\$30,106.00**  
**Campus Wide** **(Estimated)**

Contract 6682-1 with Ozark Mailing Service to provide mailing services to University departments for the period August 1, 2015 through July 31, 2016 will be renewed. This is the first of four available contract renewal options. Prices will increase by 2% as provided for in the contract.

**Note: Funding to be from the FY16 operational budget, subject to Board approval.**

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

**Tickets for Missouri Valley Conference, Men's Basketball** **\$30,375.00**  
**Intercollegiate Athletics**

Payment processed for 225 Men's Basketball All-Session Tickets for the Missouri Valley Conference.

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

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

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

**Mediasite Media Recorders** **\$30,650.00**  
**Health and Human Services**

Only one bid was received for the purchase of four (4) Mediasite Media Recorders and associated maintenance. These recorders will be used for live and recorded lecture capture for the Nurse Anesthesia, Nursing, Occupational Therapy, and Physician Assistants Studies departments and will be housed in the new O'Reilly Clinical Health Sciences Center.

April 28, 2015 through June 10, 2015

**ACTIVITY REPORT  
PAGE THREE**

A purchase order has been issued to Video Service of America.

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

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

**Computer Hardware** **\$31,724.00**  
**College of Arts and Letters**

Pursuant to University policy, which allows for participation in contract agreements established by other public entities, the University has purchased 28 all-in-one computers utilizing the University of Missouri's contract with Dell Marketing.

The 28 new all-in-one computers, including mice and keyboards, will replace full-time faculty and staff computers that are four (4) or more years old as part of the College's annual 25% computing upgrade program.

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

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

**Environmental Design Services – Davis-Harrington Welcome Center** **\$35,000.00**  
**Marketing and Communications**

The University is in the final stage of construction of the Davis-Harrington Welcome Center located on campus at National Avenue and Madison Street. As a state-of-the-art facility, the building will serve as the gateway to the University, and it will be a first stop for prospective students and their parents as they begin what is hoped to be a lifelong relationship with the University. A key element to engaging the students is a well-branded environmental design that reflects the messaging and design of the University, potentially demonstrated via wall murals, ceiling banners, interactive displays and other graphic elements.

With the recent approval on May 5, 2015 for State of Missouri 50/50 match funds for the Davis-Harrington Welcome Center, a budget is now available to fund a branded environmental design for the center.

April 28, 2015 through June 10, 2015

**ACTIVITY REPORT  
PAGE FOUR**

Development and approval of a concept for the branded environmental design is expected to take approximately six to eight weeks, and bidding, production, and installation of the design elements are estimated to take eight to ten weeks. This compressed timeline prevents the team from utilizing the formal bid process for these services.

Ologie is a national branding and digital agency whose portfolio includes branded environmental design in higher education. A proposal was requested by Marketing and Communications from Ologie in late March to obtain a better understanding of what time and cost would be involved in this type of project. Multiple attempts by Planning, Design, and Construction to obtain proposals from other providers who might have experience in this area resulted in unreturned telephone calls.

The Ologie proposal and experience meet the requirements for the Davis-Harrington Welcome Center. Additionally, Ologie has also been recommended through the formal bid process via RFP 6968-23 as the agency of choice to create a refreshed branding platform for the University. In using Ologie for both projects, there is confidence that an integrated design reflecting the refreshed branding of the University will be more easily achieved.

Based on the timeline, existing proposal, and engagement of Ologie for the refreshed branding project, the University is proceeding with Ologie as a single feasible source purchase for the branded environmental design of the Davis-Harrington Welcome Center.

**Note: Funding to be from State of Missouri appropriations, 50/50 match funds.**

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

**Grant Evaluation Services \$37,152.00  
Childhood Education & Family Studies (CEFS) and Mathematics**

A project entitled *Getting it W.R.I.T.E. in Mathematics*, from the Missouri Department of Higher Education, will receive a grant award of \$171,593.78. Of this amount, at least \$37,152.00 must be set aside for external evaluation services provided by the M.A. Henry Consulting, LLC, as described in the external evaluation agreement.

The start date for this grant was April 1, 2015, and the end date for project activities is October 14, 2016. External evaluation invoices need to be submitted on May 1, 2015 (\$7,430.40), October 12, 2015 (\$14,860.80) and October 10, 2016 (\$14,860.80). Total payments will be \$7,430.40 + \$14,860.80 + \$14,860.80 = \$37,152.00.

April 28, 2015 through June 10, 2015

**ACTIVITY REPORT  
PAGE FIVE**

Because M.A. Henry Consulting was named by the grantor as an evaluator, a solicitation does not apply. Payment of \$7,430.40 has been issued to M.A. Henry Consulting, LLC for services to date.

**Note: Funding to be from a grant from the Missouri of Department of Higher Education.**

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

**Grant Evaluation Services** **\$37,152.00**  
**Geography, Geology, and Planning**

A project entitled *Science and Technology for Elementary Educators: A Literacy and Environmental Approach (STEEL)*, from the Missouri Department of Higher Education, will receive a grant award of \$199,775.48. Of this amount, at least \$37,152.00 must be set aside for external evaluation services provided by the M.A. Henry Consulting, LLC, as described in the external evaluation agreement.

The start date for this grant was February 18, 2015, and the end date for project activities is June 30, 2018. External evaluation invoices need to be submitted on April 15, 2015 (\$7,430.40), October, 15, 2015 (\$14,860.80) and October 14, 2016 (\$14,860.80). Total payments will be  $\$7,430.40 + \$14,860.80 + \$14,860.80 = \$37,152.00$ .

Because M.A. Henry Consulting was named by the grantor as an evaluator, a solicitation does not apply. Payment of \$7,430.40 has been issued to M.A. Henry Consulting, LLC for services to date.

**Note: Funding to be from a grant from the Missouri of Department of Higher Education.**

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

**Cylinder Gases** **\$37,321.00**  
**Campus Wide** **(Estimated)**

Contract 6308-1 with Airgas USA, LLC to provide cylinder gas services to University departments is being renewed for the period July 1, 2015 through June 30, 2016. This is the

April 28, 2015 through June 10, 2015

**ACTIVITY REPORT  
PAGE SIX**

second of four available contract renewal options. Pricing will increase by 3% as provided for in the contract.

**Note: Funding to be from the FY16 operational budget, subject to Board approval.**

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

**Piano** **\$41,577.00**  
**Music Department**

In response to a competitive solicitation, a purchase order has been issued to Schmitt Music, Overland Park, Kansas, for one Steinway 7' Boston grand piano at \$41,577.00, including delivery and set-up, and less a trade-in of \$3,000.00 for an existing model. The solicitation was advertised and sent to three distributors for Steinway. As the designated Steinway dealer for the region, Schmitt was the only respondent to the bid.

Steinway is considered to be a world flagship piano manufacturer. Its Boston models are known to be among the best sounding, most well-constructed, and long-lived instruments on the market.

**Note: Funding to be from the College of Arts and Letters Department of Music enrollment fee.**

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

**Computer Hardware** **\$47,041.50**  
**Taylor Health and Wellness Center**

Pursuant to University policy, which allows for participation in contract agreements established by other public entities, the University has purchased 50 computers utilizing the University of Missouri's contract with Dell Marketing.

The 50 new computers, including mice and keyboards, will replace full-time staff computers that are four (4) or more years old as part of the Health Center's annual upgrade cycle.

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

April 28, 2015 through June 10, 2015

**ACTIVITY REPORT  
PAGE SEVEN**

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

**Spectrophotometer** **\$47,500.00**  
**Agriculture**

Only one bid was received for the purchase of a spectrophotometer by Agriculture. This piece of equipment has the ability to measure multiple samples of forages, grains, mixed feed, feces, milk and meat. Results given for crude protein, energy, fat, and fiber are accurate enough to be considered acceptable for publication in scientific journals.

Use of the instrument is simple and does not require any kits or compounds. As such, it can be used as both a teaching and a research tool and will be used in animal and plant sciences nutrition, feeds and feeding, and forages classes to illustrate how errors in sampling techniques can affect results.

A purchase order has been issued to Unity Scientific.

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

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

**Medical Furniture** **\$48,881.34**  
**College of Health and Human Services**

Pursuant to University policy, which allows for participation in contract agreements established by other public entities, the University has purchased medical furniture utilizing the Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP) cooperative contract with McKesson Medical-Surgical Incorporated.

The medical furniture will be located in the new O'Reilly Clinical Health Sciences Center.

A purchase order has been issued to McKesson Medical-Surgical Incorporated.

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

April 28, 2015 through June 10, 2015



**ACTIVITY REPORT  
PAGE EIGHT**

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

**Crispin Automation Hardware Upgrade \$51,760.00  
Research and Economic Development**

Pursuant to University policy, which addresses justification for making awards on a single feasible source basis, Ozarks Public Television (OPT) has purchased an automation system that operates the core broadcast system in the master control facility.

The original hardware, installed in 2001 following a competitive bid process, has exceeded its useful life and needs to be replaced by the manufacturer. Crispin custom builds the hardware to their specifications and supplies the equipment configured for their proprietary software.

A purchase order has been issued to Crispin Corporation as the manufacturer, distributor, and sole source for this custom-built equipment.

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

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

**Computer Hardware \$56,650.00  
College of Health and Human Services**

Pursuant to University policy, which allows for participation in contract agreements established by other public entities, the University has purchased 50 all-in-one computers utilizing the University of Missouri's contract with Dell Marketing.

The 50 new all-in-one computers, including mice and keyboards, will replace full-time faculty and staff computers that are four (4) or more years old as part of the College's annual upgrade cycle.

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

April 28, 2015 through June 10, 2015

**ACTIVITY REPORT  
PAGE NINE**

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

**Simulation Manikins** **\$72,240.34**  
**College of Health and Human Services**

Pursuant to University policy, which addresses justification for making awards on a single feasible source basis, the University has purchased simulation manikins for the High-Fidelity Nursing Simulation Laboratory which will be located in the new O'Reilly Clinical Health Sciences Center.

Simulation manikins are unique in that they can be programmed by the faculty to have any medical condition desired, and will be utilized for educational and training purposes by nursing students, as well as other departments within the University.

The manikins from Laerdal provide an entire simulation package with servers, cameras, software, and support that the simulation laboratory was specifically designed to complement.

A purchase order has been issued to Laerdal Medical Corporation.

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

April 28, 2015 through June 10, 2015

III.E.1.

**MISSOURI STATE UNIVERSITY**

AGREEMENT NO. \_\_\_\_\_  
Approval of rental rates for space in  
the Kenneth E. Meyer Alumni  
Center for various departments and  
University related offices.

BOARD RESOLUTION

BE IT RESOLVED by the Board of Governors for Missouri State University that space not to exceed 50,634 square feet of space be rented at a price of between \$9.50 - \$11.00 per square foot for various University departments and offices in Meyer Alumni Center for the 2015-2016 fiscal year.

BE IT RESOLVED by the Board of Governors for Missouri State University that the 2015-2016 lease for Meyer Alumni Center be formally approved via this resolution at the \$9.50 - \$11.00 per square foot rental rate for the 50,634 square feet of space in Meyer Alumni Center.

BE IT FURTHER RESOLVED that the Chair of the Board of Governors or his/her designee be hereby authorized to initiate and sign a lease agreement for July 1, 2015 - June 30, 2016 with the owner of this building, the Missouri State University Foundation.

\_\_\_\_\_  
Stephen B. Hoven  
Chair of the Board

Passed at Meeting of  
June 26, 2015

\_\_\_\_\_  
John W. McAlear  
Secretary

**Note: The lease rates of \$9.50 and \$11.00 per square feet have not changed from the previous year.**

Development and Alumni Relations	20,372 sq. ft.	\$ 9.50
Development and Alumni Relations	4,865	\$11.00
University Relations, Publications, University Communications, Web & New Media	8,517	\$ 9.50
Photo Services	1,965	\$ 9.50
University Advancement	3,200	\$11.00
Learning Diagnostic Clinic/Assessment Center	2,666	\$ 9.50
Mail Room and Vending	420	\$ 9.50
Office of Access and Outreach	2,339 x	\$ 9.50
Office of Access and Outreach	5,689 x	\$11.00
Missouri Campus Compact	<u>601</u> x	\$11.00
 Total Square Feet	 50,634 sq. ft.	
 Overview:		
Total square feet at \$9.50	36,279	\$ 344,650.50
Total square feet at \$11.00	<u>14,355</u>	<u>157,905.00</u>
	50,634	\$ 502,555.50

Notes:

- 1) Missouri State University does a monthly budget transfer for the following areas: Development and Alumni Relations, University Relations/Publications/University Communications/Web & New Media, Photo Services, University Advancement, Learning Diagnostic Center/Assessment Center, the mail room and vending areas. Total square feet: 42,005
- 2) The following areas do a monthly budget transfer for their space: Office of Access and Outreach, and Missouri Campus Compact. Total square feet: 8,629

*June 26, 2015*

## LEASE AGREEMENT

This Lease made this 26th day of June, 2015, by and between the Missouri State University Foundation, a Missouri not-for-profit corporation, hereinafter referred to as "Landlord" and Missouri State University, hereinafter referred to as "Tenant".

WITNESSETH THAT:

### ARTICLE I: PREMISES

**1.1 Original premises:** Landlord hereby demises and leases to Tenant certain premises situated in the Kenneth E. Meyer Alumni Center located on the southeast corner of Jefferson and McDaniel in the City of Springfield, Missouri ("the Center"), as more particularly described in **Exhibit A** hereto and made a part hereof.

**1.2 Parking Spaces:** Landlord shall provide Tenant, at no additional cost to Tenant, one parking space in the garage adjacent to the Center for each 350 square feet of space leased by Tenant.

### ARTICLE II: TERM

**2.1 Term:** The term of this Lease shall commence on July 1, 2015 (the "Commencement Date") and, subject to Tenant's option, if any, to extend the term of this Lease, as hereinafter provided, shall end on June 30, 2016 ("the Expiration Date"), both inclusive unless sooner terminated hereby.

**2.2 Possession of Premises:** Possession of the premises was taken by the Tenant in October of 1989, and Tenant is still in possession as of the date this lease agreement is executed and this lease is to be applied retroactively.

**2.3 Acceptance of Premises:** Occupying all or any portion of the Premises by Tenant shall be conclusive that the Premises are in satisfactory condition and acceptable to Tenant subject only to latent defects and deficiencies brought in writing to the attention of the Landlord by the Tenant within a reasonable time following discovery thereof.

### ARTICLE III: USE OF PREMISES; RULES AND REGULATIONS

**3.1 Tenant's use:** The Premises consisting of fifty thousand six hundred thirty four (50,634) square feet, located in the Meyer Alumni Center, shall be used for the offices of Development and Alumni Relations, Learning Diagnostic Clinic/Assessment Center, University Advancement, Marketing and Communications (Publications/University Communications/Photo Services/Web and New Media), Office of Access and Outreach, Missouri Campus Compact and any other university office so desired by the University. Tenant shall, at Tenant's expense, comply with all laws, rules, regulations, requirements, and ordinances enacted or imposed by any governmental unit having jurisdiction over the Center, Premises, Landlord or Tenant. Landlord makes no representation or warranty as to the legality or permissibility of the permitted use under applicable federal, state or local law.

**3.2 Center Rules and Regulations:** Tenant, its agents, employees and guests shall abide by all reasonable rules and regulations of the Building as may be from time to time adopted by Landlord pertaining to the security, operations, maintenance and management of the Center. A copy of the current rules and regulations is attached hereto as **Exhibit B** and are incorporated herein as part of this Lease. Landlord shall not be liable for failure of any tenant to obey such rules and regulations. Failure by Landlord to enforce any current or subsequent rules or regulations against any tenant of the Center shall not constitute a waiver thereof or excuse Tenant from compliance. If any rules and regulations are contrary to the terms of this Lease, this Lease shall govern.

#### **ARTICLE IV: RENT AND OTHER TENANT CONTRIBUTIONS**

**4.1 Payment of Rent:** Tenant shall, during the term hereof, pay rent under this Lease as hereinafter provided, in lawful money of the United States of America, without offset or deduction, to Landlord at the address therefor set forth on the cover page, or to such other person or entity or to such other address as Landlord may designate in writing. Except as otherwise specified below, all rent shall be payable in monthly installments in advance on the first day of each calendar month during the term of this Lease. Tenant's obligation to pay all rent due and payable during the term of this Lease shall survive the expiration or earlier termination of this Lease. Should this Lease commence on a day other than the first day of the month or terminate on a day other than the last day of the month, the rent for such partial month shall be pro-rated based on a 365 day year.

**4.2 Base Rent:** Tenant shall pay to Landlord as annual Base Rent for the Premises the sum of nine dollars and fifty cents (\$9.50) per square foot for 36,279 square feet; eleven dollars (\$11.00) per square foot for 14,355 square feet; and a total sum not to exceed five hundred two thousand five hundred fifty-five dollars and fifty cents (\$502,555.50), commencing July 1, 2015.

**4.3 Additional Rent:** in addition to all Base Rent payable under this Lease, any and all other payments to be made by Tenant hereunder, including, without limitation payments to be made pursuant to Sections 4.3, 5.1, and 12.1 hereof, and any amounts or costs expended or incurred by Landlord in curing or by reason of any default of Tenant, shall be deemed additional rent hereunder, whether or not the same be designated as such, and shall be due and payable at the time provided in this Lease, and if no such time is provided the same shall nevertheless be collectible as additional rent on demand or together with the next succeeding installment of Base Rent, whichever shall first occur; and Landlord shall have the same rights and remedies upon Tenant's failure to pay the same as for the non-payment of the Base Rent. Landlord, at its election, shall have the right (but not the obligation) to pay for or perform any act which requires the expenditure of any sums of money by reason of the failure or neglect of Tenant to perform any of the provisions of this Lease within the grace period, if any, applicable thereto, and in the event Landlord shall at its election pay such sums or perform such acts requiring the expenditure of monies, Tenant agrees to reimburse and pay Landlord, upon demand, all such sums, which shall be deemed to be additional rent hereunder and be payable by Tenant as such.

## ARTICLE V: SERVICE, MAINTENANCE AND REPAIRS

**5.1 Service:** Landlord shall furnish Tenant those services described in **Exhibit C** attached hereto and incorporated by reference herein. If, upon request of Tenant, its agents or employees, such services are provided to the Premises on Sundays, holidays or times other than specified, or in an amount in excess of that described, Tenant shall pay Landlord as additional rent the cost of those services provided, such additional rent to be determined from Landlord's schedule of rates in effect at the time such services are furnished. Landlord does not warrant that any of the services or utilities provided to or on the Premises will be free from interruptions caused by repairs, renewals, improvements, alterations, strikes, lockouts, accidents, inability of Landlord to obtain fuel or supplies, or any other cause or causes beyond the reasonable control of Landlord. Landlord will at all times use reasonable efforts promptly to remedy any situation which might interrupt such services. If any services to be provided are suspended or interrupted by strikes, repairs, alterations, orders from any governmental authority or any cause beyond Landlord's reasonable control, Landlord shall not be liable for any costs or damages incurred by Tenant.

**5.2 Maintenance and Repairs by Landlord:** Landlord shall repair, replace and maintain (1) the external and structural parts of the Center which do not comprise a part of the Premises and are not leased to others, (2) janitors and equipment closets and (3) shafts within the Premises designated by Landlord for use by it in connection with the operation and maintenance of the Center. Landlord shall perform such repairs, replacements and maintenance with reasonable dispatch, but Landlord shall not be liable for any damages, direct, indirect or consequential, or for damages for personal discomfort, illness or inconvenience of Tenant by reason of failure of such equipment, facilities or systems or reasonable delays in the performance of such repairs, replacements and maintenance, unless caused by the deliberate act or omission, or the gross negligence of Landlord, its servants, agents or employees.

**5.3 Maintenance and Repairs by Tenant:** Tenant agrees that no representations as to the condition of the Center or the Premises have been made by Landlord to Tenant either directly or indirectly prior to or at the execution of this Lease that are not herein expressed. During the term of this Lease, Tenant shall keep the Premises and appurtenances in good order and repair, furnishing its own routine maintenance to furnishings and fixtures thereon and replacing all glass broken through misuse or negligence of Tenant with glass of same size and quality as that broken; shall keep the Premises and appurtenances in a wholesome condition without charge or expense to Landlord; shall not allow any waste or misuse of the water; shall pay all damages to the Center as well as damages to the occupants thereof caused by any waste, misuse or neglect of the Premises, its apparatus or appurtenances; shall not make nor allow to be made any change, alteration or addition, in, upon or to the Premises without the prior written consent of Landlord; and on the Expiration Date, or at an earlier termination hereof by forfeiture or otherwise, shall yield up the Premises together with all its apparatus and appurtenances to Landlord in as good as condition as when leased, reasonable and ordinary wear and tear excepted, and will surrender all original and duplicate keys of the several doors and such other things as appertain to the Premises, and will remove all its signs or other like items installed and restore or repair any damage to the Premises resulting from such removal.

## ARTICLE VI: ALTERATIONS

**6.1 Alterations by Tenant:** Tenant may not make alterations in or additions to the Premises unless Tenant has first obtained from Landlord written permission to do so, and Tenant shall, if requested by Landlord, furnish Landlord with plans and specifications, names and addresses of the contractors and subcontractors who will perform the work, copies of the contracts and subcontracts, copies of all necessary permits and indemnification in form and amount satisfactory to Landlord against any and all claims, costs, damages, liabilities and expenses which may arise in connection with the alterations or additions. Whether or not Tenant shall have furnished Landlord the foregoing, Tenant hereby agrees to hold Landlord harmless from any and all liabilities of every kind and description which may arise out of or be connected with the alterations or additions. Tenant shall pay the cost of all such alterations and additions and also the cost of decorating the Premises occasioned by such alterations and/or additions. Tenant shall not overload, damage or deface the Premises or do any act or thing or bring or keep anything thereon which may make void or voidable any insurance on the Premises or the Center or which may render an increase or extra premiums payable for insurance. Upon completion of any alterations or additions, Tenant shall furnish Landlord with contractors' affidavits and full waivers of liens and receipted bills covering all labor, materials and subcontractors expended and used. All alterations and/or additions must be completely finished in a good and neat workmanlike manner and comply in all respects with all insurance requirements and with all applicable federal, state, or municipal statutes, laws, ordinances and regulations, or any department or agency thereof, or any department thereof, and with the standards and regulations of O.S.H.A. Only good grades of materials shall be used in the alterations and/or additions. All additions shall become Landlord's property and shall remain upon the Premises at the termination of this Lease by lapse of time or otherwise, without compensation or allowance or credit to Tenant.

**6.2 Alterations by Landlord:** Landlord may make any repairs, alterations or improvements which Landlord deems necessary or advisable for the preservation, safety or improvement of the Center or the Premises. Landlord shall also make those alterations to Meyer Alumni Center mandated by federal, state, and local law, and the cost thereof to the Tenant shall be in proration to the square footage occupied by the Tenant to the total square footage of the Center.

## ARTICLE VII: CERTAIN RIGHTS RESERVED TO LANDLORD

**7.1 Certain Rights Reserved to Landlord:** Landlord reserves the following rights: (a) During the last ninety (90) days of the term of this Lease, if during or prior to that time Tenant vacates the Premises, the Landlord may decorate, remodel, repair, alter or otherwise prepare the Premises for re-occupancy; (b) To have pass keys to the Premises, in order to gain access to the Premises herein; (c) To have access to the Premises at all reasonable times upon prior notice to Tenant, and at any time in the event of emergency, to make periodic inspections thereof and to make repairs, alterations, additions and improvements to the Premises or the Center, as may be necessary or desirable in the operation of the Center; (d) To show the Premises to prospective tenants or brokers during the last six months of the term of this Lease, and to prospective purchasers at all reasonable times, provided prior notice is given to Tenant in each case and Tenant's use and occupancy of the Premises is not materially inconvenienced by any such action



of Landlord; (e) To designate all suppliers of signs, drinking water, beverages, foods, towels or toilet supplies, or other utilities used or consumed in the Center or the Premises; (f) To approve the weight, size and location of safes or other heavy equipment or articles, and the time and manner that they may be moved in, about or out of the Center (in all events, however, at Tenant's sole risk and responsibility, and subject to such reasonable preconditions and requirements, including engineering analysis and insurance, as Landlord may specify); (g) To close the Center after regular working hours and on legal holidays, subject, however, to Tenant's right to admittance, under such reasonable regulations as Landlord may prescribe from time to time, which may include by way of example but not of limitation, that persons entering or leaving the Center identify themselves and display the contents of their clothing, cases and boxes to a security guard by registration or otherwise and that said persons establish their right to enter or leave the Center; (h) To make repairs, alterations or improvements to the Center or any part thereof, and during such operations close the corridors, elevators and other facilities.

Landlord may enter upon the Premises as specified above (Landlord having or reserving such easements, rights of access or licenses as may be reasonably necessary therefor) and may exercise any or all of the foregoing rights hereby reserved without being deemed guilty of any interference with Tenant's use, occupancy or enjoyment of the Premises or an eviction or disturbance of the Tenant's use or possession, and without being liable in any manner to the Tenant.

#### **ARTICLE VIII: ASSIGNMENT AND SUBLETTING**

**8.1 Assignment; Subletting:** Tenant shall not assign this Lease or sublet all or any portion of the Premises, nor allow the same to be used or occupied by any other person or for any other use than that herein specified without Landlord's prior written consent, such consent to be in Landlord's sole discretion and as a condition to such consent, which in any event may be unreasonably withheld, Landlord may require Tenant to pay Landlord all or any portion of the consideration for the assignment or the rental under the sublease; nor shall Tenant suffer or permit any assignment or transfer by operation of law or otherwise, of the estate or interest of Tenant in the Premises acquired in, by or through this Lease. Any such assignment or sublease shall be in a form acceptable to Landlord. Every such assignment or sublease, as the case may be, shall recite that it is and shall be subject and subordinate to the provisions of this Lease, and the termination or cancellation of this Lease shall constitute a termination and cancellation of such assignment. No sublease shall be for a term longer than the term of this Lease. No assignment or sublease shall relieve Tenant of Tenant's liability under this Lease. Consent by Landlord shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting and the terms of such consent shall be binding upon the assignee or subtenant. Any transfer of this Lease by merger, consolidation, dissolution or liquidation of Tenant shall constitute an assignment, whether the result of a single or series of transactions.

#### **ARTICLE IX: INSURANCE; INDEMNIFICATION**

**9.1 Insurance by Landlord:** Landlord agrees to carry standard fire and extended coverage insurance (with endorsements for vandalism and malicious mischief coverage) and

all-risk insurance in amounts deemed sufficient by Landlord to carry out Landlord's obligations under this Lease.

**9.2 Insurance by Tenant:** During the term of this Lease, Tenant shall maintain, at Tenant's expense, in full force and effect on all of Tenant's furniture, furnishings, trade fixtures, inventory and equipment located on the Leased Premises, a policy or policies of fire and extended coverage insurance with standard coverage for vandalism, malicious mischief, damage by fire, windstorm, cyclone, tornado, hail, explosion, riot, civil commotion, damage from aircraft, vehicles, smoke or earthquake, special extended perils, sprinkler damage and such other casualties and events as may be insured against under the broad form of uniform fire and extended coverage clause in effect from time to time in Missouri with endorsements for coverage of "all risk" perils and the aforesaid specific perils. Such insurance shall be in an amount equal to one hundred percent (100%) of the full insurable replacement value of such property of Tenant and shall be issued by an insurance company acceptable to Landlord. The proceeds from any such policy of insurance shall be used for the repair or replacement of the furniture, furnishings, fixtures, inventory and equipment of Tenant.

**9.3 Indemnification:** Landlord shall not be liable for any loss or damage to persons or property sustained by Tenant, or other persons, which may be caused by dangerous conditions of the leased premises, caused by the Tenant.

## **ARTICLE X: DESTRUCTION**

**10.1 Substantial Destruction:** If the Center or Premises shall be destroyed in whole or in part by fire, the elements or other or other casualty so as to render the Premises wholly unfit for occupancy, and if, in Landlord's sole judgment, the damage cannot be repaired within 120 days of work from the date of such damage, such work to be performed during normal working hours from the occurrence of said damage, this Lease shall terminate as of the date of such damage.

**10.2 Partial Destruction:** If the Center or Premises shall be damaged in part and if the damage can be repaired within 120 days of work from the date of such damage, such work to be performed during normal working hours from the occurrence of said damage and Landlord fails to do so, this Lease shall terminate on the expiration of said 120 days without further liability of either of the parties hereto; provided, however that no termination shall occur if the delay in commencing or completing repairs is the result of adjustment of insurance claims, governmental requirements or any cause beyond Landlord's reasonable control. If Landlord repairs the Premises within said 120 days, this Lease shall continue in full force and effect. Tenant shall not be required to pay rent for any portion of said 120 days during which the Premises are wholly unfit for occupancy unless the damage or destruction is due to the presence or neglect of Tenant or Tenant's agents, employees, servants, invitees or guests.

## **ARTICLE XI: CONDEMNATION**

**11.1 Total Taking:** In the event that the whole of the Center or the whole of the Premises shall be taken by the exercise of the power of eminent domain (a "Condemnation Proceeding"), then in such a case this Lease shall terminate as of the date of the taking of possession by or the vesting of title in the condemning authority (the "Taking Date").

**11.2 Partial Taking:** If less than the whole of the Center or less than the whole of the Premises shall be taken in a Condemnation Proceeding, Tenant or Landlord, may at its option, terminate this Lease as of the Taking Date by giving written notice of its exercise of such option within 60 days after the Taking Date provided in the case of termination by Tenant that as a result of such taking, the Premises (or the remaining portion thereof) may no longer be adequately used for the Permitted Use herein before set forth. If a portion of the Premises shall be so taken and neither Tenant nor Landlord shall exercise its option to terminate this Lease, or is such taking shall not give rise to such an option to terminate, as aforesaid, then this Lease shall terminate on the Taking Date only as to that portion of the Premises so taken, and this Lease shall remain in full force and effect with respect to that portion of the Premises not so taken and the rent and other charges payable by Tenant to Landlord hereunder shall be abated and reduced in the ratio which the diminution in the floor space of the Premises following the Condemnation Proceeding shall bear to the total floor space thereof immediately prior to the Condemnation Proceeding.

**11.3 Condemnation Awards:** All income, rent, awards or interest derived from any such taking under power of eminent domain shall belong to and be the property of Landlord.

## **ARTICLE XII: LIENS**

**12.1 Liens:** Tenant covenants and agrees that it shall not incur any indebtedness giving a right to a lien of any kind or character upon the right, title, or interest of Landlord in and to the Premises and the property of which the Premises is a part, and that no person shall ever be entitled to any lien superior to the interest in this Lease reserved to Landlord upon the Premises directly or indirectly derived through or under Tenant, or its agents or servants, or on account of any act or omission of Tenant. Should any such lien be filed, Tenant shall cause to be discharged of record such lien by paying it, or by filing a bond or otherwise, as permitted by law, within 15 days after the filing of any such lien. If Tenant fails to discharge said lien within such period, then in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, procure its discharge by paying the amount claimed to be due or by depositing the same in court or by bonding, and in any such event Landlord shall be entitled, if Landlord so elects, to compel the prosecution of an action for the foreclosure of such Lien by lienor and to pay the amount of the judgment, if any in favor of lienor with interest, costs, and allowances. Any amount paid by Landlord for any of the aforesaid purposes, and all legal and other expenses of Landlord, including attorneys' fees, in defending any such action or in or about procuring the discharge of such lien, with all necessary disbursements in connection herewith, shall be additional rent to be paid by Tenant to Landlord immediately on demand.

## **ARTICLE XIII: DEFAULT AND REMEDIES**

**13.1 Default and Remedies:** If Tenant shall default in the payment of rent reserved, breach any other covenant or agreement of this Lease, or move out of, abandon, or vacate the Premises, then immediately upon such default, breach, abandonment, or vacating or moving out of the Premises, or at any time thereafter, Landlord, without further demand or notice of any kind, including, but without being limited to, demand for payment of rent, or for possession of the Premises, may either:

(a) terminate this Lease, and with process of law, expel and remove Tenant, or any other person or persons in occupancy from the Premises, together with their goods and chattels, provided that in the event of termination pursuant hereto Landlord shall, nevertheless, be entitled to damages provided by law, just as though Tenant repudiated this Lease; or

(b) terminate Tenant's right to possession only, without terminating this Lease, and with process of law, expel and remove Tenant, or any other person or persons in occupancy from the Premises, together with their goods and chattels, and repossess the Premises without such entry and possession terminating this Lease or releasing Tenant in whole or in part from Tenant's obligation to pay rent hereunder for the full term hereof. Upon and after entry into possession without termination of this Lease, Landlord shall use reasonable efforts to relet the Premises or any part thereof for the account of the Tenant, to any person, firm, or corporation, for such rent, for such term, (including a term beyond the term hereof, but the part of any such term which is beyond the term hereof shall not be chargeable to Tenant's account), and upon such terms and conditions as are Commercially reasonable, and Landlord shall apply all rents received upon such a reletting as follows:

(i) first to the payment of such expenses as Landlord may have incurred in recovering possession of the Premises (including legal expenses and attorneys' fees), and in putting the same into good order or condition, or preparing, or altering the same for rental and reletting, and all other expenses, commissions and charges paid, assumed or incurred by Landlord in or about reletting the leased premises; and

(ii) then to the fulfillment of covenants of Tenant hereunder. If the consideration collected by Landlord upon any such reletting is not sufficient to pay in full the amount of rent reserved in this Lease together with the items and expenses enumerated in subparagraphs (i) and (ii) above, then Tenant shall pay to the Landlord the amount of each monthly deficiency upon demand.

#### **ARTICLE XIV: TRANSFER BY LANDLORD; SUBORDINATION; ESTOPPEL CERTIFICATE**

**14.1 Transfer by Landlord:** Landlord shall have the right to transfer, assign, mortgage or convey in whole or in part the Center and any and all of its rights in and under this Lease, and nothing herein shall be construed as a restriction upon Landlord's so doing. Moreover, the term "Landlord" as used in this lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner at the time in question of the fee simple title to the Center and in the event of transfer of said fee simple title, then the party conveying said fee simple title shall be automatically relieved from and after the date of such transfer, of all personal liability as respects the performance of any obligations on the part of Landlord contained in this Lease arising out of acts thereafter occurring or covenants thereafter to be performed, it being intended hereby that all the obligations contained in this Lease on the part of Landlord shall be binding upon Landlord, its successors and assigns, only during and in respect of their respective periods of ownership of said fee simple title to the Center and the Property.

**14.2 Subordination:** This Lease and all rights of the Tenant hereunder shall, at the option of Landlord, be subject and subordinate to any deeds of trust, mortgage or other instruments or security which do now or may hereafter cover the Center and the Property or any interest of Landlord therein, and to any and all advances made on the security thereof, and to any

and all increases, renewals, modifications, consolidations, replacements and extensions or any such deeds of trust, mortgages or instruments of security. Landlord may exercise the aforesaid option to subordinate this Lease by notifying Tenant thereof at any time in writing, and if so requested by Landlord, Tenant shall execute a subordination agreement in the form satisfactory to Landlord.

**14.3 Attornment:** In the event Landlord exercises its option to subordinate the Lease to any deed of trust or mortgage as provided in Section 14.2, or in the event any proceedings are brought for foreclosure or in the event of the exercise of the power of sale under any mortgage or deed of trust covering the Center, the Tenant shall agree to attorn to the holder of any such deed of trust or mortgage or the purchaser upon any such foreclosure or sale, as the case may be, and recognize such holder of any such deed of trust or mortgage or purchaser, as the case may be, as the Landlord under this Lease, provided however, that so long as the Tenant is not in default hereunder, the Lease shall remain in full force and effect.

**14.4 Estoppel Certificate:** Tenant shall any time and from time to time upon not less than ten (10) days prior notice from Landlord or Landlord's mortgagee, execute, acknowledge and deliver a written statement certifying that this Lease is in full force and effect subject only to such modifications as may be set out; and, Tenant is in possession of the Premises and is paying rent as provided in this Lease; and, the date to which, rent is paid in advance; and, there are not, to the signator's knowledge any uncured defaults on the part of Landlord, or specifying such defaults if any are claimed. Any such statements may be relied upon by any prospective transferee or encumbrancer of all or any portion of the Center, or any assignee of any such persons. If Tenant fails to timely deliver such statement, Tenant shall be deemed to have acknowledged that this Lease is in full force and effect, without modification except as may be represented by Landlord and that there are no uncured defaults in Landlord's performance.

## ARTICLE XV: QUIET ENJOYMENT

**15.1 Quiet Enjoyment:** So long as Tenant shall observe and perform the covenants and agreements binding on it hereunder, Tenant shall at all times during the term hereof peacefully and quietly have and enjoy possession of the Premises without any unreasonable interference, encumbrance or hindrance by, from or through Landlord, its successors and assigns.

## ARTICLE XVI: SURRENDER; HOLDING OVER; REMOVAL OF PROPERTY

**16.1 Surrender:** Upon termination of this Lease, whether caused by lapse of time or otherwise, Tenant shall within fifteen (15) days surrender possession of the Premises and all rights therein to Landlord and deliver Premises to Landlord in as good repair and condition as at the commencement of Tenant's occupancy, reasonable wear and tear and damage or destruction by fire or other casualty excepted. Tenant shall deliver all keys to the Premises to Landlord. Landlord shall have the right to immediately enter into and take possession of the Premises and shall not be liable for any loss, damage or injury to the property or person of Tenant or any occupant of, in or upon the Premises.

**16.2 Holding Over:** If Tenant shall continue to occupy the Premises after expiration or sooner termination of this Lease, Tenant shall pay, as liquidated damages, for each month of continued occupancy an amount equal to one and one-half time the rent being paid for the

month the Lease expires or is terminated. No receipt of money by Landlord from Tenant after expiration or termination of this Lease shall reinstate or extend this Lease or affect any prior notice given by Landlord to Tenant. Nothing contained in this Section 16.2 is to be construed to give Tenant the right to hold over at any time and Landlord may exercise any and all remedies at law or in equity to recover possession of the Premises and damages resulting from any such holding over.

## **ARTICLE XVII: NOTICES**

**17.1 Notices:** Any notice, demand request, consent, approval, or other communication which either party hereto is required or desires to give or make or communicate upon or to the other shall be in writing and shall be given or made or communicated by United States registered or certified mail, addressed to Landlord or Tenant as set forth on the cover page of this Lease, subject to the right of either party to designate a different address by notice similarly given. Any notice, demand, request, consent, approval, or other communication so sent shall be deemed to have been given, made, or communicated, as the case may be, on the date the same was deposited in the United States mail as registered or certified matter with postage thereon fully prepaid.

## **ARTICLE XVIII: MISCELLANEOUS**

**18.1 Designated Parties:** Landlord may act in any matter provided for herein by its property manager or any other person who shall from time to time be designated by Landlord by notice to Tenant. Tenant may designate in writing a person to act on its behalf in any matter provided for herein and may, by written notice, change such designation. In the absence of such designation, the person or persons executing this Lease for Tenant shall be deemed to be authorized to act on behalf of Tenant in any matter provided for herein.

**18.2 Successors:** Subject to the provisions pertaining to assignment and subletting, the covenants and agreements of this Lease shall be binding upon the heirs, legal representatives, successors and assigns of any or all of the parties hereto.

**18.3 Relationship of Parties:** Nothing contained in this Lease shall create any relationship between the Landlord and Tenant other than that of Landlord and Tenant, and it is acknowledged and agreed that Landlord does not in any way or for any purpose become a partner of or joint venturer with Tenant.

**18.4 Entire Agreement; Amendment; Captions:** It is expressly agreed by Tenant, as a material consideration for the execution of this Lease, that there are, and were no verbal representation, understanding, stipulations, agreements or promises pertaining to this Lease which are not incorporated herein. It is agreed between the parties that this Lease shall not be altered, waived, amended, or extended, except by a written agreement signed by Landlord and Tenant. The captions contained in this Lease are for convenience of reference only and in no way limit or enlarge the terms or conditions of this Lease.

**18.5 Severability:** If any clause or provision of this Lease is held to be illegal, invalid, or unenforceable under present or future law effective during the term of this Lease, the remainder of this Lease shall not be affected thereby. In lieu of such clause or provision held to be illegal, invalid or unenforceable there shall be added, as a part of this Lease, a clause or provision as similar in terms as possible which shall be legal, valid and enforceable.

**18.6 Variations in Pronouns:** All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require.

**18.7 Brokerage Commissions:** Tenant warrants that it has had no dealings with any broker or agent in connection with the negotiations or execution of this Lease.

**18.8 Authority:** Tenant warrants that the person or persons executing this Lease on behalf of Tenant has authority to do so and fully obligate Tenant to all terms and provisions of this Lease. Tenant shall, upon request from Landlord, furnish Landlord with a certified copy of documentation authorizing this Lease and granting authority to execute it to the person or persons who have executed it on Tenant's behalf.

**18.9 Option to Renew:** Landlord hereby grants to Tenant the right to renew this lease for nineteen (19) successive one-year terms, by giving written notice at least ninety (90) days prior to the expiration date of each one-year term; subject, however, to an adjustment in the basic annual rental at the beginning of each contract year, equal to the percentage increase of the Consumer Price Index for the Kansas City region for the preceding year.

**ATTEST:**

**MISSOURI STATE UNIVERSITY  
FOUNDATION,  
A NOT-FOR-PROFIT CORPORATION  
"Landlord"**

\_\_\_\_\_  
Cindy Busby  
Assistant Secretary

By: \_\_\_\_\_  
Brent Dunn  
Executive Director

**ATTEST:**

**MISSOURI STATE UNIVERSITY  
"Tenant"**

\_\_\_\_\_  
John McAlear, Secretary

By: \_\_\_\_\_  
Stephen B. Hoven  
Chair of the Board

## EXHIBIT A

### Description of Premises

Premises shall consist of 50,634 square feet.

Parking spaces to service the square footage leased, as required by applicable law.

LL	001	3,912	square feet
LL	002	700	square feet
LL	003	1,500	square feet
Suite	100	4,930	square feet
Suite	101	3,700	square feet
Vending		200	square feet
Suite	200	4,650	square feet
Suite	210	220	square feet
Suite	214	640	square feet
Suite	303	2,265	square feet
Suite	306	340	square feet
Suite	314	601	square feet
Suite	400	8,028	square feet
Suite	502	2,666	square feet
Suite	504	1,965	square feet
Suite	505	5,800	square feet
Suite	600	<u>8,517</u>	square feet

50,634



## EXHIBIT B

### Center Rules and Regulations

1. Tenant shall not obstruct or interfere with the rights of other tenants of the Center, or of persons having business in the Center, or in any way injure or annoy such tenants or persons.
2. Canvassing, soliciting and peddling in the Center are prohibited, and Tenant shall cooperate to prevent such activities.
3. Tenant shall not bring or keep within the Center any animal, bicycle, or motorcycle.
4. Tenant shall not conduct mechanical or manufacturing operations, cook or prepare food, or place or use any inflammable, combustible, explosive, caustic or hazardous fluid, chemical, device, substance or material in or about the Center without the prior written consent of Landlord. Tenant shall comply with all rules, orders, regulations and requirements of the applicable Fire Rating Bureau, or any other similar body, and Tenant shall not commit any act or permit any object to be brought or kept in the Center which shall increase the rate of fire insurance on the Center or on property located therein.
5. Tenant shall not use the Center for the storage of goods, wares or merchandise, except as such storage may be incidental to the use of the Premises for general office purposes and except in such portions of the Premises as may be specifically designated by Landlord for such storage.
6. Tenant shall not install or use in the Center any air conditioning unit, engine, boiler, generator, machinery, heating unit, stove, water cooler, ventilator, radiator or any other similar apparatus without the prior written consent of Landlord, and then only as Landlord may direct.
7. Tenant shall not use in the Center any machines, other than standard office machines such as typewriters, word processors, calculators, copying machines and similar machines, without the prior written approval of Landlord. All office equipment and any other device of any electrical or mechanical nature shall be placed by Tenant in the Premises in settings approved by Landlord so as to absorb or prevent any vibration, noise, or annoyance. Tenant shall not cause improper noises, vibrations or odors within the Center.
8. Tenant shall move all freight, supplies, furniture, fixtures and other personal property into, within and out of the Center only at such times and through such entrances as may be designated by Landlord, and such movement of such items shall be under the supervision of Landlord. Landlord reserves the right to inspect all such freight, supplies, furniture, fixtures and other personal property to be brought into the Center and to exclude from the Center all such objects which violate any of these rules and regulations or the provisions of the Lease. Tenant shall not move or install such objects in or about the Center in such a fashion as to unreasonably obstruct the activities of other tenants, and all such moving shall be at the sole expense, risk and responsibility of Tenant. Tenant shall not use in the delivery, receipt or other movement of freight, supplies, furniture, fixtures and other personal property to, from or within the Center, any hand trucks other than those equipped with rubber tires and side guards.
9. Tenant shall not place within the Center any safes, copying machines, computer equipment or other objects of unusual size or weight, nor shall Tenant place within the Center any objects which exceed the floor weight specifications of the Center, without the prior

- written consent of Landlord. The placement and positioning of all such objects shall, in all cases, be placed upon plates or footings of such size as shall be prescribed by Landlord.
10. Tenant shall not deposit any trash, refuse, cigarettes, or other substances of any kind within or out of the Center, except in the refuse containers provided therefor. Tenant shall not introduce into the Center any substance which might add an undue burden to the cleaning or maintenance of the Premises or the Center. Tenant shall exercise its best efforts to keep the sidewalks, entrances, passages, courts, lobby areas, garages or parking areas, elevators, escalators, stairways, vestibules, public corridors and halls in and about the Center (Hereinafter "Common Areas") clean and free from rubbish.
  11. Tenant shall use the Common Areas only as a means of ingress and egress, and Tenant shall permit no loitering by any persons upon Common Areas or elsewhere within the Center. The Common Areas and roof of the Center are not for the use of the general public, and Landlord shall in all cases retain the right to control or prevent access thereto by all persons whose presence, in the judgment of the Landlord shall be prejudicial to the safety, character, reputation or interests of the Center and its tenants. Tenant shall not enter the mechanical rooms, air conditioning rooms, electrical closets, janitorial closets, or similar areas or go upon the roof of the Center without the prior written consent of Landlord.
  12. Tenant shall not use the washrooms, restrooms and plumbing fixtures of the Center, and appurtenances thereto, for any other purpose than the purposes for which they were constructed, and Tenant shall not deposit any sweepings, rubbish, rags or other improper substances therein. Tenant shall not waste water by interfering or tampering with the faucets or otherwise. If Tenant or Tenant's servants, employees, agents, contractors, jobbers, licensees, invitees, guests, or visitors cause any damage to such washrooms, restrooms, plumbing fixtures or appurtenances, such damage shall be repaired at Tenant's expense and Landlord shall not be responsible therefor.
  13. Tenant shall not mark, paint, drill into, cut, string wires within, or in any way deface any part of the Center, without the prior written consent of Landlord, and as Landlord may direct. Upon removal of any wall decorations or installations or floor coverings by Tenant, any damage to the walls or floors shall be repaired by Tenant at Tenant's sole cost and expense. Without limitation upon any of the provisions of the Lease, Tenant shall refer all contractors' representatives, installation technicians, janitorial workers and other mechanics, artisans and laborers rendering any service in connection with the repair, maintenance or improvement of the Premises to Landlord for Landlord's supervision, approval and control before performance of any such service. This Paragraph 13 shall apply to all work performed in the Center, including without limitation installation of telephones, telegraph equipment, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other portion of the Center. All installations, alterations and additions shall be constructed by Tenant in a good and workmanlike manner and only good grades of materials shall be used in connection therewith. The means by which telephone, telegraph and similar wires are to be introduced to the Premises and the location of telephones, call boxes, and other office equipment affixed to the Premises shall be subject to the prior written approval of Landlord.
  14. Landlord shall have the right to prohibit any publicity, advertising or use of the name of the Center by Tenant which, in Landlord's opinion, tends to impair the reputation of the

Center, or its desirability as a Center for offices, and upon written notice from Landlord, Tenant shall refrain from or discontinue any such publicity, advertising or use of the Center name.

15. The sashes, sash doors, skylights, windows and doors that reflect or admit light or air into the Common Areas shall not be covered or obstructed by Tenant through placement of objects upon windowsills or otherwise. Tenant shall cooperate with Landlord in obtaining maximum effectiveness of the cooling system of the Center by closing drapes and other window coverings when the sun's rays fall upon windows of the Premises. Tenant shall not obstruct, alter or in any way impair the efficient operation of Landlord's heating, ventilating, air conditioning, electrical, fire, safety or lighting systems, nor shall Tenant tamper with or change the setting of any thermostat or temperature control valves in the Center.
16. Subject to the applicable fire or other safety regulations, all doors opening onto Common Areas and all doors upon the perimeter of the Premises shall be kept closed and, during non-business hours, locked, except when in use for ingress or egress. If Tenant uses the Premises after regular business hours or on non-business days Tenant shall lock any entrance doors to the Center or to the Premises used by Tenant immediately after using such doors.
17. All keys to the exterior doors of the Premises shall be obtained by Tenant from Landlord, and Tenant shall pay to Landlord a reasonable deposit determined by Landlord from time to time for such keys. Tenant shall not make duplicate copies of such keys. Tenant shall not install additional locks or bolts of any kind upon any of the doors or windows of, or within, the Center, nor shall Tenant make any changes in existing locks or the mechanisms thereof. Tenant shall, upon the termination of its tenancy, provide Landlord with the combinations to all combination locks on safes, safe cabinets and vaults and deliver to Landlord all keys to the Center, the Premises and all interior doors, cabinets, and other key-controlled mechanisms therein, whether or not such keys were furnished to Tenant by Landlord. In the event of the loss of any key furnished to Tenant by Landlord, Tenant shall pay to Landlord the cost of replacing the same or of changing the lock or locks opened by such lost key if Landlord shall deem it necessary to make such a change.
18. Access may be had by Tenant to the Common Areas and to the Premises at any time between the hours of 8:00 A.M. and 6:00 P.M., Monday through Friday, legal holidays excepted. At other times access to the Center may be refused unless the person seeking admission is known to the watchman in charge, if any, and/or has a pass or is properly identified. Tenant shall be responsible for all persons for whom Tenant requests passes, and shall be liable to Landlord for all acts of such persons. Landlord shall in no case be liable for damages for the admission or exclusion of any person from the Center. In case of invasion, mob, riot, public excitement, or other commotion, Landlord reserves the right to prevent access to the Center for the safety of Tenants and protection of property in the Center.
19. For purposes hereof, the terms "Landlord", "Tenant", "Center" and "Premises" are defined as those terms are defined in the Lease to which these Rules and Regulations are attached. Wherever Tenant is obligated under these Rules and Regulations to do or refrain from doing an act or thing, such obligations shall include the exercise by Tenant of its best efforts to secure compliance with such obligation by the servants, employees, contractors, jobbers, agents, invitees, licensees, guests and visitors of Tenant. The term "Center" shall include the

Premises, and any obligations of Tenant hereunder with regard to the Center shall apply with equal force to the Premises and to other parts of the Center.

20. Landlord reserves the right to change these rules and to make such other and further reasonable rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Center, for the preservation of good order therein and when so changed or made, such modified or new rules shall be deemed a part hereof, with the same effect as if written herein, when a copy shall have been delivered to the Tenant or left with some person in charge of the demised premises.

## **EXHIBIT C**

### **Services Furnished**

1. Operatorless elevator service in common with other tenants at all times;
2. Men's & women's restrooms to be situated on the floor on which the Premises is located;
3. Water from the public water mains for public drinking, lavatory and toilet purposes, drawn through fixtures installed by Landlord;
4. A refrigerated drinking fountain on the floor on which the Premises are located;
5. A building directory on any floor where a tenant has an outside entryway;
6. Relamping and maintaining standard fluorescent lighting fixtures installed in Premises;
7. Heating and air conditioning during respectively, the seasons when such services shall be necessary for the use and occupancy of the Premises, on Monday through Friday from 8:00 A.M. to 6:00 P.M. (Saturdays, Sundays and holidays excepted); and
8. Refuse removal and janitor services and customary cleaning in and about the Premises (Saturdays, Sundays and holidays excepted); provided, however, that such service shall not include cleaning, maintenance and providing supplies for: computer centers, special equipment areas, locker rooms, or security vaults situated in the Premises.

III.E.2.

**RECOMMENDED ACTION – Approval of FY16 additional fringe benefits to be funded by Missouri State University or the Missouri State University Foundation.**

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

**WHEREAS**, the Missouri State University Foundation exists to assist and support Missouri State University in a variety of ways that are in the best interests of the University; and

**WHEREAS**, the Foundation has provided funding for certain fringe benefits for University employees which would be difficult for the University to fund without the assistance of the Foundation; and

**WHEREAS**, University administration seeks approval for Fiscal Year 2016 of certain fringe benefits funded and/or reimbursed by the Foundation, as set forth in the attached Exhibits A and Exhibit B; and

**WHEREAS**, the proposed fringe benefits are consistent with and supportive of the University's public purposes.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Governors of Missouri State University hereby approves for Fiscal Year 2016 the fringe benefits set forth in the attached Exhibits A and B, which fringe benefits the Board of Governors finds are supportive of the public purposes of the University.

**VOTE:**      **AYE** \_\_\_\_\_

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

**COMMENTS:**

These benefits are for the fiscal year 2015-2016 unless otherwise approved by the Board by contract or otherwise. Also, this approval is in line with the recent IRS guidance that salary and fringe benefits supported by not-for-profit corporations should be approved by the governing board and consistent with comparable compensation packages.

**EXHIBIT A (Benefits Funded by the MSU Foundation)**

Dr. Stephanie Bryant  
Dean, College of Business

Membership – The Tower Club

Mr. Brent Dunn  
Vice President for University Advancement

Membership - Highland Springs Country Club (Social);  
Membership - Twin Oaks Country Club;  
Travel expense for spouse when accompanying the Vice President on University  
business

Dr. Frank Einhellig  
Provost

Membership – Highland Springs Country Club (Social)

Mr. Joseph Kammerer

Membership – West Plains Country Club

**EXHIBIT B (Benefits Funded by the University)**

Juanita K. Hammons Hall Staff  
Reimbursement by the MSU Foundation

Two (2) complimentary tickets to all shows or events in the Hall if  
allowed under the contract.



III.E.3.

**RECOMMENDED ACTION – Naming of the Betty and Bobby Allison Fun Field**

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

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

**WHEREAS**, the gift was used to purchase new playground equipment for the Child Development Center located at 609 East Cherry Street, Springfield, Missouri, on the Missouri State University campus; and

**WHEREAS**, Mr. Allison has been a strong advocate of youth in the Ozarks and has supported Missouri State University with earlier gifts for the intramural fields located at National and Cherry, the basketball courts in the Foster Family Recreation Center, the Lacrosse & Field Hockey, Soccer & Track, and Sand Volleyball Stadiums; and

**WHEREAS**, Mr. Allison desires to honor his deceased mother, Betty Allison, in the making of the aforementioned charitable gift for playground equipment; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Governors of Missouri State University that the university recognize Mr. Allison’s support by naming the new playground field at the Child Development Center as follows:

**THE BETTY AND BOBBY ALLISON FUN FIELD**

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

June 26, 2015

III.E.4.

**RECOMMENDED ACTION** – Approval of Revision to G1.32 State Appropriation Allocation Formula for Springfield and West Plains Campuses Policy.

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

**WHEREAS**, G1.32 State Appropriation Allocation Formula for Springfield and West Plains Campuses Policy is the governing policy whereby the University established the methodology for allocating state appropriations between the University’s Springfield and West Plains campuses;

**WHEREAS**, Administration recommends certain modifications to that allocation methodology to ensure that the allocation of appropriations to the Springfield and West Plains campuses is fair and equitable; and

**WHEREAS**, there may be additional policies that will be affected by the modified methodology language, and it is in the best interests of the University to revise the language of such other policies to ensure consistency.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Governors for Missouri State University that G1.32 State Appropriation Allocation Formula for Springfield and West Plains Campuses Policy be revised as reflected in the attached documents, and that any and all other policies found to be affected by this same language be revised.

**VOTE:        AYE**

**NAY**

**COMMENTS:**

See attached:

Exhibit A: G1.32 State Appropriation Allocation Formula for Springfield and West Plains Campuses

# State Appropriation Allocation Formula for Springfield and West Plains Campuses Policy

## G1.32 State Appropriation Allocation Formula for Springfield and West Plains Campuses Policy

The purpose of this policy is to establish a formula for the allocation of state appropriations between the Missouri State University Springfield (“Springfield”) and the Missouri State University West Plains (“West Plains”) campuses.

### Appropriations for Fiscal Year 2016

For Fiscal Year 2016, the total state appropriations for Missouri State University shall be allocated between the University’s campuses as follows: \$80,684,077 to Springfield, and \$5,817,867 to West Plains. (NOTE: The Truly Agreed To And Finally Passed Budget Appropriation for Fiscal Year 2016 totals \$86,501,764, which represents the sum of the \$80,684,077 allocation to Springfield and the \$5,817,867 allocation to West Plains.)

### Appropriations After Fiscal Year 2016

For all appropriations after Fiscal Year 2016, if the State of Missouri increases appropriations as a result of the University’s achievement of certain performance funding measures, such increase will be allocated between the campuses in a manner that is proportional to each campus’ achievement of the performance funding measures.

Any increase in state appropriations which is attributable to equity funding shall be allocated to Springfield.

Any state appropriations which are made in order to fund specific campus programs or initiatives shall be allocated directly and entirely to that campus.

Any future withholding or veto of state appropriations shall be allocated proportionately between the two (2) campuses, unless an alternative allocation methodology is mutually agreed to by Springfield and West Plains.

In the event of a decrease in appropriations (other than via withholding or veto), the allocation formula will be reviewed and subject to adjustment upon the mutual agreement of Springfield and West Plains.

III.F.1.

**RECOMMENDED ACTION** - Approval of Activity Report for the month of April 2015.

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

BE IT RESOLVED by the Board of Governors for Missouri State University that the attached Activity Report for the month of April 2015, as presented by Planning, Design & Construction, be accepted and approved.

**VOTE:**        **AYE** \_\_\_\_\_

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

**COMMENTS:**

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

It is recommended that the attached report be accepted.

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

**April 2015**

This report documents activities managed by Planning, Design & Construction for the month of April 2015. The projects listed here may be for a budget level that does not require formal action by the Board of Governors. Any and all project bids, notices to proceed, approved change orders, and activity on consultant contracts are listed on this monthly activity report.

**April 2, 2015**

**Renovation of  
Sunvilla Tower**

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

A change order was signed with KCI Construction, Inc. for a deduct in the amount of \$126,065.00. This is the first change order on this project. Work under this change order eliminates duplicate tub/shower seats and provides cost saving changes to wood doors, interior painting, fire sprinkler piping, sod, and thermostat locations. The contract amount will be decreased to \$10,812,935.00. This project is being funded by the Sunvilla Tower Renovation budget.

**Renovation of  
Sunvilla Tower**

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

A change order was signed with KCI Construction, Inc. in the amount of \$244,180.00. This is the second change order on this project. Work added under this change order provides additional framing, drywall, and plaster repairs in all apartments. The contract amount will be increased to \$11,057,115.00. This project is being funded by the Sunvilla Tower Renovation budget.

**New Construction  
O'Reilly Clinical Health Sciences Center**

**Project Budget  
\$19,500,000.00**

A change order was signed with DeWitt & Associates, Inc. in the amount of \$26,545.00. This is the fifth change order on this project. Work added under this change order revises the south stair elevation steel and provides an additional grade beam to support relocated framing. The contract amount will be increased to \$14,338,456.00. This project is being funded by the Occupational Therapy Building budget.

**April 6, 2015**

**Sound Panels and Audio Video Equipment  
Robert W. Plaster Center for Free Enterprise**

**Project Budget  
\$19,300.00**

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$10,185.80. This project was issued under the FY15 Job Order Contracting Services agreement. Work under this project installs acoustical sound panels on the walls and ceiling and audio video equipment in Room 2006.

The project budget has been established as follows:

<b>Project Budget</b>	
Consulting Fees	\$ 0.00
Construction Contracts	10,185.80
Project Administration	500.00
Construction Contingency	1,214.20
Furniture, Fixtures, and Equipment	6,000.00
Telecommunications	1,400.00
Relocation Costs	<u>0.00</u>
<b>Total Project Budget</b>	<b>\$19,300.00</b>

This project is being funded by the Cooperative Engineering budget.

**April 7, 2015**

<b>HVAC Modifications</b>	<b>Project Budget</b>
<b>Bear Park North</b>	<b>\$49,938.30</b>

Bids were received for the construction of a new mechanical room and replacement of the existing HVAC unit in the waiting room at Bear Park North Garage. A notice to proceed was issued to Bales Construction Company, Inc. in the amount of \$38,300.00.

The bids received on this project are as follows:

<b>Contractor</b>	<b>Base Bid</b>
Bales Construction Company, Inc.	\$38,300.00
WMC, Inc.	\$39,367.00
MSI Constructors, Inc.	\$39,995.00
Trotter Construction, LLC	\$51,032.00
Rand Construction Company, Inc.	\$87,970.00

The project budget has been established as follows:

<b>Project Budget</b>	
Consulting Fees	\$ 0.00
Construction Contracts	38,300.00
Project Administration	638.30
Construction Contingency	9,500.00
Furniture, Fixtures, and Equipment	0.00
Telecommunications	1,500.00
Relocation Costs	<u>0.00</u>
<b>Total Project Budget</b>	<b>\$49,938.30</b>

This project is being funded by the Public Safety Parking Lots budget.

<b>Renovations to</b>	<b>Project Budget</b>
<b>Pummill Hall</b>	<b>\$7,025,000.00</b>

A change order was signed with DeWitt & Associates, Inc. in the amount of \$283,719.00. This is the third change order on this project. Work added under this change order remodels the existing restrooms and provides additional kitchen equipment. The contract amount will be increased to \$5,794,876.00. This project is being funded by the Pummill Hall Renovation budget.

**April 10, 2015**

**Relocation of the Sanitary Sewer  
Glass Hall**

A contract was signed with CJW Transportation Consultants, LLC for services in conjunction with the relocation of the public sanitary sewer. The hourly not-to-exceed fee for the consultant's work is \$4,825.00. This project is being funded by the Glass Hall Renovation and Addition budget.

**April 14, 2015**

**Study of Facility - Phase One  
Woods House**

Following approval at the March Board of Governors' Executive Committee meeting, a contract was signed with Treanor Architects P.A. for services in conjunction with the phase one study of Woods House. Phase one will investigate the needs of the facility, develop design options, and assign costs to these options. The fixed fee for the consultant's work is \$143,349.00. This project is being funded by the Residence Life Refurbishing budget.

**Elevator Study  
Kentwood Hall**

A contract was signed with Butler Rosenbury & Partners, Inc. for services in conjunction with the study of the existing elevator to determine if an alternate location is possible. The fixed fee for the consultant's work is \$17,500.00. This project is being funded by the Residence Life Refurbishing budget.

**Sponsor Sign Frames  
Robert W. Plaster Stadium East Bleachers**

**Project Budget  
\$4,500.00**

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$3,937.28. This project was issued under the FY15 Job Order Contracting Services agreement. Work under this project installs aluminum sponsor banner frames and banners at the student bleachers.

The project budget has been established as follows:

<b>Project Budget</b>	
Consulting Fees	\$ 0.00
Construction Contracts	3,937.28
Project Administration	150.00
Construction Contingency	412.72
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
<b>Total Project Budget</b>	<b>\$4,500.00</b>

This project is being funded by the Athletics Sports Marketing budget.

**April 15, 2015**

**John Q. Hammons Parkway Transitway  
Springfield Campus**

**Project Budget  
\$580,000.00**

Bids were received on March 31, 2015 for the conversion of John Q. Hammons Parkway into a multimodal transitway. Following the April Board of Governors' Executive Committee meeting, a notice to proceed was issued to Hunter Chase & Associates, Inc. in the amount of \$386,173.00. This project is being funded by the Hammons Transitway budget.

**Renovations to the Dining Center  
Blair-Shannon House**

**Project Budget  
\$1,228,350.00**

Bids were received on March 26, 2015 for renovations to the dining center at Blair-Shannon House. Following the April Board of Governors' Executive Committee meeting, a notice to proceed was issued to Nesbitt Construction, Inc. in the amount of \$808,350.00. This project is being funded by the Blair Shannon Dining budget.

**Testing and Assessment Center  
Meyer Library**

**Project Budget  
\$1,317,945.00**

Bids were received on April 2, 2015 for construction of a new testing center and classroom, as well as relocation of TRIO and the Disability Resource Center in Meyer Library. Following the April Board of Governors' Executive Committee meeting, a notice to proceed was issued to Mechanical Services, Inc. in the amount of \$799,000.00. This project is being funded by the Meyer Library – Testing Center budget.

**FY15 ADA Improvements  
Springfield Campus**

**Project Budget  
\$118,000.00**

Bids were received on April 7, 2015 for ADA improvements to Kemper Hall and Temple Hall. Following the April Board of Governors' Executive Committee meeting, a notice to proceed was issued to Trotter Construction, LLC in the amount of \$93,903.00. This project is being funded by the FY15 ADA Improvements budget.

**Construction of Parking Lot 20A  
Springfield Campus**

**Project Budget  
\$349,000.00**

Bids were received on April 2, 2015 for the construction of a new parking lot between Parking Lot 20 and 25. Following the April Board of Governors' Executive Committee meeting, a notice to proceed was issued to Bales Construction Company, Inc. in the amount of \$278,850.00. This project is being funded by the Parking Lot 20A budget.

**New Greenhouse  
West Plains Campus**

**Project Budget  
\$136,249.00**

A change order was signed with Feller Construction, Inc. for a deduct in the amount of (\$2,453.87). This is the second change order on this project. This change order eliminates the handrails that are not required due to the revised building location. The contract amount will be decreased to \$104,252.13 and seventeen calendar days will be added to the contract completion date due to unfavorable weather conditions. This project is being funded by the West Plains Greenhouse budget.



**April 17, 2015**

**Refinish Basketball Floor  
Hammons Student Center**

**Project Budget  
\$30,500.00**

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$26,014.00. This project was issued under the FY15 Job Order Contracting Services agreement. Work under this project involves sanding and resurfacing the existing basketball floor at Hammons Student Center.

The project budget has been established as follows:

<b>Project Budget</b>	
Consulting Fees	\$ 0.00
Construction Contracts	26,014.00
Project Administration	583.90
Construction Contingency	3,902.10
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
<b>Total Project Budget</b>	<b>\$30,500.00</b>

This project is being funded by the Hammons Student Center Administration budget.

**Utility Tunnel Repairs  
Campus Utilities**

**Project Budget  
\$580,000.00**

A contract was signed with Palmerton & Parrish, Inc. for services in conjunction with repairs and replacement of utility tunnel structures at tunnel sections north of Plaster Student Union and between Taylor Health and Wellness Center and Blair-Shannon House. The hourly not-to-exceed fee for the consultant's work is \$6,884.00. This project is being funded by the Utility Tunnel Repairs budget.

**April 27, 2015**

**Renovation of the Fifth Floor  
Jim D. Morris Center**

**Project Budget  
\$1,195,000.00**

A change order was signed with Mechanical Services, Inc. in the amount of \$15,850.79. This is the second change order on this project. Work added under this change order installs marker boards and signage. The contract amount will be increased to \$852,761.75 and thirty-three calendar days will be added to the contract completion date. This project is being funded by the Jim D. Morris Center Renovation budget.

April 30, 2015

**Carpet Replacement, Room 32  
Taylor Health and Wellness Center**

**Project Budget  
\$2,050.00**

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$1,555.31. This project was issued under the FY15 Job Order Contracting Services agreement. Work under this project installs carpet in room 32 of Taylor Health and Wellness Center.

The project budget has been established as follows:

<b>Project Budget</b>	
Consulting Fees	\$ 0.00
Construction Contracts	1,555.31
Project Administration	94.69
Construction Contingency	400.00
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
<b>Total Project Budget</b>	<b>\$2,050.00</b>

This project is being funded by the Taylor Health & Wellness - Clinic budget.

**Repair Corridor  
Garst Dining Center**

**Project Budget  
\$8,000.00**

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$7,184.06. This project was issued under the FY15 Job Order Contracting Services agreement. Work under this project replaces the failed coating on the existing interior ramp at Garst Dining Center.

The project budget has been established as follows:

<b>Project Budget</b>	
Consulting Fees	\$ 0.00
Construction Contracts	7,184.06
Project Administration	115.94
Construction Contingency	700.00
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
<b>Total Project Budget</b>	<b>\$8,000.00</b>

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

III.F.2.

**RECOMMENDED ACTION** - Approval of Activity Report for the month of May 2015.

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 2015, 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 2015**

This report documents activities managed by Planning, Design & Construction for the month of May 2015. 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 6, 2015**

**Repair Practice Court Flooring  
John Q. Hammons Arena**

**Project Budget  
\$7,500.00**

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of \$6,662.10. This project was issued under the FY15 Job Order Contracting Services agreement. Work under this project repairs the practice court at the John Q. Hammons Arena from damage caused by the circus.

The project budget has been established as follows:

Project Budget	
Consulting Fees	\$ 0.00
Construction Contracts	6,662.10
Project Administration	200.00
Construction Contingency	637.90
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
<b>Total Project Budget</b>	<b>\$7,500.00</b>

This project is being funded by the John Q. Hammons Arena Operations budget.

**Asbestos Abatement  
Sunvilla Tower**

**Project Budget  
\$2,000.00**

A work order was issued to Gerken Environmental Enterprise, Inc. in the amount of \$1,443.67. This work order was issued under the FY15 On-Call Asbestos Abatement contract. Work under this project removes asbestos tile and mastic in rooms 113 and 114 of Sunvilla Tower.

The project budget has been established as follows:

<b>Project Budget</b>	
Consulting Fees	\$ 0.00
Construction Contracts	1,443.67
Project Administration	149.33
Construction Contingency	407.00
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
<b>Total Project Budget</b>	<b>\$2,000.00</b>

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

**May 11, 2015**

<b>Testing and Balancing for the Sixth Floor Jordan Valley Innovation Center</b>	<b>Project Budget \$3,240.00</b>
--	--------------------------------------

Bids were received for the testing and balancing services for the existing sixth floor air handling unit at the Jordan Valley Innovation Center. A notice to proceed was issued to Testing and Balancing Company of the Ozarks, LLC in the amount of \$1,440.00.

The bids received on this project are as follows:

<b>Contractor</b>	<b>Base Bid</b>
Testing and Balancing Company of the Ozarks, LLC	\$1,440.00
C & C Group	\$1,500.00

The project budget has been established as follows:

<b>Project Budget</b>	
Consulting Fees	\$ 0.00
Construction Contracts	1,440.00
Project Administration	500.00
Construction Contingency	300.00
Furniture, Fixtures, and Equipment	1,000.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
<b>Total Project Budget</b>	<b>\$3,240.00</b>

While this type of project would not typically include furniture, fixtures, and equipment, it has been included so Facilities Management can replace the pulleys and belt of the air handling unit if required. This project is being funded by the Jordan Valley Innovation Center Rental budget.

May 14, 2015

**Computer Complex, Room 437  
Glass Hall**

**Project Budget  
\$114,400.00**

Bids were received on April 21, 2015 to convert room 437 in Glass Hall from a faculty lounge to a computer complex that will serve the College of Business. Following the May Board of Governors' meeting, a notice to proceed was issued to Hovey Homes, LLC in the amount of \$81,900.00. This project is being funded by the Executive Masters of Business Administration – Facilities and Administration budget.

**Chiller Repairs  
Campus Utilities**

**Project Budget  
\$70,000.00**

A proposal was received for maintenance and repairs for five chillers that serve the district chilled water system on the Springfield campus. Pursuant to RSMo 34.046, which allows Missouri State University to participate in contract agreements established by other public entities, the University is utilizing the Cooperative Purchasing Network Contract. A notice to proceed was issued to Trane U.S. Inc. in the amount of \$40,650.00.

The project budget has been established as follows:

<b>Project Budget</b>	
Consulting Fees	\$ 0.00
Construction Contracts	40,650.00
Project Administration	1,350.00
Construction Contingency	28,000.00
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	<u>0.00</u>
<b>Total Project Budget</b>	<b>\$70,000.00</b>

The construction contingency budget is higher than normal due to unexpected chiller repairs that may occur during the development of this project. This project is being funded by the Utilities Maintenance – Chilled Water Maintenance budget.

**2015 Biennial Elevator Maintenance Inspections  
All Campuses**

A contract was signed with Kenneth H. Lemp Elevator Consultant, Inc. for the physical inspection of the elevator units located on the Springfield, Mountain Grove, and West Plains campuses. The fixed fee for the consultant's work is \$21,265.00. This project is being funded by the Elevator Inspections budget.

**New Construction  
Davis-Harrington Welcome Center**

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

A change order was signed with Wright Construction, Inc. in the amount of \$19,888.97. This is the seventh change order on this project. Work added under this change order modifies the electrical feed to the elevator, manhole elevation, and the fire damper. The contract amount will be increased to \$4,921,496.87 and two calendar days will be added to the contract completion date. This project is being funded by the University Welcome Center budget.

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

**Project Budget  
\$399,950.00**

A change order was signed with Hovey Homes, LLC in the amount of \$60,847.50. This is the first change order on this project. Work added under this change order furnishes and installs additional furniture. The contract amount will be increased to \$250,547.50. This project is being funded by the Plaster Student Union Third Floor Refresh – Phase III budget.

**May 19, 2015**

**New Construction  
O’Reilly Clinical Health Sciences Center**

**Project Budget  
\$19,500,000.00**

A change order was signed with DeWitt & Associates, Inc. in the amount of \$332,148.00. This is the sixth change order on this project. Work added under this change order adds the classroom technology. The contract amount will be increased to \$14,670,604.00. This project is being funded by the Occupational Therapy Building budget.

**Starbucks HVAC Modifications  
Robert W. Plaster Student Union**

A contract was signed with Malone Finkle Eckhardt & Collins to investigate and provide solutions for the HVAC issues at Starbucks in Plaster Student Union. The fixed fee for the consultant’s work is \$5,000.00. This project is being funded by the Residence Life Food Service budget.

**May 26, 2015**

**Install Netting  
Allison Recreation Fields**

**Project Budget  
\$144,650.00**

A change order was signed with Anchor Fence Corporation in the amount of \$2,200.00. This is the first change order on this project. Work added under this change order installs additional fencing equipment. The contract amount will be increased to \$102,100.00 and fourteen calendar days will be added to the contract completion date. This project is being funded by the Student Affairs Administrative – Non Operating budget.

III.F.3.

**RECOMMENDED ACTION** – Approval of proposals and award of a contract for the FY16 Job Order Contracting Services – Electrical Repair and Replacement.

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

BE IT RESOLVED by the Board of Governors for Missouri State University that the proposal received from A-1 Electric Service, Inc. for the FY16 Job Order Contracting Services – Electrical Repair and Replacement be accepted, approved and awarded.

BE IT RESOLVED that the total expenditure for projects completed under this contract shall not exceed Two Hundred Thousand and 00/100ths Dollars (\$200,000.00) during any one fiscal year.

BE IT FURTHER RESOLVED that each project accomplished under this contract will have its own financial plan and paid by the department requesting the services.

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 University sought proposals from electrical contractors for an on-call service. The intent of 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. This contract will allow Facilities Management to accomplish electrical repairs and replacements that are beyond the capability of the present staff. The cumulative total of all individual projects awarded under this contract may not exceed \$200,000.00 per fiscal year. No additional work will be awarded in any fiscal year if the limit of \$200,000.00 would be exceeded. Work under this contract may be done on University controlled properties located in Douglas, Greene, Howell, Jasper, Laclede, Newton, Polk, Taney, Webster, and Wright counties.

This contract shall be valid for one fiscal year or until June 30, 2016. Included in the contract is the option to renew the contract for two additional consecutive fiscal years. If both options for renewal are exercised, the contract will expire on June 30, 2018.

Four valid proposals were received at the University's request. A review of each proposal included qualifications as well as cost. It was found that the proposal from A-1 Electric Service, Inc. provided the lowest and best submission and it is in the University's best interest to award it to this company.

Upon approval of this resolution, Facilities Management will be responsible for the administration of this contract and any reporting that may be requested.



III.F.4.

**RECOMMENDED ACTION** – Approval of proposals and award of a contract for the FY16 Job Order Contracting Services – Plumbing Repair and Replacement.

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

BE IT RESOLVED by the Board of Governors for Missouri State University that the proposal received from Connelly Plumbing Company for the FY16 Job Order Contracting Services – Plumbing Repair and Replacement be accepted, approved and awarded.

BE IT RESOLVED that the total expenditure for projects completed under this contract shall not exceed Two Hundred Thousand and 00/100ths Dollars (\$200,000.00) during any one fiscal year.

BE IT FURTHER RESOLVED that each project accomplished under this contract will have its own financial plan and paid by the department requesting the services.

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 University sought proposals from plumbing contractors for an on-call service. The intent of 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. This contract will allow Facilities Management to accomplish plumbing repairs and replacements that are beyond the capability of the present staff. The cumulative total of all individual projects awarded under this contract may not exceed \$200,000.00 per fiscal year. No additional work will be awarded in any fiscal year if the limit of \$200,000.00 would be exceeded. Work under this contract may be done on University controlled properties located in Douglas, Greene, Howell, Jasper, Laclede, Newton, Polk, Taney, Webster, and Wright counties.

This contract shall be valid for one fiscal year or until June 30, 2016. Included in the contract is the option to renew the contract for two additional consecutive fiscal years. If both options for renewal are exercised, the contract will expire on June 30, 2018.

One valid proposal was received at the University's request. A review of this proposal included qualifications as well as cost. While only one proposal was provided, it was found that Connelly Plumbing Company's proposal is reasonable and fair and that is in the University's best interest to award it to this company.

Upon approval of this resolution, Facilities Management will be responsible for the administration of this contract and any reporting that may be requested.

III.F.5.

**RECOMMENDED ACTION** – Approval of proposals and award of a contract for the FY16 Job Order Contracting Services – Insulation Repair and Replacement.

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

BE IT RESOLVED by the Board of Governors for Missouri State University that the proposal received from WMC, Inc. for the FY16 Job Order Contracting Services – Insulation Repair and Replacement be accepted, approved and awarded.

BE IT RESOLVED that the total expenditure for projects completed under this contract shall not exceed Two Hundred Thousand and 00/100ths Dollars (\$200,000.00) during any one fiscal year.

BE IT FURTHER RESOLVED that each project accomplished under this contract will have its own financial plan and paid by the department requesting the services.

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 University sought proposals from mechanical insulation contractors for an on-call service. The intent of 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. This contract will allow Facilities Management to accomplish thermal insulation repairs and replacements that are beyond the capability of the present staff. The cumulative total of all individual projects awarded under this contract may not exceed \$200,000.00 per fiscal year. No additional work will be awarded in any fiscal year if the limit of \$200,000.00 would be exceeded. Work under this contract may be done on University controlled properties located in Douglas, Greene, Howell, Jasper, Laclede, Newton, Polk, Taney, Webster, and Wright counties.

This contract shall be valid for one fiscal year or until June 30, 2016. Included in the contract is the option to renew the contract for two additional consecutive fiscal years. If both options for renewal are exercised, the contract will expire on June 30, 2018.

Two valid proposals were received at the University's request. A review of each proposal included qualifications as well as cost. It was found that the proposal from WMC, Inc. provided the lowest and best submission and it is in the University's best interest to award it to this company.

Upon approval of this resolution, Facilities Management will be responsible for the administration of this contract and any reporting that may be requested.

III.F.6.

**RECOMMENDED ACTION** – Approval to increase the total annual expenditure for the remaining renewals available for the FY14 Job Order Contracting Services contract.

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

**BE IT RESOLVED** by the Board of Governors of Missouri State University that the total annual expenditure for projects under this contract approved at the June 19, 2013 Executive Committee meeting be increased by Two Hundred Thousand and 00/100ths dollars (\$200,000.00) above the original annual expenditure of Three Hundred Thousand and 00/100ths (\$300,000.00) for a total annual limit of Five Hundred Thousand and 00/100ths (\$500,000.00) be accepted and approved.

**BE IT FURTHER RESOLVED** that each project accomplished under this contract will have its own financial plan and paid by the department requesting the services.

**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 intent of this previously approved contract is to accomplish construction projects that are minor in nature, with the maximum expenditure per project not to exceed \$50,000. Work under this contract may be done on University controlled properties located in Douglas, Greene, Howell, Jasper, Newton, Taney, Webster, and Wright counties.

The cumulative total of all individual projects awarded under this contract has been limited to \$300,000.00 per fiscal year. After issuing the first of four available renewals for this contract, it was determined that the annual limit should be increased to meet the needs of the University. The annual limit of this contract has been met the last two years requiring suspension of any further requests at the end of each fiscal year. It is recommended that the cumulative total of all individual projects awarded under this contract be increased to \$500,000.00 per fiscal year. No additional work will be awarded in any fiscal year if the limit of \$500,000.00 is reached.

If approved, this increase would be implemented with the second renewal, which would become effective July 1, 2015 through June 30, 2016. If the third and fourth renewals are exercised, this increase would remain throughout the life of this contract, expiring on June 30, 2018.

III.F.7.

**RECOMMENDED ACTION** - Approval of a resolution granting a water line easement to the City of Springfield, Missouri for use by the Board of Public Utilities of Springfield, Missouri in providing water service to the neighboring property owned by the Springfield-Greene County Park Board.

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

**WHEREAS**, Missouri State University seeks to allow City Utilities of Springfield to provide water service to the neighboring property owned by the Springfield-Greene County Park Board; and

**WHEREAS**, as part of the process to provide water service to the neighboring property owned by the Springfield-Greene County Park Board, a new easement will be required for the purpose of allowing City Utilities of Springfield the ability to maintain this water line is approved;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Governors of Missouri State University that the water line easement, 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 to sign the easement, incorporated herein by reference, and perform those acts necessary to carry out and perform the terms of the agreement.

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

**NAY**     \_\_\_\_\_

**COMMENTS:**

The Springfield-Greene County Park Board (hereinafter referred to as the Park Board) owns land north and west of the William H. Darr Agricultural Center. The property is isolated from the public right-of-way except along Scenic Avenue at its far west border. The Park Board uses a portion of the land located directly north of the William H. Darr Agricultural Center as a nursery to grow plants that are used in parks throughout the Springfield-Greene County Parks System. The nursery area does not currently have an adequate water source for irrigation of the plant stock. The nearest access to water for the nursery area is from the City Utilities water main that runs along Kansas Expressway. The only other source of water for this purpose is from the water line located to the west of the nursery area. Running a water line from the west would be extremely costly and intrusive so the Park Board has asked if the University will allow water to be provided to their property from the existing water main located on University property along the south side of Journagan Ranch Road. Under the proposed easement, the water main along Journagan Ranch Road from Kansas Expressway to the Park Board property will become a City Utilities owned water main and an easement will be granted to allow for maintenance of the water main by the utility company. City Utilities will then provide a new, separately metered service from the water main to the Park Board property. Facilities at the William H. Darr Agricultural Center will continue to be served by this same water main and metered in the same way they are presently.

DO NOT WRITE ABOVE THIS LINE – FOR GREENE COUNTY RECORDER OF DEEDS’ OFFICE USE ONLY



**WATER EASEMENT**

(CU Activity No.)

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of TEN DOLLARS (\$10.00) in cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned

**Grantor: BOARD OF GOVERNORS, MISSOURI STATE UNIVERSITY**

(hereinafter, “Grantor”) does hereby grant, bargain, and convey to the CITY OF SPRINGFIELD, MISSOURI, a municipal corporation, for the use of the BOARD OF PUBLIC UTILITIES OF THE CITY OF SPRINGFIELD, MISSOURI, its successors, licensees, lessees, and assigns (hereinafter, “Grantee”) a perpetual right of way and easement, with the right, privilege, and authority to Grantee to lay, locate, construct, reconstruct, repair, operate, maintain, patrol, replace, relocate, and/or remove lines, fixtures, and appurtenances for the distribution and transmission of water in, on, through, over, under, and across the following described land in the COUNTY OF GREENE, State of Missouri, to-wit:

**See Exhibit A**

together with the right, privilege, and authority to trim, cut, and remove all obstructions (including, without limitation, trees and overhanging branches) on, over, or under the easement. Grantee may trim trees up to an additional 5 feet beyond such distance, if beneficial to the health of the tree. Grantor further does hereby grant, bargain, and convey to Grantee the right of ingress and egress to, from, and over the above-described real estate for doing anything necessary or useful for the enjoyment of the easement herein granted. Grantee shall have all rights, privileges, and appurtenances that may be required for full enjoyment of the rights herein granted, including, without limitation, the right to assign or grant partially or wholly to others the rights or license to use the easement herein granted or any part thereof for the uses and with the rights herein specified.

Grantor warrants that it has good title to the above-described premises and that there are no encumbrances which will limit or interfere with the rights granted herein to Grantee.

Grantor hereby transfers to Grantee the existing 6” ductile iron water line and all associated water facilities located in the easement, where is, as is, without warranty of any kind.

The Grantor, its tenants, heirs, successors, licensees, and assigns shall have the right to use and enjoy the said premises fully, except for the rights and privileges hereinbefore granted to the Grantee; provided however, that no buildings, structures, or improvements shall be erected or placed upon said easement, nor shall the terrain be altered without the prior written consent of Grantee, nor shall any other utilities be placed in, on, through, over, under, or across the easement without Grantee’s prior written consent. The use of said premises shall at all times be subject to such acts and uses by Grantee as may be necessary for the purposes herein set forth.

IN WITNESS WHEREOF, said Grantor has hereunto set its hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**BOARD OF GOVERNORS, MISSOURI STATE UNIVERSITY**

By \_\_\_\_\_ (Seal)

STATE OF MISSOURI )  
                                  ) SS.  
COUNTY OF GREENE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn did say that he is the \_\_\_\_\_ of Missouri State University, and that the seal affixed to foregoing instrument is the seal of said University and that said instrument was signed and sealed in behalf of said University by authority of its Board of Governors and \_\_\_\_\_ acknowledged said instrument to be the free act and deed of Missouri State University and its Board of Governors.

IN TESTIMONY WHEREOF, I have set my hand and notarial seal on the date first written above.

\_\_\_\_\_  
Notary Public

My commission expires:

**MAIL TO:** Jon D. Campbell  
City Utilities  
P.O. Box 551  
Springfield, MO 65801-0551

**BILL OF SALE**

In consideration of the payment of TEN AND NO/100S DOLLARS (\$10.00), the receipt of which is hereby acknowledged, Board of Governors, Missouri State University ("Seller") does hereby grant, bargain, assign, and transfer to the City of Springfield, Missouri for the use and benefit of the Board of Public Utilities of Springfield, Missouri ("Buyer") approximately 783 feet of underground 6" ductile iron water line and all associated water facilities ("water line") located in the easement attached hereto as Exhibit A. This transfer is where is, as is, without warranty of any kind (except for title).

Buyer shall be the owner of the water line and shall be liable for the operation and maintenance of the line as provided by applicable law. Nothing contained herein shall be considered a waiver of the defenses of sovereign immunity, official immunity, or the public duty doctrine.

To have and to hold the same unto Buyer, its successors and assigns, forever.

IN WITNESS WHEREOF, the parties have signed this Bill of Sale on the date last written below.

Board of Governors, Missouri State University

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

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

City Utilities of Springfield, Missouri

By \_\_\_\_\_

Name \_\_\_\_\_

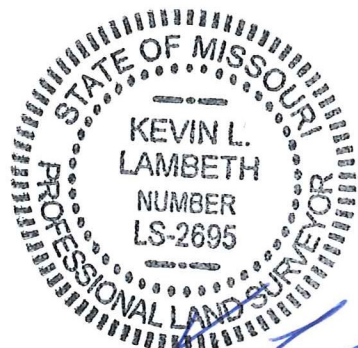
Title \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT A**

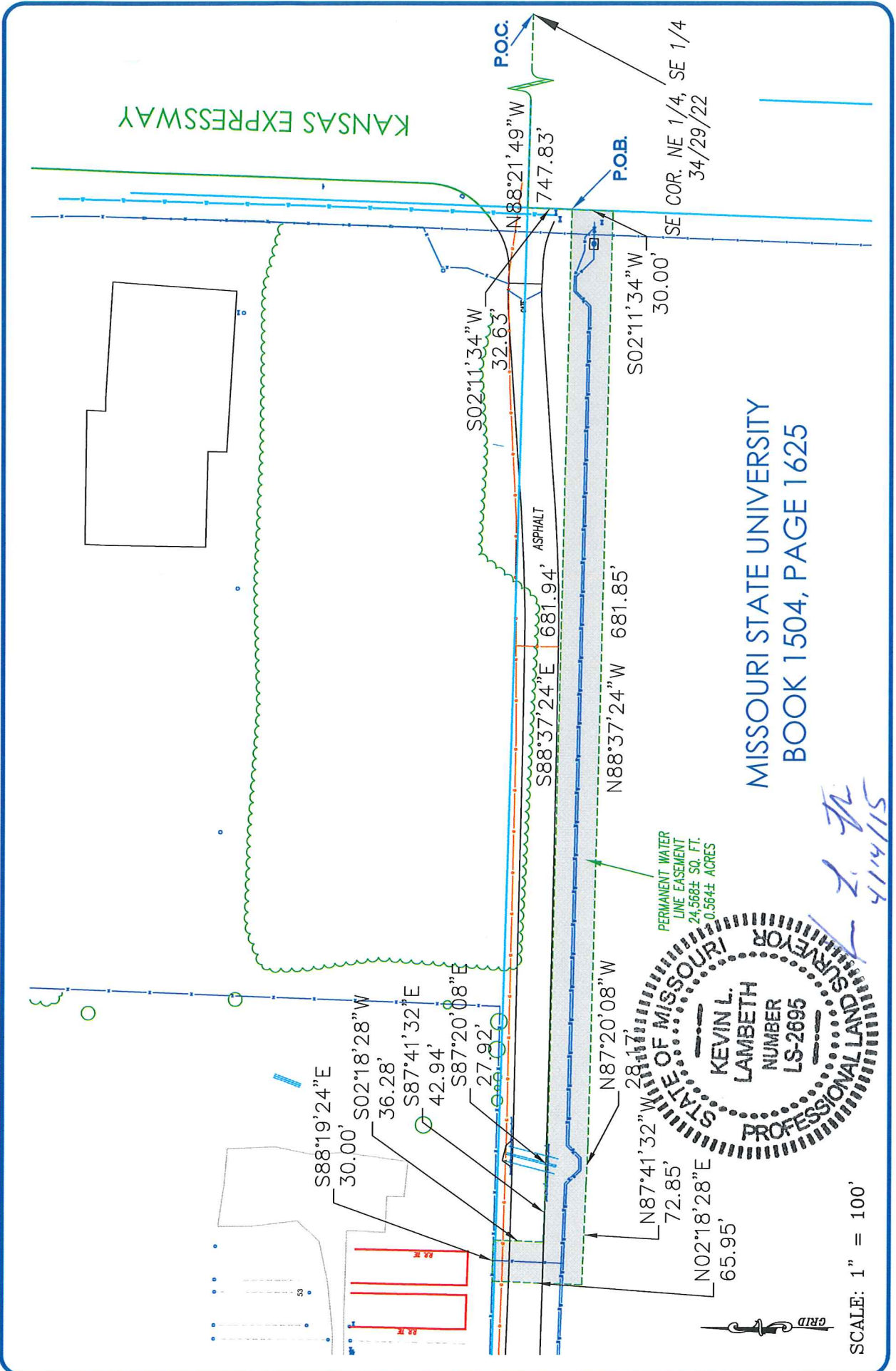
A 30.00 FOOT WIDE PERPETUAL WATER LINE EASEMENT BEING A PART OF THE GRANTOR'S TRACT OF LAND AS LYING IN THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 29 NORTH, RANGE 22 WEST AS DESCRIBED IN THE GREENE COUNTY, MISSOURI, RECORDER'S OFFICE IN BOOK 1504, PAGE 1625 AND SAID UTILITY EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 29 NORTH, RANGE 22 WEST; THENCE NORTH 88°21'49" WEST, 747.83' FEET TO THE WEST RIGHT-OF-WAY OF KANSAS EXPRESSWAY; THENCE ALONG SAID WEST RIGHT-OF-WAY, SOUTH 02°11'34" WEST, 32.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY, SOUTH 02°11'34" WEST, 30.00 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY, NORTH 88°37'24" WEST, 681.85 FEET; THENCE NORTH 87°20'08" WEST, 28.17 FEET; THENCE NORTH 87°41'32" WEST, 72.85 FEET; THENCE NORTH 02°18'28" EAST, 65.95 FEET TO THE NORTH LINE OF THE GRANTOR'S TRACT; THENCE ALONG SAID NORTH LINE, SOUTH 88°19'24" EAST, 30.00 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 02°18'28" WEST, 36.28 FEET; THENCE SOUTH 87°41'32" EAST, 42.94 FEET; THENCE SOUTH 87°20'08" EAST, 27.92 FEET; THENCE SOUTH 88°37'24" EAST, 681.94 FEET TO THE POINT OF BEGINNING. CONTAINING 24,568 SQUARE FEET OR 0.564 ACRES MORE OR LESS. ALL LYING IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 34, TOWNSHIP 29 NORTH, RANGE 22 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE.



*Handwritten signature and date:*  
4/14/15

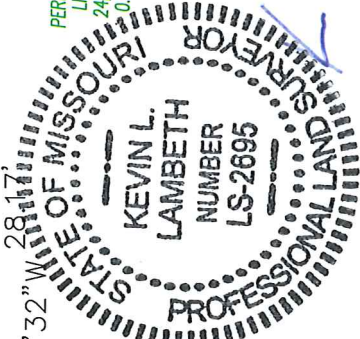




KANSAS EXPRESSWAY

MISSOURI STATE UNIVERSITY  
BOOK 1504, PAGE 1625

PERMANENT WATER  
LINE EASEMENT  
24,568± SQ. FT.  
0.56± ACRES



*L. JL*  
*4/14/15*

SCALE: 1" = 100'

DRAWN BY: RAP  
DATE: 4-09-15  
CLIENT NO: 10219-13

FIELD BY: DS  
FIELD BK: -  
DRAWING NO: 110333.DWG

CITY OF SPRINGFIELD  
**WATER LINE EASEMENT  
SKETCH**  
MSU, DARR AGRICULTURAL CENTER

**ANDERSON  
ENGINEERING, INC**

ENGINEERS • SURVEYORS • LABORATORIES • DRILLING  
2045 W. WOODLAND • SPRINGFIELD, MISSOURI 65807 • PHONE (417) 866-2741

III.F.8.

**RECOMMENDED ACTION – Approval of Apartment Lease Agreement for International Student and Faculty Housing with Bryan Properties, LLC.**

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 the lease agreement attached hereto commencing August 1, 2015, and terminating December 31, 2015, with Bryan Properties, LLC for six (6) apartment units, each including two bedrooms, for visiting international students and faculty more specifically identified at 1030 E. Walnut Street, Springfield, Missouri. The rent for the six (6) apartment units, to include all bedrooms, will be Forty-Three Thousand, Five Hundred Dollars (\$43,500.00).

**BE IT FURTHER RESOLVED**, that the proposed Lease Renewal Agreement be approved and that the Vice President for Administrative and Information Services be authorized to execute this agreement and renewals under the same terms on behalf of the Board of Governors.

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

**Comments:** This lease provides housing for 18 visiting students and 1 faculty member from Qingdao University participating in a customized biotechnology training program organized by the MSU International Leadership and Training Center. The Qingdao University group is scheduled to arrive in Springfield in early August, 2015 and return to China in late December, 2015. Qingdao University requested for this group to live on or near the main campus. MSU Residence Life did not have availability to house this group during the fall semester. Three off-campus housing vendors (Beacon Properties, Miller-O'Reilly Student Living and Bryan Properties) were considered and Bryan Properties was the only housing vendor to offer a short-term lease for this 5-month timeframe.

The Director of the International Leadership and Training Center will be responsible for administering the lease agreements. Qingdao University will be charged for housing as part of the overall cost of this customized training program, which includes housing, meals, transportation, instructional costs, books and materials, student service fees, and other program delivery expenses.

# Bryan Properties, LLC.

## LEASE AGREEMENT

**This is a legally binding contract. If not completely understood, seek legal counsel prior to signing.**

This Agreement, made between Bryan Properties, LLC. hereinafter designated as OWNER and the Board of Governors of Missouri State University, hereinafter designated as TENANT, whether one or more. The term OWNER includes the owner's agents and employees. The OWNER and TENANT agree as follows:

**1. PROPERTY:** The OWNER has this day leased to the TENANT the premises known and described as: **1030 E Walnut Unit #3,4,5,8,9 & 10** in the City of Springfield, State of Missouri, to be used as residential occupancy and none other by said Tenant and no other persons upon the terms and conditions set forth in this lease.

**2. OCCUPANTS:** Each two bedroom apartment is allowed up to four students of Missouri State University's International Leadership & Training Center.

**3. PREMISES, INITIAL TERM, AND RENEWAL:** OWNER does hereby lease to the TENANT in the present condition thereof the previously described premises for the initial term beginning \_\_\_\_August 1 2015\_\_\_\_and ending at 8am\_December 31,2015\_. Should TENANT vacate before the expiration of the term, TENANT shall be liable for the balance of the rent for the remainder of the term.

**4. RENT:** The TENANT agrees to pay the OWNER a total of (\$ 8700.00) Eight thousand seven hundred dollars as rent per month, due on the 1st day of each month. TENANT shall make monthly rent payments by a money order, a credit card, or in a cashier's check, for the total amount due for any given month.

**5. KEYS:** TENANT (S) will be provided 4 door key(s), 1 mailbox key for each unit.

**6. INSURANCE:** *TENANT hereby acknowledges that TENANT must obtain renter's insurance to cover residents personal property, and accept all liability for personal items.*

**7. UTILITIES & Furnishings:** Bryan Properties will provide all utilities including basic cable & high speed internet, as well as the following furnishings for each unit:

Beds, Mattress's & underbed storage drawers (one per occupant), One desk per bedroom, One desk chair per bedroom, living room couch, chair and coffee table, two dining barstools, washer & dryer, fridge, stove, microwave & dishwasher, Flat screen Television & stand (or wall mount) and bi-monthly light cleaning service (toilets, showers, floors, counters).

**8. SECURITY NOT PROVIDED:** TENANT agrees that the OWNER is not required by this lease to provide security guards or patrols, security gates or fences or any other form of security whatsoever. OWNER is not liable to TENANT for damage or loss to person or property caused by other persons, including but not limited to theft, burglary, assault, vandalism or other crimes. TENANT acknowledges that neither the OWNER nor Management has made any representations, written or oral, concerning the safety of the community or the effectiveness or operability of any security devices or security measures. TENANT hereby acknowledges that neither OWNER nor management warrants or guarantees the safety or security of the TENANT, their family members, or guests against the criminal or wrongful acts of third parties.

Each TENANT, occupant, guest and invitee is responsible for protecting his or her own person and property. The TENANT understands that security devices or measures, whether installed by the OWNER or TENANT, may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, TENANT hereby acknowledges that TENANT, occupant, guest and invitee should not rely on such devices or measures and should protect themselves and their property as if these devices or measures did not exist.

**9. TENANT RESPONSIBLE FOR FAMILY MEMBERS, GUESTS & INVITEES:** TENANT agrees that the TENANT shall consider any violation of this agreement by TENANT’S family, guests, occupants, or invitees a violation. OWNER may exclude guests or others who have been violating the law, violating this lease, or any rules, or disturbing other residents, neighbors, visitors, or owner representatives. OWNER may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a tenant, occupant, or guest of a specific tenant in the community. OWNER shall have the right to determine what constitutes disorder, boisterous conduct, improper noise, or interference with the rights of other Tenants, and shall have the right, at its option, to evict the TENANT by giving the TENANT three (3) days written notice of such eviction.

**10. PARKING:** All vehicles shall be kept properly licensed, insured and in good operating condition. Two cars are allowed per apartment to be parked in the Walnut Street Apartment Parking Lot, and must have a valid Parking Permit. All guests that want to park cars on this lot must have a Visitors Parking Pass.

At OWNER’S request TENANT shall provide OWNER with description and license plate numbers for vehicles to be parked on the property. Any vehicles that leak an excessive amount of oil must be parked in the street. OWNER may have unauthorized or illegally parked vehicles towed at TENANT’S expense. A vehicle is unauthorized or illegally parked on the property if it:

- A. Has flat tires or other conditions rendering it inoperable; or
- B. Is on jacks, blocks or has wheel(s) missing; or
- C. Has no current license or no current inspection sticker; or
- D. Takes up more than one parking space; or
- E. Belongs to a tenant or occupant who has surrendered or abandoned the residence; or
- F. Is parked in a marked handicap space without the legally required handicap insignia, or blocks another vehicle from exiting;
- G. Is parked in a fire lane or designated “no parking” area; or
- H. Is parked in a space marked for other residents or units; or
- I. Is parked on the grass, sidewalk or patio; or
- J. Blocks garbage trucks from access to a dumpster

**11. CONDITION OF THE PREMISES:** The TENANT accepts the residence, fixtures, and yard, as is, except for conditions materially affecting the health or safety of ordinary persons. OWNER disclaims all implied warranties. TENANT (S) will be given a Move-In Inspection form on or before move-in. Within 48 hours after move-in, TENANT (S) must note on the form all defects or damages and return the form to OWNER. If TENANT does not return the form, OWNER will consider everything to be in clean, safe, and good working condition and OWNER will consider any damage to the property during the lease term to be the TENANTS responsibility.

**12. IMPROVEMENTS & CHANGES:** TENANT must use customary diligence in maintaining the residence and not damaging or littering the common areas. Unless authorized by statute or by OWNER in writing, TENANT may not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter said property. Improvements made by the TENANT to the premises (whether approved or not), become the property of the OWNER unless otherwise agreed in writing.

**13. GENERAL ITEMS:**

A. TENANT shall not install antennas, satellite dishes, additional phone or cable TV outlets, alarm systems unless approved by OWNER in writing.

B. Waterbeds and/or water filled furniture are not permitted in the premises.

C. TENANT is responsible for the clearing of all clogged drain and sewer lines on the premises, unless said stoppage is the

result of a structural defect or root growth in the main sewer line.

D. Pass through expenses: Maintenance and or repair expenses incurred by OWNER due to the negligence of TENANT shall therefore be passed on to said TENANT. These expenses can be, but are not limited to garbage disposal repair, plumbing, door locks, broken windows, and or doors due to negligence or willful destruction.

**14. SMOKE DAMAGE:** TENANT hereby acknowledges that smoking is not allowed inside the residence.

**15. GROUNDS:** TENANT shall keep the premises and grounds in good condition, appearance, free from debris, dirt, filth, waste, or any flammable, dangerous, or detrimental material. If TENANT receives warning for grounds not being kept and continues to NOT comply the TENANT will be charged a clean up and/or disposal fee with the amount determined at time of clean up. TENANT will not make any changes or additions to the landscape of the property without the express written permission of the OWNER. All parties acknowledge that OWNER is not responsible for removal of ice or snow on sidewalks, stairways, parking lots, or any common area. In the event ice and snow should accumulate, TENANT is to act according with caution accepting responsibility for any slips, falls, or any type of accident involving person and or vehicle.

**16. SMOKE DETECTOR:** It is understood that the dwelling is furnished with SMOKE DETECTORS. TENANT is solely responsible for maintaining the smoke detectors, including providing batteries and periodically testing the smoke detectors to make sure that they are in good working order. If the TENANT informs the OWNER that the smoke detector is not function (for reasons other than batteries), the OWNER will provide a new smoke detector or repair the existing smoke detector.

It is understood and acknowledged by the TENANT that the OWNER will have no liability to the TENANT or the TENANT'S agents, family, invitees, or guests for any personal injury or property damage sustained due to the nonfunctioning of the smoke detector.

**17. LOCK OUTS:** It is understood that in the event of a lockout the TENANT should hire a locksmith and assume all expenses. Locks cannot be changed or damaged by TENANT or locksmith, as TENANT will be held solely responsible. In the event that locks are changed or damaged TENANT will reimburse OWNER immediately for all costs associated for replacement or repairs.

**18. FIRE OR CASUALTY:** The OWNER shall have the option of terminating this lease by giving written notice to the TENANT within ten days after being notified of the fungus, mold, pollution, damage, or casualty loss. In the event the premises are uninhabitable because of fire or damage cause by the negligence of the TENANT, or the TENANT'S family, guests, invitees, or agents, TENANT may not terminate the lease and rent shall not be abated.

**19. ANIMALS:** No animals (including mammals, reptiles, birds, fish, rodents and insects) are allowed, even temporarily in the residence or on the property. If TENANT violates the NO animal policy, TENANT will be subject to a **\$500.00** fine, costs of damages, and/or eviction, and other remedies provided in this lease. If an animal has been in the residence at any time during TENANT'S term of occupancy, TENANT will be responsible for all necessary cleaning and repairs including but not limited to: flea treatments, deodorizing, carpet cleaning and or replacement.

**20. SALE OF PREMISES:** If the premises are sold or conveyed by the OWNER, this lease shall be deemed to be assigned from the OWNER to the grantee and that of all rights and remedies contained in this lease agreement and under the laws of the state of Missouri shall inure to the grantee. TENANT agrees to be bound by all provisions of this lease agreement which inure to the grantee.

**21. DISCLOSURE RIGHTS:** If someone requests information about TENANT for law enforcement, government or business purposes, OWNER may provide it. TENANT hereby consents to the release of any and all information gathered by the OWNER in the process of approving the application for this tenancy and all information acquired by the OWNER during the tenancy. The OWNER may obtain a credit report for the purpose of locating a former TENANT or for use in the collection of any debt owed to the OWNER. If the OWNER or his agent employs the services of any debt collector or attorney to collect any money due under this agreement, the undersigned hereby consents that the debt collector or attorney may contact the

undersigned at such times and places as said debt collector or attorney deems appropriate, and may contact any persons for the purpose of acquiring information to aid in the collection of any debt.

**22. TERMINATION FOR CAUSE:** Any breach of any provision of this lease including addenda, rules and community policies by TENANT, family members, occupants, guests, or invitees, or any untrue or misleading statement in TENANT'S rental application shall give OWNER the right, after giving ten days notice to quit possession, to reenter the premises and take possession thereof, or to oust the TENANT, subtenant or under-tenant by the proper procedure.

**23. TERMINATION WITHOUT CAUSE:** Coincidental with or after the expiration of the initial term, either party may terminate this agreement without cause by delivering a written notice of termination to the other party at least one full calendar month (**by the 1<sup>st</sup> day of the month**) prior to the lease expiration or termination date. All notices pursuant to this provision shall terminate the tenancy as of the last day of the month and be in compliance with the Move-Out Procedures set forth in this lease. If TENANT fails to give proper written notice or fails to surrender keys, TENANT'S vacating of the premises will be deemed to be notice and TENANT will be liable for at least two additional month's rent up to the full term of the lease and forfeiture of the deposit. (Lease cancellation "buy-out" policy available with approval and fees paid.)

**24. DEFAULT BY TENANT:** Among other acts listed in this lease or provided by law, TENANT will be in default of this lease if:

- A. TENANT does not pay rent or other amounts owed under this Lease;
- B. TENANT or any guest or occupant violates this Lease, rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs;
- C. TENANT abandons the residence;
- D. TENANT gives incorrect or false answers in a rental application;
- E. TENANT or any occupant is arrested for a felony offense;
- F. TENANT or any occupant, in bad faith, makes an invalid habitability complaint to an official or employee of a utility company or to any governmental agency.
- G. TENANT violates any part of the lease agreement or does not adhere to the TENANT rules and responsibilities.

**25. RE-ENTRY AND DELIVERY OF POSSESSION UPON EXPIRATION OR TERMINATION:** At the expiration of any term hereby created or if default be made in the payment of rent after the same is due, or upon the breach or any of the covenants and agreements herein contained, the OWNER or his agents shall have the right to enter and take possession of the leased premises, and the *TENANT hereby agrees to deliver same without process of law, and this lease*, at the option of the OWNER, shall terminate, or the OWNER may re-let the same for an account of the TENANT but to this cause the obligation of the TENANT shall not cease.

**26. SUBLEASE AND ASSIGNMENT PROHIBITED:** TENANT agrees not to sublet said premises, or any part thereof, nor assign this lease, or any portion of the term of said lease, nor make any alteration, or additions to any of the buildings on said premises, or fixtures therein without written consent of the OWNER but such consent shall not release the TENANT from the obligations of this lease. If OWNER approves a replacement tenant, then, at OWNER'S option:

- A. The replacement tenant must sign this Lease with or without an increase in the total security deposit.
- B. The remaining and replacement tenants must sign an entirely new Lease.

Unless OWNER agrees otherwise in writing, TENANT'S security deposit will automatically transfer to the replacement tenant as of the date of OWNER'S approval. The departing tenant will no longer have a right to occupancy or a security deposit refund. The OWNER will not consent to a sublease or assignment unless:

- A. The applicant completes the same procedures for application and screening that apply to all applicants for residency; and
- B. Upon approval, the lessee and sub-lessee sign all documents required by the OWNER.

**27. RIGHT TO ENTER:** OWNER or his agent shall be permitted to enter the premises to inspect the property and condition

thereof, at any reasonable time, to show the property for sale, at reasonable times, and for ALL days before the expiration of this lease to keep a for rent or for sale sign displayed on the premises and show the property for rent or for sale. The TENANT agrees that the OWNER, his agents or employees, or the employees of any contractor, utility company, or governmental agency, lender or insurance agent shall have the right to enter the premises and make inspections thereof or repairs thereto at any reasonable time and at any time in an emergency. If TENANT or any guest or occupant is present, then repairers, servicers, contractors, or our representatives may peacefully enter the residence at reasonable times for the following purposes: Inspecting the premises for damage, maintenance or needed repairs or improvements, retrieving unreturned tools or appliances, preventing waste of utilities, leaving notices, removing or re-keying unauthorized security devices, removing unauthorized window coverings, stopping excessive noise, removing health or safety hazards (including hazardous materials) or items prohibited under our rules, removing perishable food stuffs if TENANT(S)r electricity is disconnected, removing unauthorized or dangerous animals, retrieving property owned or leased by OWNER, allowing entry by a law enforcement officer with a search or arrest warrant, or in hot pursuit, allowing entry to government inspectors, exhibiting the premises to prospective tenants, purchasers, inspectors or appraisers. Such entry may be made after advance notice, stating time and purpose of the entry whenever possible. Entry may be made without prior notice if the OWNER or his agent is unable to contact TENANT, or reasonably believes that an emergency exists, such as fire, flood, or broken water pipes, and requires immediate entry, or in an attempt to prevent circumstances which could cause damage to the premises. If no one is in the residence, then repairers, servicers, Owner and Owner's representatives may enter peacefully and at reasonable times by duplicate or master key for the same above listed purposes.

**28. RESIDENT hereby agrees to be responsible for personal property.** It is agreed that he OWNER is not liable for personal injuries resulting from the tenants actions or negligence, or for the loss or damage of personal property.

**29. ATTORNEY FEES; COSTS TO ENFORCE AGREEMENT:** In the event it is necessary for the owner to employ an attorney to enforce the terms of this agreement, collect any rent due, obtain possession pursuant to an unlawful detainer or other statutory possessor action, or defend any claim or counterclaims brought by the resident, the OWNER shall in addition to any other sums the owner is entitled to recover, shall also be entitled to recover his reasonable attorney's fees, reasonable hourly compensation for time expended by OWNER or his agents, litigation expenses and court costs.

**30. DISPOSAL OF ABANDONED PROPERTY:** Any property of TENANT or occupants, remaining in or on the premises, either after termination of this lease or after TENANT abandons the premises, may be removed or disposed of by OWNER without liability. The premises shall be deemed abandoned if:

- A. The OWNER reasonably believes that the TENANT has vacated the premises and intends not to return;
- B. The rent is due and unpaid for thirty days; and
- C. OWNER posts written notice on the premises and mails to the last known address of TENANT by certified mail, return receipt requested, a notice of OWNER'S belief of abandonment as per Sec. 441.065. R.S. Mo; and
- D. TENANT fails to pay rent or respond in writing to the OWNER'S notice within ten (10) days after the date of posting and deposit of such notice in the U.S. Mail, stating TENANT'S intention to not abandon the premises.

**31. INTERPRETATION OF THIS LEASE:**

- A. **OWNER:** has the right to damages from his estate, successors and personal representatives should his death occur during the lease period.
- B. **HEADINGS:** The titles, headings, or captions in this agreement are for convenience only and are not to be construed to interpret, define, limit or change the intent or meaning of the language contained in this agreement.
- C. **GOVERNED BY MISSOURI LAW.** The terms of this lease shall be interpreted and governed by the laws of the State of Missouri.
- D. **TIME OF THE ESSENCE.** Time is of the essence of this lease agreement.

**E. ANTI-CRIME CONDITIONS:** For the purposes of these Anti-crime Conditions, the term TENANT shall include the TENANT, members of TENANT’S household, TENANT’S occupants, TENANT’S guests, TENANT’S invitees, or any other person who is living in, visiting, inhabiting, dwelling in, staying at, or frequenting the TENANT’S unit or common grounds, or is given access in any way to TENANT’S unit or the common grounds by TENANT, members of TENANT’S household, or TENANT’S occupants, or TENANT’S guests, or TENANT’S invitees, or any other person who is living in, visiting, inhabiting, dwelling in, staying at, or frequenting the TENANT’S unit or common grounds.

1. The TENANT shall not engage, or in any way be involved, in any criminal activity in, on, or near the unit, the common areas, or in the immediate vicinity of the OWNER’S premises. TENANT SHALL NOT ENGAGE IN CRIMINAL ACTIVITY EVEN OFF THE OWNER’S PREMISES. The commission of any crime in any location is grounds for termination of this lease and eviction, at OWNER’S subjective discretion.

2. TENANT shall not engage in any act intended to facilitate criminal activity on or near OWNER’S premises.

3. TENANT will not permit the dwelling to be used for or to facilitate criminal activity regardless of whether the individual engaging in such activity is a member of the household or a guest.

4. TENANT will not engage in the unlawful possession, distribution, manufacturing selling, use, storage, keeping or giving of a controlled substance as defined in RSMo Sec. 195.202 through RSMo Sec. 195.218 or in Section 102 of the Controlled Substance Act, 21 U.S.C. 802 at any location, whether on or near OWNER’S premises or otherwise.

5. TENANT shall not engage in any illegal activity, including prostitution, gang activity, harassment, any crimes against persons including but not limited to the unlawful discharge or unauthorized possession of firearms or any other activity that jeopardizes the health, safety and welfare of the OWNER, his agent or other tenant or involving imminent or actual serious property damage. *VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. OWNER STRICTLY ENFORCES ALL CONDITIONS.*

**E. ANTI-CRIME CONDITIONS (CONT.):**

A single violation of any of the provisions of these conditions shall be deemed a serious violation and a material and irreparable noncompliance with the Lease and shall be good cause for termination of the lease. Proof of violation shall not require criminal conviction but shall be by a preponderance of the evidence. The OWNER may terminate the tenancy of a TENANT if any of TENANT’S household members is illegally using drugs or if the owner determines that a pattern of illegal use of drugs interferes with the health, safety or right to peaceful enjoyment of the premises by other residents.

*Tenant Sign/Date* \_\_\_\_\_

*Bryan Properties Sign/Date* \_\_\_\_\_



III.F.9.

**RECOMMENDED ACTION – Approval of First Addendum to Commercial Lease with Ozarks Technical Community College for General Classroom and Support Space in Lebanon, Missouri.**

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

**WHEREAS**, Missouri State University entered into a Lease Agreement with Ozarks Technical Community College to lease classroom and office space at the Ozarks Technical Community College Lebanon Education Center on August 1, 2013 to July 31, 2014; and

**WHEREAS**, the University extended the term of the lease for one year per the lease agreement from August 1, 2014 to July 31, 2015; and

**WHEREAS**, the University desires to remain in the same location with a lease to commence August 1, 2015 to July 31, 2016 to continue the Missouri State Outreach Continuing and Distance Education program in Lebanon, Missouri.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Governors for Missouri State University that the President and/or Vice President for Administrative and Information Services be authorized to enter into a First Addendum to Commercial Lease for academic and office space in Lebanon, Missouri, effective upon execution by both parties, which is attached.

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

COMMENTS:

The Missouri State Outreach program plans to continue leasing classroom and office space at Ozarks Technical Community College (OTC) Lebanon Education Center. The lease agreement would commence August 1, 2015, and extend through July 31, 2016 (renewal term). Missouri State University would continue to pay OTC \$22,000 for two (2) general classrooms, one (1) classroom for interactive video courses (ITV), one (1) furnished computer laboratory, and office space during the term.

## **FIRST ADDENDUM TO COMMERCIAL LEASE**

THIS FIRST ADDENDUM TO COMMERCIAL LEASE (the "First Addendum") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2015, by and between COMMUNITY COLLEGE DISTRICT OF CENTRAL SOUTHWEST MISSOURI A/K/A OZARKS TECHNICAL COMMUNITY COLLEGE, a political subdivision ("Lessor") and the BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY, a public university of higher education ("Lessee"). This Agreement is contingent upon approval by the Board of Trustees of Lessor and the Board of Governors of Lessee.

### **WITNESSETH:**

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

**WHEREAS**, Lessee is given the option and right to extend the Term of the Commercial Lease for one (1) year by giving written notice to Lessor at least sixty (60) days prior to the expiration of the Commercial Lease on July 31, 2015; and

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

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

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

#### **Section 1      TERM**

The Lessor and Lessee have elected to extend the term of the Lease for one (1) year commencing on August 1, 2015 and terminating at midnight on July 31, 2016 (the "Renewal Term").

#### **Section 2      RENT**

The rent for the Renewal Term shall be Twenty-Two Thousand and 00/100 Dollars (\$22,000.00), payable on or before August 1, 2015. Rent shall be paid without demand in advance on the first day of each of the Initial Term and Renewal Term, if any, of this Lease, and payable to Lessor at 1001 E. Chestnut Expressway, Springfield, MO 65802, or at such other addresses designated by written notice from Lessor.

**Section 3      COMMERCIAL LEASE TERMS AFFIRMED**

Except as otherwise modified by this First Addendum, the parties hereto hereby reaffirm each and every term and condition of the Commercial Lease.

**Section 4      CAPITALIZED TERMS**

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

**Section 5      ENTIRE AGREEMENT**

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

**Section 6      COUNTERPARTS**

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

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

**LESSOR:**

**LESSEE:**

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

MISSOURI STATE UNIVERSITY

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

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

**Exhibit A**  
**Commercial Lease**

## LEASE AGREEMENT

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

### WITNESSETH:

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

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

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

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

THIS LEASE is made upon the following terms and conditions:

### **Section 1**      **TERM**

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

**Section 2      RENT**

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

**Section 3      ALTERATIONS**

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

**Section 4      REPAIR AND MAINTENANCE**

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

**Section 5**      **COMPLIANCE WITH LAWS AND AGREEMENTS**

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

**Section 6**      **MECHANICS' LIENS**

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

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

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

**Section 8**      **UTILITIES**

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

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

9.1      **Indemnification.**

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

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

## **Section 10**    **CASUALTY AND CONDEMNATION**

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

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



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

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

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

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

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

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

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

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

12.3 Damages. In the event of any such Default and recovery of possession of the Leased Premises by Lessor, whether or not this Lease is terminated by Lessor, Lessor shall be entitled to recover all unpaid Rent for the periods prior to the date of such recovery of possession.

### **Section 13 LESSOR'S DEFAULTS; REMEDIES**

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

### **Section 14 HOLDING OVER**

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

### **Section 15 SURRENDER**

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

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

**Section 16     QUIET ENJOYMENT AND TITLE**

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

**Section 17     NOTICES**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

**Section 18**     **WAIVER OF COVENANTS, ETC**

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

**Section 19**     **BINDING EFFECT**

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

**Section 20**     **PARTIAL INVALIDITY**

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

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

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

**Section 22**     **HAZARDOUS SUBSTANCES**

22.1 Lessee shall not generate, use or store any substances designated as, or containing components designated by any governmental agency as hazardous, dangerous, toxic or harmful, and/or subject to regulations under federal, state or local law, regulations or ordinance on or around the Leased Premises, except to the extent used (i) in normal quantities and (ii) in compliance with all Environmental Laws. Lessee shall not install any underground storage tanks on the Premises without prior written consent of Lessor, which may be withheld in Lessor's sole discretion. Lessee shall be fully and completely liable to Lessor and shall indemnify, defend and hold Lessor harmless from any and all cleanup costs and any and all other charges, fees (including attorneys' and consultants' fees) or penalties relating to the use, disposal, transportation, generation or sale by Lessee of hazardous substances on the Premises.

22.2 Lessee further agrees to be responsible for all liability, losses, expenses (including attorneys' and consultants' fees), damages, penalties, costs, actions, claims, judgments, fines, response costs, cleanup costs and oversight costs which may be imposed upon, incurred by, or asserted against Lessor, its employees, officers and directors, and Lessor's

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

- 22.3 "Environmental Conditions" means any and all conditions in, on, under or resulting from the soil, surface water, air, ground water and stream sediments on, under or above the Leased Premises that could require remedial action or result in claims, demands or liabilities by third parties against the owner or operator of the Leased Premises.
- 22.4 "Environmental Laws" shall mean all federal, state or local environmental laws, ordinances, rules, regulations, requirements, licenses, permits, and acts, and all regulations promulgated thereunder, whether now existing or hereafter enacted, including, but not limited to: the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq., as amended ("FWPCA"); the Clean Air Act, 42 U.S.C. §§ 741 et seq., as amended ("CAA"); the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., as amended ("RCRA"); The Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., as amended ("CERCLA") The Superfund Amendments and Reauthorization Act, as amended ("SARA"); the Clean Water Act, as amended ("CWA"); the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq., as amended ("TSCA"); the Occupational Safety and Health Act, 29 U.S.C. §§ 651 et seq., as amended ("OSHA"); the Safe Drinking Water Act 42 U.S.C. § 300(f) et seq., as amended; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 et seq., as amended ("FIFRA"); the Hazardous Material Transportation Act; and the Marine Protection, Research and Sanctuaries Act.

### **Section 23    SIGNAGE**

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

**Section 24    USE AND OCCUPANCY**

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

**Section 25    COMMON AREAS**

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

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

**LESSOR**

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

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

ITS: CHANCELLOR

LESSEE

MISSOURI STATE UNIVERSITY

By: 

ITS: Vice President For Administrative  
Services

## **Exhibit A**

### Memorandum of Understanding

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



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

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

**BACKGROUND**

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

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

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

**ORGANIZATION AND OPERATION**

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

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

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

#### MSU AND OTC DEGREE/MAJOR PROGRAM DELIVERY AND COURSE OFFERINGS

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

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

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

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

#### FACILITIES AND SERVICES AVAILABLE TO MSU

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

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

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

#### INSURANCE AND LEGAL RESPONSIBILITY

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

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

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

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

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

#### FACULTY

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

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

#### FINANCIAL AGREEMENT

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

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

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

### TERM OF THE LEASE AGREEMENT

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

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

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

### REGULAR MEETINGS

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

### ADVISORY COMMITTEE

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

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

### COVENANTS

The parties mutually agree and make the following covenants:

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

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

AMENDMENTS


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

GOVERNING LAWS AND INTERPRETATION

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

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

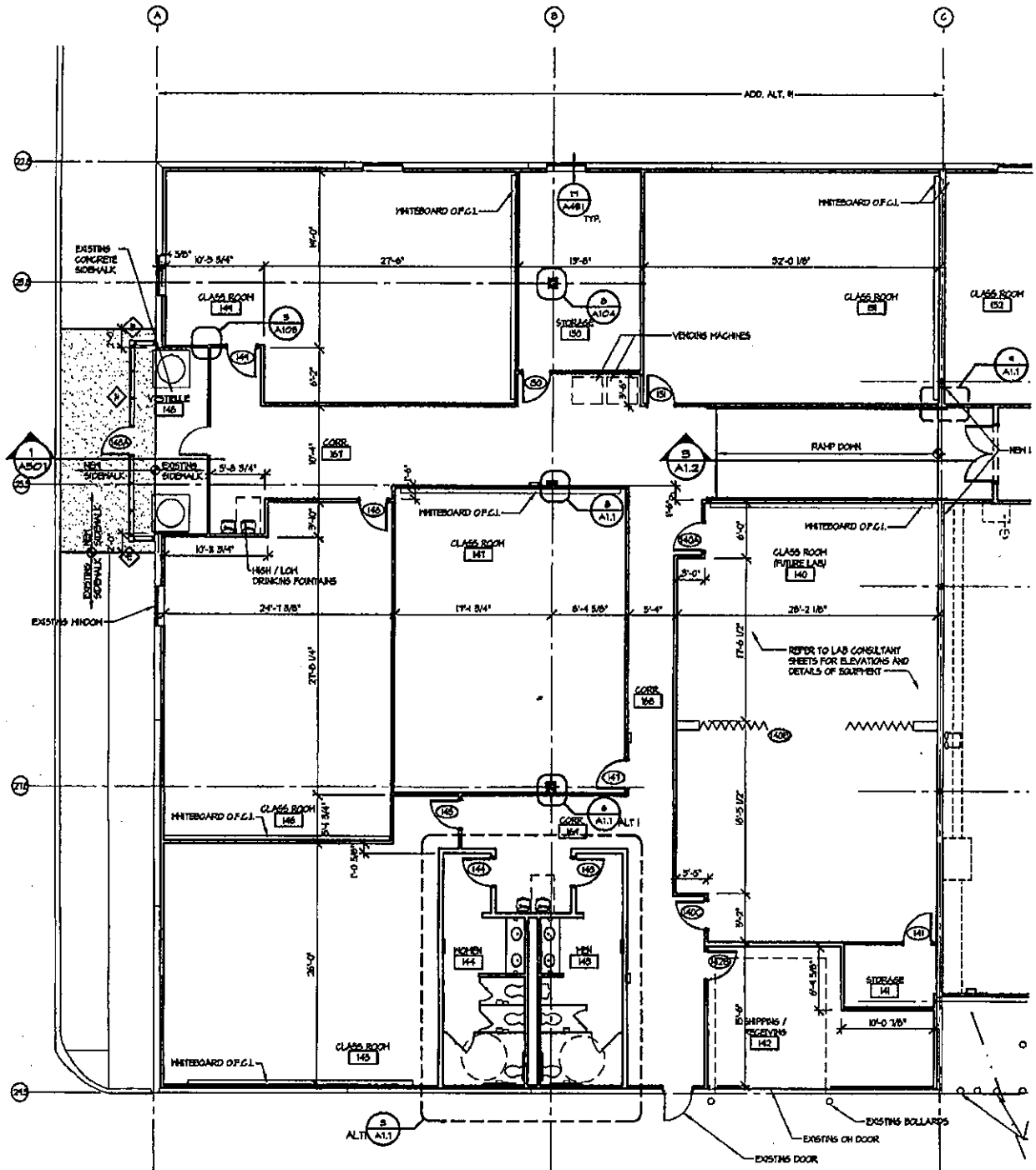
MISSOURI STATE UNIVERSITY

By   
Mr. Clifton M. Smart, III President

OZARKS TECHNICAL COMMUNITY  
COLLEGE

By   
Dr. Hal L. Higdon, Chancellor

EXHIBIT 1



**2** ENLARGED FLOOR PLAN - SPRINGFIELD BUILDING  
 3/32"=1'-0"

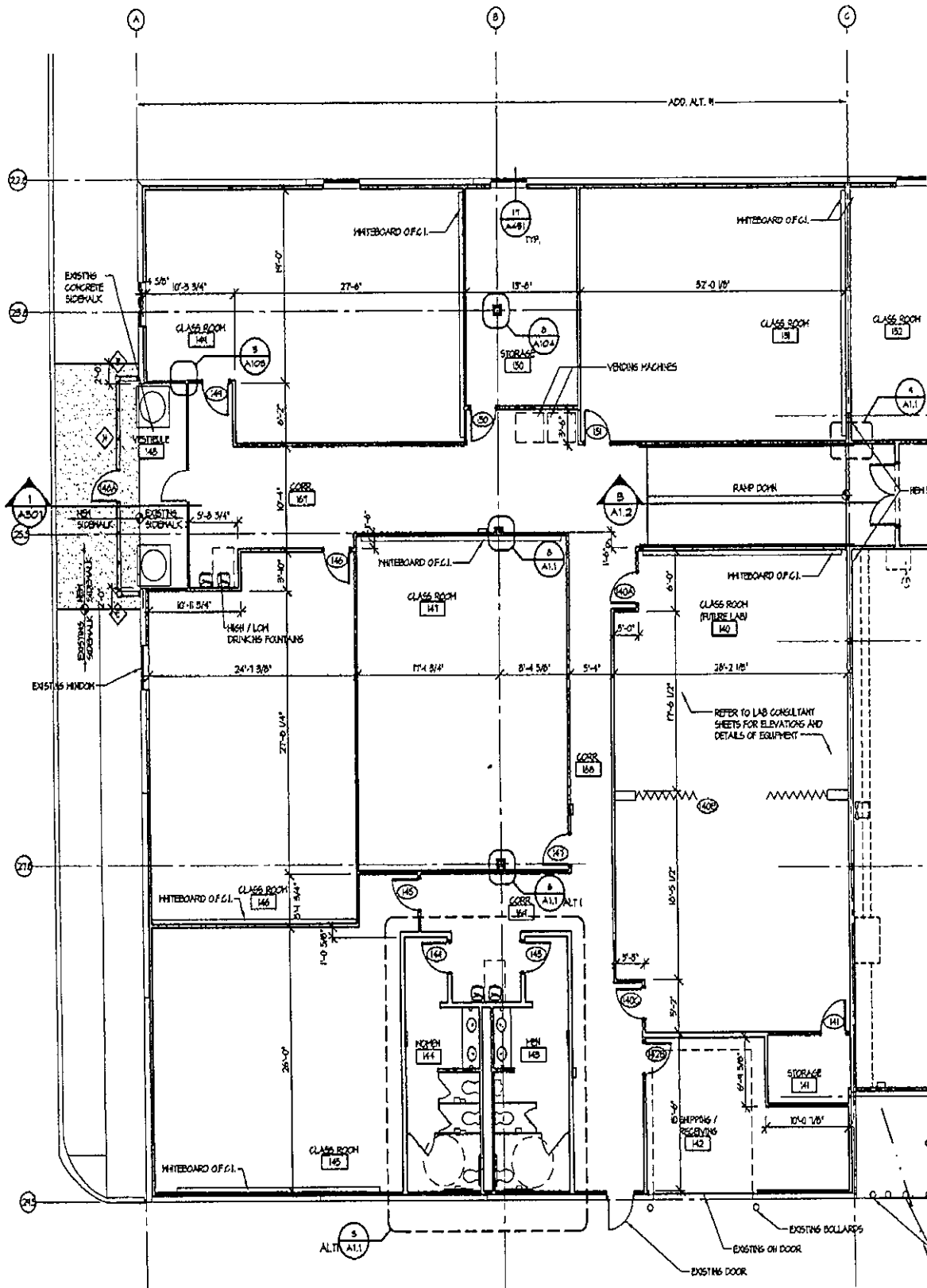


## Exhibit B

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

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

As further described on Exhibit B-1 attached.



## 2 ENLARGED FLOOR PLAN - SPRINGFIELD BUILDING

3/32"x1'-0"

III.F.10

**RECOMMENDED ACTION – Approval of Amendment to Modify Contract for United States Postal Service (USPS) Contract Postal Unit at Missouri State University.**

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

**WHEREAS**, Missouri State University entered into a Contract with the USPS to operate a Contract Postal Unit on the Springfield campus on December 16, 1992; and

**WHEREAS**, the University and USPS desire to modify and update the terms and conditions of the contract.

**NOW, THEREFORE, BE IT RESOLVED**, that the Amendment of Solicitation/Modification of Contract be approved and that the Vice President for Administrative and Information Services be authorized to execute this contract on behalf of the Board of Governors.

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

COMMENTS:

USPS Contract Postal Unit is located at the Robert W. Plaster Student Union.

USPS pays Missouri State University a fixed annual price of \$6,000.00 to operate a Contract Postal Unit.

Period of performance: December 1, 1992, to December 31, 2099

The modification is issued to update/change the following:

- 1) Renumber USPS contract number.
- 2) Change termination clause (updated from 60 to 120 days' notice).
- 3) Update prohibited transactions clause to conform with recent USPS standards.
- 4) Delete minimum rate clause (in accordance with new USPS policy).
- 5) Update the hours of operation.
- 6) Update the contracting officer and buyer names.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE 1 OF 2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ.NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Linda C Cooper Alternate Access/CPAC/CPU Customer Products & Fulfillment CMC United States Postal Service 3300 South Parker Road, Suite 400 Aurora CO 80014-3500 303-743-1258	CODE 2DCPAC	7. ADMINISTERED BY (If other than Item 6) Alternate Access/CPAC/CPU Customer Products & Fulfillment CMC United States Postal Service 3300 South Parker Road, Suite 400 Aurora CO 80014-3500	CODE 2DCPAC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MISSOURI STATE UNIVERSITY 901 S NATIONAL AVE SPRINGFIELD MO 65897-0027		(x) 9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. 2DCPAC-15-B-0331	
		10B. DATED (SEE ITEM 13)	
SUPPLIER CODE 000248677	FACILITY CODE	01/29/2015	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required.)

See Schedule

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<input checked="" type="checkbox"/>	A. THIS CHANGE BY CLAUSE IS ISSUED PURSUANT TO: (Specify clause) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14.
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF: THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	D. OTHER (such as no cost change/cancellation, termination, etc.) (Specify type of modification and authority) : THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A RENUMBER CONTRACT AND UPDATE TERMS AND CONDITIONS

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

THIS MODIFICATION IS ISSUED TO UPDATE/CHANGE THE FOLLOWING:

1. TO UPDATE THIS CONTRACT 284218-93-P-0055 WITH A NEW CONTRACT 2DCPAC-15-B-0331
2. UPDATE THE TERMS AND CONDITIONS OF YOUR CONTRACT TO INCLUDE CHANGES TO THE FOLLOWING:
  - a. TERMINATION CLAUSE, UPDATED TO 120 DAYS' NOTICE
  - b. PROHIBITED TRANSACTIONS CLAUSE, UPDATED
  - c. DELETE MINIMUM RATE CLAUSE, IN ACCORDANCE WITH NEW USPS POLICY
3. UPDATE THE HOURS OF OPERATION ON ATTACHMENT 1 SECTION 3-HOURS AS FOLLOWS:
  - . MONDAY - FRIDAY 8:00AM-5:00PM
  - . SATURDAY/SUNDAY AND HOLIDAYS - CLOSED
4. TO UPDATE THE CONTRACTING OFFICER AND BUYER NAMES. YOUR CONTRACTING OFFICER AND/OR

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Linda C. Cooper	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. CONTRACT AUTHORITY	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		_____ (Signature of Contracting Officer)	

**CONTINUATION SHEET**

REQUISITION NO.

PAGE OF  
2 2

CONTRACT/ORDER NO.  
2DCPAC-15-B-0331

AWARD/  
EFFECTIVE DATE  
See Block 16C

MASTER/AGENCY CONTRACT NO

SOLICITATION NO.

SOLICITATION  
ISSUE DATE

ITEM NO.	SCHEDULE OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>BUYER IS CHANGED TO:</p> <p>LINDA C. COOPER - (303) 743-1258 3300 S. PARKER RD., STE. 400 AURORA, CO 80014-3500</p> <p>THESE CHANGES SHALL BECOME EFFECTIVE IMMEDIATELY UPON ACCEPTANCE.</p> <p>Sub Rept Req'd: N Payment Terms: NET30 Delivery: 1 Days After Award Discount Terms: See Schedule</p> <p>Accounting Info: BFN: 287530 FOB: Destination Period of Performance: 12/01/1992 to 12/31/2099</p>				

PART 1 – CONTRACT POSTAL UNIT SCHEDULE

1.1 CONTRACT POSTAL UNIT OPERATION

The supplier agrees to operate a Contract Postal Unit (CPU) in a facility operated by a supplier, at a supplier-owned or leased site, under contract to the Postal Service to provide specified Postal Services and supplies to the public, the terms and conditions established herein. Days and hours of operation will be coordinated with the designated postal official listed in Attachment 1, who will serve as the Postal Service point of contact with the supplier. A copy of the notice of appointment defining this individual’s authority will be furnished to the supplier upon award. The contract will be for an indefinite term, subject to the rights of termination specified herein. The supplier must provide the services listed in Attachment 1, Requirements. The property required for the operation of this CPU is identified in Attachment 1.

The supplier agrees to operate a Contract Postal Unit (CPU) under the terms and conditions established herein for the fixed annual price of **\$6,000.00. (Supplier insert offer in the space provided).**

NAICS SELF-CERTIFICATION

For supplier self-certification, NAICS code 453998, ALL OTHER MISC STORE RETAILERS, is applicable to this solicitation (for more information visit [www.sba.gov](http://www.sba.gov)).

1.2 ACKNOWLEDGMENT OF AMENDMENTS

The supplier acknowledges receipt of amendments to the solicitation numbered and dated as follows:

Amendment Number	Date	Amendment Number	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

PART 2 – SOLICITATION PROVISIONS

2.1 PROVISION 4-1 STANDARD SOLICITATION PROVISIONS

- a. **Submission of Offers.** Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified on this solicitation.  
  
As a minimum offers must show:
  - (1) Page 1, Item 10, individual or company name, dba, mailing address, city, state zip and contact name.
  - (2) Page 1, Item 11, physical address of CPU, telephone number, fax number and email address  
\*\*\*\*\* DO NOT USE A POST OFFICE BOX ADDRESS FOR THE PHYSICAL ADDRESS \*\*\*\*\*
  - (3) Page 1, Item 12a, Taxpayer identification number (TIN) or Social Security Number (SSN). The TIN is the supplier’s tax identification number used on the U.S. Treasury Form 941, *Employers Quarterly Federal Tax Return*.
  - (4) Page 1, Item 12b. Parent Company’s TIN (if applicable)
  - (5) Page 1, Item 16b, Signature of Person Authorized to Sign, and Item 16c, Printed Name and Title of Person Authorized to Sign.
  - (6) Provide all other information requested by Part 2 – Solicitation Provisions of this solicitation.
  - (7) Provide all the information requested by Attachment 2 – Contract Postal Unit – Supplier Business Proposal and Information and Insert percentage offer in Attachment 4, Compensation.
- b. **Business Disagreements.** Business disagreements may be lodged with the Supplier Ombudsman if the supplier and the contracting officer have failed to resolve the disagreement as described in 39 CFR Section 601 (available for review at [www.gpoaccess.gov/ecfr](http://www.gpoaccess.gov/ecfr)). The Supplier Ombudsman will consider the disagreement only if it is lodged in accordance with the time limits and procedures described in 39 CFR Section 601. The Supplier Ombudsman’s decisions are available for review at <http://www.usps.com>.
- c. **Late Offers.** Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered unless determined to be in the best interests of the Postal Service.
- d. **Type of Contract.** The Postal Service plans to award a **Firm-fixed price** contract under this solicitation, and all proposals must be submitted on this basis. Alternate proposals based on other contract types will not be considered.
- e. **Contract Award.** The Postal Service may evaluate offers and award a contract without discussions with offerors. Therefore, the offeror’s initial offer should contain the offeror’s best terms from a price and technical standpoint. Discussions may be conducted if the Postal Service determines they are necessary. The Postal Service may reject any or all offers if such action is in the best interest of the Postal Service; accept other than the lowest offer, and waive informalities and minor irregularities in offers received. The Postal Service reserves the right to award multiple (firm-fixed or performance-based) price contracts under this solicitation.

- f. **Incorporation by Reference.** Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, the provision or clause number assigned to it, and its date. The text of incorporated terms may be found at <http://about.usps.com/manuals/spp/html/spp9.htm#ep930728>. If checked, the following provision is incorporated in this solicitation by reference:
- g.  Provision 3-1, Notice of Small, Minority, and Woman-owned Business Subcontracting Requirements (March 2006)

## 2.2 PROVISION 4-2 EVALUATION

- a. **General.** The Postal Service will award a contract resulting from this solicitation to the offeror whose offer conforming to the solicitation is deemed to offer the Postal Service the best value, price and other factors as specified considered. Supplier specific factors shown under item one (1) below will be evaluated on a pass or fail basis. Offerors whose supplier-specific evaluation factors are found acceptable will have their proposal-specific factors evaluated. Proposal-specific factors shown under item two (2) below will be evaluated according to the criteria, to include handicapped accessibility. Proposals which do not propose facilities that are handicapped accessible, or which do not demonstrate, to the Postal Service's satisfaction, how the facility will meet the applicable accessibility standards before service begins, will not be evaluated further. Failure to provide any of the information requested in Attachment 2 of this solicitation may disqualify your proposal from consideration. The performance evaluation factors (proposal-specific and supplier-specific factors), when combined, are considered to be  **more important**,  **less important**,  **as important** as price. The following performance evaluation factors will be used in the evaluation of offers:
- (1) **Supplier-Specific Factors – Pass or Fail Basis (See Attachment 2)**
    - (a) Past performance
    - (b) Capability
  - (2) **Proposal-Specific Factors (See Attachment 2)**
    - (a) Characteristics of the Supplier's Retail Facility
      - (i) Location
      - (ii) Current Business Volume
      - (iii) Physical Characteristics (including accessibility to the handicapped)
      - (iv) Parking and Public Transportation (including handicapped parking)
    - (b) Characteristics of the Proposed CPU Facility within the Supplier's Retail Facility
    - (c) Staffing
- b. **Notice of Award.** The Postal Service may accept an offer (or part of an offer), whether or not there are discussions after its receipt, before an offer's specified expiration time, unless a written notice of withdrawal is received before award. A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, will result in a binding contract without further action by either party.

## 2.3 PROVISION 4-3 REPRESENTATIONS AND CERTIFICATIONS (NOVEMBER 2012)

- A. *Type of Business Organization.* The offeror, by checking the applicable blocks, represents that it:
1. Operates as:
    - a corporation incorporated under the laws of the state of \_\_\_\_\_; or country of \_\_\_\_\_ if incorporated in a country other than the United States of America.
    - an individual;
    - a partnership;
    - a joint venture;
    - a limited liability company;
    - a nonprofit organization; or
    - an educational institution; and
  2. Is (check all that apply)
    - a small business concern;
    - a minority business (indicate minority below):
      - Black American
      - Hispanic American
      - Native American
      - Asian American:
    - a woman-owned business; or
    - none of the above entities.
    - a. A small business concern for the purposes of Postal Service purchasing means a business, including an affiliate that is independently owned and operated, is not dominant in producing or performing the supplies or services being purchased, and has no more than 500 employees, unless a different size standard has been established by the Small Business Administration (see 13 CFR 121, particularly for different size standards for airline, railroad, and construction

companies). For subcontracts of \$50,000 or less, a subcontractor having no more than 500 employees qualifies as a small business without regard to other factors.

- b. *Minority Business.* A minority business is a concern that is at least 51 percent owned by, and whose management and daily business operations are controlled by, one or more members of a socially and economically disadvantaged minority group, namely U.S. citizens who are Black Americans, Hispanic Americans, Native Americans, or Asian Americans. (Native Americans are American Indians, Eskimos, Aleuts, and Native Hawaiians. Asian Americans are U.S. citizens whose origins are Japanese, Chinese, Filipino, Vietnamese, Korean, Samoan, Laotian, Kampuchean (Cambodian), Taiwanese, in the U.S. Trust Territories of the Pacific Islands or in the Indian subcontinent.)
- c. *Woman-owned Business.* A woman-owned business is a concern at least 51 percent of which is owned by a woman (or women) who is a U.S. citizen, controls the firm by exercising the power to make policy decisions, and operates the business by being actively involved in day-to-day management.
- d. *Educational or Other Nonprofit Organization.* Any corporation, foundation, trust, or other institution operated for scientific or educational purposes, not organized for profit, no part of the net earnings of which inures to the profits of any private shareholder or individual.

3. Is (check all that apply)

- a Postal Service employee or a business organization substantially owned or controlled by such an individual
- a spouse of a Postal Service employee or a business organization substantially owned or controlled by such an individual
- another family member of a Postal Service employee or a business organization substantially owned or controlled by such an individual
- an individual residing in the same household as a Postal Service employee or a business organization substantially owned or controlled by such an individual.

(Note: Offers from any of the sources listed in subparagraph A.3, may not be considered for an award pending review and recommendation by the Postal Service Ethics Office.)

B. *Parent Company and Taxpayer Identification Number*

- 1. A parent company is one that owns or controls the basic business policies of an offeror. To own means to own more than 50 percent of the voting rights in the offeror. To control means to be able to formulate, determine, or veto basic business policy decisions of the offeror. A parent company need not own the offeror to control it; it may exercise control through the use of dominant minority voting rights, proxy voting, contractual arrangements, or otherwise.
- 2. Enter the offeror's U.S. Taxpayer Identification Number (TIN) in the space provided. The TIN is the offeror's Social Security number or other Employee Identification Number (EIN) used on the offeror's Quarterly Federal Tax Return, U.S. Treasury Form 941, or as required by Internal Revenue Service (IRS) regulations. Offeror's TIN: \_\_\_\_\_
- 3. IRS Form W-9, Request for Taxpayer Identification Number and Certification. You must complete a copy of IRS Form W-9 and attach it to this certification.
- 4. Check this block if the offeror is owned or controlled by a parent company: \_\_\_\_\_
- 5. If the block above is checked, provide the following information about the parent company:

Parent Company's Name: \_\_\_\_\_  
Parent Company's Main Office: \_\_\_\_\_  
Address: \_\_\_\_\_  
No. and Street: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_  
Parent Company's TIN: \_\_\_\_\_

- 6. If the offeror is a member of an affiliated group that files its federal income tax return on a consolidated basis (whether or not the offeror is owned or controlled by a parent company, as provided above) provide the name and TIN of the common parent of the affiliated group  
Name of Common Parent: \_\_\_\_\_  
Common Parent's TIN: \_\_\_\_\_

C. *Certificate of Independent Price Determination*

- 1. By submitting this proposal, the offeror certifies, and in the case of a joint proposal each party to it certifies as to its own organization, that in connection with this solicitation:
  - a. The prices proposed have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to the prices with any other offeror or with any competitor;
  - b. Unless otherwise required by law, the prices proposed have not been and will not be knowingly disclosed by the offeror before award of a contract, directly or indirectly to any other offeror or to any competitor; and
  - c. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.



2. Each person signing this proposal certifies that:
  - a. He or she is the person in the offeror's organization responsible for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to paragraph a above; or
  - b. He or she is not the person in the offeror's organization responsible for the decision as to the prices being offered but that he or she has been authorized in writing to act as agent for the persons responsible in certifying that they have not participated, and will not participate, in any action contrary to paragraph a above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to paragraph a above.
3. Modification or deletion of any provision in this certificate may result in the disregarding of the proposal as unacceptable. Any modification or deletion should be accompanied by a signed statement explaining the reasons and describing in detail any disclosure or communication.

D. *Certification of Nonsegregated Facilities*

1. By submitting this proposal, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.
2. As used in this certification, segregated facilities means any waiting rooms, work areas, rest rooms or wash rooms, restaurants or other eating areas, time clocks, locker rooms or other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, or housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.
3. The offeror further agrees that (unless it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors before awarding subcontracts exceeding \$10,000 that are not exempt from the provisions of the Equal Opportunity clause; that it will retain these certifications in its files; and that it will forward the following notice to these proposed subcontractors (except when they have submitted identical certifications for specific time periods):  
 Notice: A certification of nonsegregated facilities must be submitted before the award of a subcontract exceeding \$10,000 that is not exempt from the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (quarterly, semiannually, or annually).

E. *Certification Regarding Debarment, Proposed Debarment, and Other Matters* (This certification must be completed with respect to any offer with a value of \$100,000 or more.)

1. The offeror certifies, to the best of its knowledge and belief, that it or any of its principals:
  - a. Are \_\_\_ are not X presently debarred or proposed for debarment, or declared ineligible for the award of contracts by any Federal, state, or local agency;
  - b. Have \_\_\_ have not X, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
  - c. Are \_\_\_ are not X presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subparagraph (b) above;
  - d. Have \_\_\_ have not X within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and
  - e. Are \_\_\_ are not X presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subparagraph (d) above.
2. The offeror has \_\_\_ has not X, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state, or local agency.
3. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and other persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
4. The offeror must provide immediate written notice to the contracting officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. A certification that any of the items in E.1 and E.2 of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered as part of the evaluation of the offeror's capability (see the Conduct Supplier Capability Analysis topic of the Evaluate Proposals task of Process Step 2: Evaluate Sources, in the Postal Service's *Supplying Practices*). The offeror's failure to furnish a certification or provide additional information requested by the contracting officer will affect the capability evaluation.

6. Nothing contained in the foregoing may be construed to require establishment of a system of records in order to render, in good faith, the certification required by E.1 and E.2 of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  7. This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.
  8. The certification in E.1 and E.2 of this provision is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Postal Service, the contracting officer may terminate the contract resulting from this solicitation for default.
- F. *Incorporation by Reference.* Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, its provision or clause number assigned to it, and its date. The text of incorporated terms may be found at <http://about.usps.com/manuals/pm/welcome.htm>. If checked, the following provision(s) is incorporated in this solicitation by reference: (contracting officer will check as appropriate)
1. Provision 1-2: Domestic Source Certificate – Supplies
  2. Provision 1-3: Domestic Source Certificate - Construction Materials
  3. Provision 9-1: Equal Opportunity Affirmative Action Program
  4. Provision 9-2: Preaward Equal Opportunity Compliance Review
  5. Provision 9-3: Notice of Requirements for Equal Opportunity Affirmative Action

#### 2.4 DEPOSIT OF ASSETS REQUIREMENTS (March 2006)

- a. Except for payment bonds required for construction contracts, any offeror required to submit a surety bond as a result of this solicitation may instead deposit assets in a form acceptable to the Postal Service in an amount set forth in Attachment 1.
- b. When assets are deposited, the offeror **must** execute the Postal Service bond form made a part of this solicitation. Failure to deposit assets acceptable to the Postal Service may be cause for termination of the contract for default.

#### 2.5 BOND

The supplier, within fifteen (15) days after notice of contract award, will be responsible for obtaining and maintaining a Contract Postal Unit bond in the amount specified in Attachment 1 - Requirements. The bond must be executed by a Surety Company approved by the U.S. Treasury Department (see Treasury Department Circular 570 at <http://www.fms.treas.gov/c570/index.html>) using the Contract Postal Unit Bond format in Attachment 3 of this solicitation. The supplier's failure to provide the contracting officer representative with a bond may result in the contract being terminated on notice.

#### 2.6 CERTIFICATION OF STATUTORY COMPLIANCE

The supplier (**check applicable box**) certifies that the business location within which it proposes to operate the Contract Postal Unit (CPU)  **is, or by the time service begins**  **will be**, in compliance with all applicable Federal, state, and municipal laws, codes and regulations. With respect to handicapped accessibility, offerors must propose facilities that are handicapped accessible, pursuant to the applicable standards, or must set forth plans demonstrating how a non-accessible facility will meet the applicable accessibility standards prior to the start of service.

### PART 3 – CONTRACT CLAUSES

#### 3.1 CLAUSE 4-1 GENERAL TERMS AND CONDITIONS

- a. **Assignment.** If this contract provides for payments aggregating \$10,000 or more, claims for monies due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with: (1) the Postal Service; (2) the office, if any, designated to make the payment, and the Postal Service has acknowledged the assignment in writing; (3) the surety or sureties upon any bond and (4) assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.
- b. **Changes**
  - (1) The contracting officer may, in writing, without notice to any sureties, order changes within the general scope of this contract in the following:
    - (a) Drawings, designs, or specifications when supplies to be furnished are to be specially manufactured for the Postal Service in accordance with them;
    - (b) Statement of work or description of services;
    - (c) Method of shipment or packing;
    - (d) Places of delivery of supplies or performance of services;
    - (e) Delivery or performance schedule;
    - (f) Postal Service furnished property or facilities.

- (2) Any other written or oral order (including direction, instruction, interpretation, or determination) from the contracting officer that causes a change will be treated as a change order under this paragraph, provided that the supplier gives the contracting officer written notice stating (a) the date, circumstances, and source of the order and (b) that the supplier regards the order as a change order.
  - (3) If any such change affects the cost of performance or the delivery schedule, the contract will be modified to effect an equitable adjustment.
  - (4) The supplier's claim for equitable adjustment must be asserted within 30 days of receiving a written change order. A later claim may be acted upon – but not after final payment under this contract – if the contracting officer decides that the facts justify such action.
  - (5) Failure to agree to any adjustment is a dispute under Clause B-9, Claims and Disputes, which is incorporated into this contract by reference (see Clause 4.2.a.1). Nothing in that clause excuses the supplier from proceeding with the contract as changed.
- c. ~~**Patent Indemnity.** The supplier will indemnify the Postal Service and its officers, employees and agents against liability, including costs for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the supplier is reasonably notified of such claims and proceedings.~~
  - d. **Payment.** The Postal Service will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR 1315. All payments will be made using Electronics Funds Transfer (EFT) to the supplier's servicing financial institution. Payment is made automatically, in arrears, by the St. Louis Accounting Service Center in twelve (12) equal monthly installments. Seasonal contracts will be paid in arrears, for each full month or partial month of service. Public Service Contracts are paid once annually, in arrears, after the contract anniversary date or on the contract termination date. Payment will be made within thirty (30) days after the end of the performance period.
  - e. **Taxes.** The Postal Service will not withhold any Social Security, Federal, State or local taxes from any payments made under this contract. The Postal Service bears no responsibility for making the supplier's required payment of these taxes.
  - f. **Other Compliance Requirements.** The supplier will comply with all applicable Federal, State, and local laws, executive orders, rules and regulations applicable to its performance under this contract.
  - g. **Order of Precedence.** Any inconsistencies in this solicitation or contract will be resolved by giving precedence in the following order; (1) the schedule of supplies and services; (2) the Assignment, Disputes, Payments, Invoice, Other Compliances and Compliance with Laws unique to the Postal Service Contracts paragraphs of this clause; (3) the clause at 4-2 Contract Terms and Conditions Required to Implement Policies, Statutes or Executive Orders; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) other documents, exhibits, and attachments, and (8) the specifications.
  - h. **Shipping.** The supplier must deliver goods that meet the prescribed physical limitations of the current USPS Domestic Mail Manual either by its own personnel/equipment or by use of the United States Postal Service, unless the contracting officer grants a waiver of this requirement. The supplier is responsible for ensuring that the packing and packaging are sufficient to protect the goods and ensure usability upon receipt.
  - i. **Incorporation by Reference.** Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, the provision or clause number assigned to it in the Postal Service Supplying Practices and its date. The text of incorporated terms may be found at <http://about.usps.com/manuals/spp/html/spp9.htm#ep930728>.

The following clauses are incorporated in this contract by reference:

- (1) B-1, Definitions (March 2006)
- (2) B-15, Notice of Delay (March 2006)
- (3) B-16, Suspensions and Delays (March 2006)
- (4) B-19, Excusable Delays (March 2006)
- (5) B-30, Permits and Responsibilities (March 2006)

### 3.2 **CLAUSE 4-2 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT POLICIES, STATUTES OR EXECUTIVE ORDERS (July 2009)**

- a. **Incorporation by Reference**
  - (1) Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, the provision or clause number assigned to it in the Postal Service Supplying Practices. The text of incorporated terms may be found at <http://about.usps.com/manuals/spp/html/spp9.htm#ep930728>. The following clauses are incorporated in this contract by reference:
    - (1) Clause 1-5, *Gratuities or Gifts* (March 2006)
    - (2) Clause B-9, Claims and Disputes (March 2006)
    - (3) Clause B-25, *Advertising of Contract Awards* (March 2006)
    - (4) Clause 9-1, *Convict Labor* (March 2006)
    - (5) Clause 9-5, *Contract Work Hours and Safety Standards Act — Safety Standards* (March 2006)

- (2) **If checked**, the following additional clauses are also incorporated in this contract by reference:
- (1)  Clause 1-1, *Privacy Protection* (July 2007) (1.6.6)
  - (2)  Clause 1-6, *Contingent Fees* (March 2006)
  - (3)  Clause 1-9, *Preference for Domestic Supplies* (March 2006)
  - (4)  Clause 1-10, *Preference for Domestic Construction Materials* (March 2006)
  - (5)  Clause 3-1, *Small, Minority, and Woman-owned Business Subcontracting Requirements* (March 2006)
  - (6)  Clause 3-2, *Participation of Small, Minority, and Woman-owned Businesses* (March 2006)
  - (7)  Clause 9-2, *Contract Work Hours and Safety Standards Act — Overtime Compensation* (March 2006)
  - (8)  Clause 9-3, *Davis-Bacon Act* (March 2006)
  - (9)  Clause 9-6, *Walsh-Healey Public Contracts Act* (March 2006)
  - (10)  Clause 9-7, *Equal Opportunity* (March 2006)
  - (11)  Clause 9-10, *Service Contract Act* (March 2006)
  - (12)  Clause 9-11, *Service Contract Act – Short Form* (March 2006)
  - (13)  Clause 9-12, *Fair Labor Standards Acts and Services Contract Act — Price Adjustments* (February 2010)
  - (14)  Clause 9-13, *Affirmative Action for Handicapped Workers* (March 2006)
  - (15)  Clause 9-14, *Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era* (February 2010)

**b. Examination of Records.**

- (1) Records. "Records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (2) Examination of Costs. If this is a cost-type contract, the supplier must maintain, and the Postal Service will have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination includes inspection at all reasonable times of the supplier's plants, or parts of them, engaged in the performance of this contract.
- (3) Cost or Pricing Data. If the supplier is required to submit cost or pricing data in connection with any pricing action relating to this contract, the Postal Service, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, will have the right to examine and audit all of the supplier's records, including computations and projections, related to:
  - (a) The proposal for the contract, subcontract, or modification;
  - (b) The discussions conducted on the proposal(s), including those related to negotiating;
  - (c) Pricing of the contract, subcontract, or modification; or
  - (d) Performance of the contract, subcontract or modification.

**c. Reports.** If the supplier is required to furnish cost, funding or performance reports, the contracting officer or any authorized representative of the Postal Service will have the right to examine and audit the supporting records and materials, for the purposes of evaluating:

- (1) The effectiveness of the supplier's policies and procedures to produce data compatible with the objectives of these reports; and
- (2) The data reported.

**d. Availability.** The supplier must maintain and make available at its office at all reasonable times the records, materials, and other

evidence described in paragraphs (a) through (d) of this clause, for examination, audit, or reproduction, until three years after final payment under this contract or any longer period required by statute or other clauses in this contract. In addition:

- (1) If this contract is completely or partially terminated, the supplier must make available the records related to the work terminated until three years after any resulting final termination settlement; and
- (2) The supplier must make available records relating to appeals under the claims and disputes clause or to litigation or the settlement of claims arising under or related to this contract. Such records must be made available until such appeals, litigation or claims are finally resolved.
- (3) Payment Offsets. As required by 31 U.S.C. 3716, the Postal Service participates in the Treasury Offset Program of the Department of Treasury's Financial Management Service. Payments under this contract are subject to offset in whole or in part to for the supplier's delinquent tax and non-tax debts owed to the United States and the states and for delinquent child support payments. Suppliers with questions concerning a payment offset should contact the Treasury Offset Program call center at 1/800-304-3107.

**3.3 CLAUSE 2-12 POSTAL SERVICE PROPERTY - Short Form**

- a. Upon delivery to the supplier of Postal Service property, the supplier assumes the risk and responsibility for its loss or damage. The supplier shall assume all responsibility and liability for all Postal Service furnished property. USPS and supplier will be responsible for property maintenance as detailed in Part VI of Attachment 1 --Requirements.
- b. Upon the completion or sooner termination of this contract, the supplier must prepare for shipment, deliver f.o.b. origin, or dispose of the Postal Service property not consumed in performing this contract or previously delivered to the Postal Service, as directed or authorized by the contracting officer. The net proceeds of any disposal will be credited to the contract price or will be paid to the Postal Service as directed by the contracting officer.

**3.4 CLAUSE 6-1 CONTRACTING OFFICER'S REPRESENTATIVE (March 2006)**

The contracting officer will appoint a contracting officer's representative (COR) and Host Administrative Office (HAO). The HAO will be responsible for the day-to-day administration of the contract, who will serve as the Postal Service point of contact with the supplier on all routine matters. The COR will oversee the HAO and his/her responsibilities. A copy of the notice of appointment defining the COR's authority, along with a list of the HAO's responsibilities, will be furnished to the supplier upon award of contract.

**3.5 CLAUSE 7-2 ADDITIONAL BOND SECURITY**

If any surety furnishing a bond in connection with this contract becomes unacceptable to the Postal Service or fails to furnish reports on its financial condition as requested by the contracting officer, or if the value of postal funds, the postage value available in the postage evidencing system (postage meter) and accountable paper increases to the point where the security furnished becomes inadequate in the contracting officer representative's opinion, the supplier must promptly furnish additional bond security as required to protect the interests of the Postal Service.

**3.6 CLAUSE 7-3 DEPOSIT OF ASSETS INSTEAD OF SURETY BONDS (March 2006)**

- a. If the supplier has deposited assets instead of furnishing sureties for any bond required under this contract and the assets are in the form of checks, currency or drafts, the contracting officer will hold the assets in an account for the supplier's benefit.
- b. Upon contract completion, the supplier's funds will be returned as soon as possible, unless the contracting officer determines that part or all of the account is required to compensate the Postal Service for costs it incurs as a result of the supplier's delay, default, or failure to perform. In such a case, the entire account will be available to compensate the Postal Service.

**3.7 APPEARANCE, LOCATION AND SECURITY**

The Contract Postal Unit area, as well as the interior and exterior of the supplier's premises, must be kept clean, neat, uncluttered and in good repair. Windows must be clean and unobstructed. Facility identification and logo will be appropriately placed, visible and in good condition. Lighting must be adequate and properly maintained. Counters must be attractively organized to facilitate customer transactions. Signs (Hours of Operation and Collection Times, etc.) and promotional displays must be current and appropriate for the season. Trash receptacles must be available and clean. The Contract Postal Unit must not be located in or directly connected to a room where intoxicating beverages are sold for consumption on the premises. When the Contract Postal Unit is closed or unattended, the round dater must be kept in a secure location *as well as* any other accountable postal equipment. ***Mail received from the public must be kept in a location that is secure from tampering and is not accessible to anyone other than authorized CPU employees. Registered Mail items must be kept under lock and key until dispatched to a Postal Service employee authorized to collect Registered Mail.***

**3.8 PROHIBITED TRANSACTIONS**

The supplier **may not**, in the Contract Postal Unit or in any part of the supplier's premises in which it is located, offer directly or by subcontract, lease, or sublease or otherwise provide:

- a. Commercial mail receiving (private mailbox) services;
- b. Third party delivery services, including serving as a drop-off or collection point for such services; or
- c. Any products or services, which the contracting officer determines, are similar to, or competitive with, the products and services offered by the Postal Service. Fax service and copy service are examples of products which are not similar to, or competitive with, those of the Postal Service.

**3.8.1 EXCEPTIONS TO PROHIBITED TRANSACTIONS**

Notwithstanding Section 3.8 above, suppliers whose original firm-fixed price contracts were entered into before 2001, shall be permitted to retain the following services at their Contract Postal Units. The exceptions are noted here and on Attachment 1, V – "Other Services". (Boxes checked on Attachment 1, V – "Other Services" indicate services are permitted, per this "grandfather clause")

- a. Commercial mail receiving (private mailbox) services
- b. Any products or services, which the contracting officer determines, are similar to, or competitive with, the products and services offered by the Postal Service. Fax service and copy service are examples of products which are not similar to or competitive with, those of the Postal Service
- c. Other services permitted by original contract (the nature of these services must be explained by the original contract)

**3.9 POSTAL FUNDS**

All moneys received from the operation of the Contract Postal Unit are the property of the U.S. Postal Service, and not the property of the supplier. Funds received in the operation of the CPU shall be kept separate and apart from all other funds received by the supplier.

**3.10 LIABILITY**

The supplier assumes the risk of, and will be responsible for, any loss of or damage to Postal Service moneys and property, except when the supplier can show that (1) the supplier complied with all of the security requirements contained in this contract and the losses occurred despite that compliance; and (2) that the losses did not result from the acts or omissions of the supplier or its personnel.

**3.11 TRAINING**

Customer service, product knowledge and equipment training modules are required and will be provided to the supplier's personnel by the Postal Service. Prior to or within 30 days of beginning work, supplier personnel who will be providing Contract Postal Unit (CPU) services will receive forty (40) hours of training. The Postal Service will provide the supplier a training schedule no later than 15 days prior to the Operation Date (See Attachment 1 - Requirements). The supplier must notify the HAO within one business day whenever a person is retained to work in the CPU, requesting that initial training be provided to that person. In addition, the Postal Service may require the supplier's personnel to complete eight (8) hours of training per year in each year subsequent to the year of their initial training. The supplier will be responsible for salary and benefits of its personnel who attend the required training. If approved by the Contracting Officer, the required training may be provided by the supplier's USPS certified trainer.

**3.12 ADVERTISING**

Upon commencement of Contract Postal Unit operation, the Postal Service may provide initial advertising to market the Contract Postal Unit, at no cost to the supplier, as well as appropriate camera-ready USPS logo art work for use in advertising initiated and

paid for by the supplier. Any supplier sponsored CPU advertising which incorporates the USPS logo must be furnished to the Postal Service for its review and written approval at least 30 days before its publication deadline. The USPS logo is a Postal Service trademark and cannot be altered.

### **3.13 NEW SERVICES, PRODUCTS AND TECHNOLOGY**

During the term of this contract, the contracting officer may, in accordance with the *Changes* clause, add or remove postal services to be provided under this contract. In the event new services are ordered, the Postal Service, at its own expense, will provide the supplier with additional training and if necessary the equipment or technology needed to provide the new service.

### **3.14 CONTRACT POSTAL UNIT IDENTITY**

- a. The Contract Postal Unit shall be known as the UNITED STATES POST OFFICE CONTRACT UNIT.
- b. Subject to the terms of this Agreement, USPS grants to the supplier a non-exclusive, non-transferable and terminable license to use USPS Trademarks, including the marks Post Office, United States Post Office, Postal Service, United States Postal Service, United States Post Office Contract Unit and the Eagle Logo on the signs provided to the supplier by the Postal Service and in any USPS -approved advertising in the manner specified by USPS.
- c. The Postal Service, at its own expense, will provide all exterior and interior signage for the purpose of identifying the location as a Contract Postal Unit. The supplier, at its own expense, is responsible for obtaining needed permits (if any) and installing the signs in mutually agreed upon locations on the exterior and interior of the CPU location. The signs must be maintained in good repair, at supplier expense, for the duration of the contract. The signs may not be modified or moved without the prior written approval of the contracting officer. Upon termination of the contract, the supplier, at its own expense, is responsible for removing the signs, disposing of them as directed by the contracting officer, and restoring the location to its original condition.
- d. Except as specified in this paragraph, the supplier is not authorized to include the name, POST OFFICE, in its corporate name, trade name or business name. The supplier is not authorized to use any USPS trademarks or logos, including the mark Post Office, in any other manner without the prior approval of the Postal Service.
- e. The supplier acknowledges that USPS Trademarks, including but not limited to the marks Post Office, United States Post Office, Postal Service, United States Postal Service and the Eagle Logo are trademarks owned solely and exclusively by USPS and agrees to use USPS trademarks only in the form and manner (with appropriate legends) prescribed by USPS. The supplier agrees not to use any other trademark or service mark in connection with any USPS Trademarks without prior written approval of USPS. The supplier agrees to mark all advertising and other uses of USPS Trademarks with a legend indicating that USPS Trademarks are the property of USPS and that they are being used under license from USPS, together with any other legends or marking that may be required by law. All use of USPS Trademarks by the supplier shall inure to the benefit of USPS.

### **3.15 PERFORMANCE REVIEWS**

- a. Contract performance reviews may be held periodically to promote continuous quality improvement and improve the business relationship. All aspects of contract performance will be discussed during these reviews.
- b. Any changes to this contract as a result of the performance review will be incorporated by a bilateral modification or a bilateral written agreement between the HAO and the supplier.

### **3.16 INSPECTION OF CONTRACT POSTAL UNIT**

The Postal Service, reserves the right, without prior notice, to conduct audits and customer surveys and to review and inspect the supplier's performance and the quality of service at any time during the operating hours of the Contract Postal Unit. A written report will be submitted to the supplier for corrective action, if necessary.

### **3.17 POSTAL RETAIL PRODUCT AND SERVICE PROMOTIONS AND COMPENSATION**

During the contract term from time to time, on such schedule as it may establish, the Postal Service may direct the supplier to participate in promotions of one or more of the retail products and services listed in Attachment 1, Parts IV and V. During any such promotion, the Postal Service will measure the supplier's performance (expressed in terms of total revenues or percentages of revenues) against the comparable revenues of other CPU suppliers within a designated geographic unit (such as a Postal Service District or Area), all as established by the rules of the promotion. For participation in such promotion, supplier shall be entitled to receive such additional compensation as specified in the promotion's rules for its performance relative to that of the other participating CPU suppliers. The Postal Service will provide the supplier with all instructions, rules and support materials required for each promotion.

### **3.18 CHANGES IN SUPPLIER'S LEASE AND/OR BUSINESS OPERATIONS**

If the supplier is leasing this space, by signing this proposal the supplier certifies that the supplier's lease authorizes the supplier to perform alterations to the premises and that services to be performed under the contract do not violate the supplier's lease contract. The supplier must notify the Postal Service, in writing of the following, within the time frames shown below:

- a. Within five (5) days after notification from the owner of the leased building in which the Contract Postal Unit is located of the owner's intent to cancel the lease or not to renew the lease. The contracting officer may terminate the contract if the supplier cannot relocate to a location that serves the needs of the Postal Service.
- b. At least one hundred twenty (120) days before the supplier closes, sells, or relocates a business it operates in conjunction with the Contract Postal Unit.

### 3.19 TRANSFER OF CONTRACT

- a. The supplier may not transfer (assign to another party) this contract, any interest in it, or any claims based on it -- except under the circumstances described in b. below. If the supplier does so, the Postal Service may, at any time after notifying the supplier in writing, terminate the contract and use any other rights and remedies it has by law.
- b. **Exceptions**
  - (1) The Postal Service may recognize a transfer as valid if all of the supplier's assets, or all those involved in fulfilling the contract, are transferred.
  - (2) Payments owed the supplier may be transferred to a bank, trust company or other financial institution, including any Federal lending agency, if all amounts payable are transferred and the transfer is to a single party (who may be an agent or trustee for two or more parties who are involved in the financing).
- c. For any transfer to be valid, the supplier must give the Postal Service written notice with the transfer paper attached and obtain approval from the Postal Service in writing. Copies of the notice and attachments must be filed with: the Postal Service; the surety or sureties on any Contract Postal Unit bond and the Postal Service, if any that has been designated to make payment.

### 3.20 BOND NOTIFICATION

The supplier **must** notify the contracting officer's representative within five (5) days if the supplier's surety cancels its Contract Postal Unit bond or if the supplier changes sureties.

### 3.21 REQUEST FOR PRICE ADJUSTMENT

- a. After the supplier has had the contract for at least two full years, and thereafter, two years since the last price increase was effective, the supplier may request an increase in the contract's annual price. The written request must provide a detailed explanation, with supporting documentation, to justify the increase based on either or both of the following reasons:
  - (1) Direct cost increases for rent, utilities, taxes and labor. (If the CPU is operated in conjunction with another business, the increased costs must be prorated and only those costs associated with the operation of the CPU will be considered.)
  - (2) Increased benefit to the Postal Service. The benefit may derive from increased real revenue (not from fee or rate increases), increased transactions, or other improvements (must be specific).
- b. The request must be submitted to the Host Administrative Office (HAO) for forwarding to the contracting officer.
- c. The contracting officer may accept the request, deny the request, or negotiate with the supplier to reach agreement on a new annual price. If the request is denied or no agreement is reached, the supplier may continue at the same annual price or the contract may be terminated by either party in accordance with Termination on Notice clause. If the request is accepted or agreement is reached on another amount, the supplier must waive its right to terminate the contract on notice for one year beginning from the effective date of the new price.

### 3.22 CONTRACTS BETWEEN THE POSTAL SERVICE AND ITS EMPLOYEES OR BUSINESS ORGANIZATIONS SUBSTANTIALLY OWNED OR CONTROLLED BY POSTAL SERVICE EMPLOYEES (CONTRACT POSTAL UNIT)

- a. Generally, the Postal Service does not enter into contracts with its employees, their immediate families, or business organizations substantially owned or controlled by Postal Service employees or their immediate families. "Immediate family" means spouse, minor child or children, and individuals related to the employee by blood who are residents of the employee's household. Postal Service employees and their immediate family may not be involved in the administrations or operations of a Contract Postal Unit (CPU).
- b. A Postal Service employee or an immediate family member of a Postal Service employee or a business organization substantially owned or controlled by a Postal Service employee or immediate family member. (Note: if the offeror is a Postal Service employee or an immediate family member of a Postal Service employee or a business organization substantially owned or controlled by a Postal Service employee or immediate family member the offer will not be considered for award.)"
- c. All supplier personnel assigned to the Contract Postal Unit must be professionally attired and wear name tags. All personnel must project a professional image of the Postal Service at all times while operating the CPU.
- d. The contracting officer may require removal of an employee from the CPU operations if, in the opinion of the Postal Service the employee cannot do the work or fails to comply with applicable standards of conduct.

### 3.23 TERMINATION ON NOTICE

This contract may be terminated by either party upon **one hundred twenty (120) days' written notice**. In the event of such termination, neither party will be liable for any costs, except for payment in accordance with the payment provisions of the contract for actual services rendered prior to the effective date of the termination. When required to protect the Postal Service's interests, the contracting officer may terminate the contract upon one day's written notice.

### 3.24 CLAUSE B-39: INDEMNIFICATION (MARCH 2006)

~~The supplier must save harmless and indemnify the Postal Service and its officers, agents, representatives, and employees from all claims, losses, damage, actions, causes of action, expenses, and/or liability resulting from, brought for, or on account of any personal injury or property damage received or sustained by any person, persons or property growing out of, occurring, or attributable to any work performed under or related to this contract, resulting in whole or in part from negligent acts or omissions of the supplier, any subcontractor, or any employee, agent, or representative of the supplier or any subcontractor.~~

**PART 4 - ATTACHMENTS**

**ATTACHMENT  
NO.**

**TITLE**

**NO. OF PAGES**

1

REQUIREMENTS

2



**ATTACHMENT 1 - REQUIREMENTS**

**I. DESCRIPTION**

The Contract Postal Unit will report to the following:

**Postmaster** \_\_\_\_\_  
**Title**

**SPRINGFIELD MAIN OFFICE**  
 Installation Name  
**500 W CHESTNUT EXPRESSWAY**  
 Street Address  
**SPRINGFIELD, MO 65801-9997**  
 City,State,ZIP+4  
**(417) 864-0110**  
 Telephone Number

**TYPE OF CONTRACT POSTAL UNIT (CPU):**

This CPU  is a Community Post Office (CPO),  is not a Community Post Office.

**SPACE REQUIREMENTS:** Floor space must equal a minimum of **50** square feet.  
 Wall space must equal a minimum of **N/A** square feet.

**CONTRACT POSTAL UNIT BOND AMOUNT: \$11,403.88.** Any change to the above bond amount after contract award must be agreed to, in writing, by both the supplier and the HAO. Copies of the change will be maintained by the supplier, HAO, and the District Retail Office.

**AREA/LOCATION**

**Springfield, MO-North Bndry-Cherry St/South Bndry-Grand St/East Bndry-National Ave/West Bndry-S. Jefferson St. Area of SMSU**

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**II. OPERATIONAL DATE:**

The Contract Postal Unit (CPU) contract term will commence upon receipt of the Contract Postal Unit bond and notification from the CPU Coordinator that the supplier training and signage requirements have been completed and accepted by the Postal Service. If the Contract postal unit is operated on a seasonal basis the opening date will be: **N/A**

**III. SERVICE DAYS AND HOURS**

The CPU must be ready to be open to the public, Monday through Friday from **8:00** a.m. to **5:00** p.m., Saturday and Sunday from **N/A** a.m. to **N/A** p.m. If the retail business is open to the public on Holidays, the CPU must be open to the public too. Any change to these hours after contract award must be agreed to, in writing, by both the supplier and the Host Administrative Office (HAO). Copies of the change will be maintained by the supplier, HAO, and the District Retail Office.

**IV. SERVICES -** The supplier **must** provide the following services:

<b>A. STAMPS &amp; PRODUCTS</b>	<b>B. DOMESTIC MAIL</b>	<b>C. INTERNATIONAL MAIL</b>	<b>D. SPECIAL SERVICES</b>
Stamps Stamped Envelopes Stamped Postal Cards	Express Mail Service Priority Mail Service First Class Mail Service Parcel Post	Express Mail International Priority Mail International First Class Mail International	Insured Mail Certified Mail Return Receipt Delivery Confirmation Svc Signature Confirmation Svc Registered Mail

**V. OTHER SERVICES -** The supplier must provide the services checked below.

<input type="checkbox"/> Commercial Mail Boxes (Private mailbox) services ___N/A_____
<input type="checkbox"/> Post Office Boxes – Number: ___N/A_____
<input type="checkbox"/> Competitive Services – (Limited to what is listed here) ___N/A_____
<input checked="" type="checkbox"/> Other (must be listed here and already existing) <b>POSTAL MONEY ORDERS</b>

**VI. PROPERTY/EQUIPMENT/SUPPLIES:**

The indicated provider will furnish each item of property, equipment, and supplies necessary to operate this Contract Postal Unit. Neither party provides the item if "N/A" is checked.

ITEM	PROVIDED BY		INSTALLED BY		MAINTAINED BY		N/A
	USPS	SUPPLIER	USPS	SUPPLIER	USPS	SUPPLIER	
<b>EQUIPMENT</b>							
Cash Register	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mobile Delivery Confirmation Device (MDCD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Postage Meter (required)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electronic Scale	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Post Office Boxes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Safe	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>FURNITURE</b>							
Counter(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Desk W/File Drawer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Shelf Rack(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>SIGNS</b>							
Exterior	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Interior	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>SUPPLIES</b>							
Accountable Paper	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
USPS Forms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Name Tags	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Office Supplies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>MISCELLANEOUS</b>							
Utilities	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Telephone Instrument(s)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Data Line	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>OTHER</b>							
Scales	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Money Order Imprinter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

III.F.11.

**RECOMMENDED ACTION – Approval of Apartment Lease Contract for International Faculty Housing with Jefferson Avenue Apartments, LLC.**

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 one (1) year lease contract attached hereto commencing August 1, 2015 and terminating July 31, 2016, with Jefferson Avenue Apartments, LLC for one (1) housing apartment, including two (2) single bedrooms for the apartment for visiting scholars and exchange faculty more specifically identified at 835 S. Jefferson, Springfield, Missouri, Apartments A-101A and A-101B. The monthly base rent per bed will be Four Hundred and Twenty-Five Dollars (\$425.00). Making the total rent payment for both apartments, per month, One Thousand Seven Hundred Dollars (\$1,700.00).

**BE IT FURTHER RESOLVED**, that the proposed Lease Renewal Agreement be approved and that the Vice President for Administrative and Information Services be authorized to execute this agreement and renewals on of behalf of the Board of Governors.

**VOTE:**        **AYE** \_\_\_\_\_

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

**Comments:** This lease provides international faculty housing for visiting scholars and exchange faculty in Springfield, Missouri, who are in Springfield for less than one (1) year. For example, a visiting scholar from China Agricultural University will be on campus for three (3) months doing scholarly research. Also, during the course of the academic year 2015/2015, several visiting scholars from China, Brazil, and Columbia will require housing while at Missouri State. The Vice President for Research and Economic Development and International Programs will be responsible for subleasing the apartment and will develop a chargeback fee structure for short-term stays. It is anticipated that the subleases will greatly reduce the overall lease paid by Missouri State University to Jefferson Avenue Apartments, LLC.



Student Housing Lease Contract



Date of Lease Contract: June 16, 2015 (when this Lease Contract is filled out)

This is a binding contract. Read carefully before signing.

Moving In -- General Information

1. PARTIES. This Lease Contract is between you, the resident: Board of Governors of MSU and us, the owner: Jefferson Avenue Apartments, LLC

(name of apartment community or title holder). You've agreed to rent Apartment No. A-101A, Bedroom No. at 835 S. Jefferson #A-101A in Springfield Missouri, 65806

The terms "you" and "your" refer to the resident listed above, and a person authorized to act in the event of a sole resident's death. The term "co-resident" refers to an individual who is sharing your bedroom or occupying another bedroom in the same apartment as a resident under a separate Lease Contract with us.

2. OCCUPANTS. The bedroom will be occupied only by you and (list all other occupants not signing the Lease Contract):

Other than a co-resident we assign, no one else may occupy the bedroom. Other than co-residents or authorized occupants, no one else may occupy the apartment. Persons not listed above must not stay in the bedroom or apartment for more than 3 consecutive days without our prior written consent, and no more than twice that many days in any one month.

3. LEASE TERM. The initial term of the Lease Contract begins on the 7th day of August, 2015 and ends at midnight the 24th day of July, 2016. This Lease Contract does not automatically renew. You must give at least 180 days written notice of termination or intent to move-out if it is prior to the Lease Contract ending date.

You may be given an opportunity to sign a new or renewal lease for another Lease Contract term and remain in your current bedroom. If you do not sign a new Lease Contract or renewal, your bedroom may be leased to another resident.

Exclusive-Use Areas and Joint-Use Areas. We may or may not assign another person to share a bedroom with you. If the apartment has a separate bathroom for each bedroom, you and any other person assigned to your bedroom will have exclusive use of that bathroom.

4. SECURITY DEPOSIT. Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ 0.00, due on or before the date this Lease Contract is signed.

5. KEYS, FURNITURE AND AFFIDAVIT OF MOVE-OUT. You will be provided 1 bedroom key(s), 1 apartment key(s), 1 mailbox key(s), and 1 other access devices for key/fob. Any resident, occupant, or spouse who, according to a remaining co-resident's affidavit, has permanently moved out or is under court order to not enter the apartment, is (at our option) no longer entitled to occupancy, keys, or other access devices.

6. RENT AND CHARGES. [Check one]: You will pay \$ 599.00 commencing and continuing each month thereafter during the pendency of this Lease Contract. Prorated rent of \$ is due for the remainder of [check one]: 1st month or 2nd month, on (year); OR

Your total rent for the Lease Contract term is \$ 5100.00. It is payable in advance, without demand, in monthly installments of \$ 425.00 on or before the first day of each month beginning August 7, 2015 (year).

You will pay your rent at: [ ] at the on-site manager's office [ ] through our online payment site [X] at resident portal/paylease

The stated rent amount is owed by you and is not the total rent owed by all co-residents. Except for the prorated rent described above, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks.

Relocation. To the extent practical in our sole judgment, we will try to honor requests for residing in a particular bedroom or apartment. You may change bedrooms with another co-resident in your apartment without being subject to a transfer fee if: (1) within 3 days after your initial occupancy, we receive a joint request from you and another co-resident in your apartment to exchange bedrooms; and (2) you comply with our procedures and required documentation.

7. UTILITIES. We'll pay for the following items, if checked: [X] water [ ] gas [X] electricity [ ] master antenna [X] wastewater [X] trash [X] cable TV [X] other Internet

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected for any reason--including disconnection for not paying your bills--until the lease term or renewal period ends. Cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents.

8. INSURANCE. We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Additionally, you are [check one] [X] required to purchase personal liability insurance [ ] not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

Special Provisions and "What If" Clauses

9. SPECIAL PROVISIONS. The following special provisions and any addenda or written rules furnished to you at or before signing become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

See special provisions on the last page

See any additional special provisions.

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Board of Governors of MSU

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10. **EARLY MOVE-OUT; RELETING CHARGE.** You'll be liable to us for a reletting charge of \$ \_\_\_\_\_ (not to exceed 100% of the highest monthly rent during the Lease Contract term) if you:

- (1) fail to give written move-out notice as required in paragraphs 21 or 35; or
- (2) move out without paying rent in full for the entire Lease Contract term or renewal period; or
- (3) move out at our demand because of your default; or
- (4) are judicially evicted.

*The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease Contract.*

**Not a Release.** The reletting charge is not a Lease Contract cancellation fee or buyout fee. It is a liquidated amount covering only part of our damages; that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain--particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

11. **DAMAGES AND REIMBURSEMENT.** Within seven (7) days after being notified of any damage to the Premises or the apartment community you must reimburse us for the costs to repair or replace and damage, including, but not limited to any loss, damage, government fines, or cost or repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, negligence, reckless, or intentional conduct by you or your invitees, guests or occupants. **Unless the damage or wastewater stoppage is due to our negligence, we're not liable for--and you must pay for--repairs, replacement costs, and damage to the following if occurring during the Lease Contract term or renewal period: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.** We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

**To the maximum extent permitted by law, it is understood and agreed that Owner, its agents, employees, owners, successors or assigns shall not be liable to Resident or any of Resident's guests, occupants or visitors for any personal injury or for any damage to or any loss of personal property in or around the Premises, including, without limitation, the surrounding common area at which the premises is located regardless of the cause of injury, loss or damage. Resident, for him or herself and heirs and personal representatives, hereby releases, relinquishes, exonerates and discharges and agrees to indemnify, protect and save harmless Owner, its officers, its agents, employees, successors or assigns, from any and all claims, demands, cost (including reasonable attorney fees), and liability for any injury to, including death of a person (whether they be a third person, employees of the parties hereto or the parties themselves) and any loss of or damage to property (whether said loss occurs to any parties hereto or to third persons) caused by, growing out of, or happening in**

**connection with Resident's or Resident's invitee(s)' use and occupancy of the Premises, apartment community, fixtures, equipment, appliances, facilities, improvements, and common areas located thereon, or by reason of any like or different casualty.**

**Limitation of Damages.** Notwithstanding any other provision contained herein, if Owner is found or held liable to Resident for any reason whatsoever, Resident agrees that the total monetary damage amount recoverable will in no instance exceed the total amount of rent Resident paid Owner during Resident's tenancy.

12. **REMOVAL AFTER ABANDONMENT.** We or law officers may remove, store, or dispose of all remaining property in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you abandon the apartment (see definitions in paragraph 40). For this purpose, "apartment" excludes common areas but includes interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use. Any property of yours remaining in or on the premises after you abandon the premises may be removed or disposed of without liability.

13. **RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in the Lease Contract, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under the provisions herein.

14. **DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

(1) If we give written notice to any of you when or after the initial term as set forth in Paragraph 3--and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date--you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.

(2) If we give written notice to any of you before the initial term as set forth in Paragraph 3 and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in Paragraph 3 for all purposes. This new date may not be moved to an earlier date unless we and you agree.

15. **DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

### While You're Living in the Apartment

16. **COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

17. **LIMITATIONS ON CONDUCT.** The apartment and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in or near pools and all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited--except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

18. **PROHIBITED CONDUCT.** You and your occupants or guests may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; engage in criminal activity; or injuring our reputation by making bad faith allegations against us to others. If you violate any term or condition under this paragraph, we shall be entitled to immediately terminate your right of occupancy of the Premises.

19. **PARKING.** We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes may not be parked inside an apartment unit or on sidewalks, under stairwells, or in handicapped parking areas. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license or no current inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in a space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated "no parking" area; or
- (10) is parked in a space marked for other resident(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster.

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20. **RELEASE OF RESIDENT.** Unless you're entitled to terminate this Lease Contract under the provisions herein, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, death or property purchase.

**Death of Sole Resident.** If you are the sole resident, upon your death the Lease Contract may be terminated without penalty with at least 30 days written notice by your legal representative. You will be liable for payment of rent until the latter of: (1) the termination date, or (2) until all possessions in the bedroom or apartment are removed. You will be liable for all rent, charges, and damages to the apartment until it is vacated, and any removal and storage costs.

21. **MILITARY PERSONNEL CLAUSE.** You may terminate the Lease Contract if:

- (1) you are (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; *and*
- (2) you are either (i) given change-of-station orders to permanently depart the local area, (ii) deployed with a military unit for 90 days or more, (iii) given temporary duty orders in excess of ninety days duration assigning you to a location at least twenty-five miles from the leased residence, or (iv) relieved or released from active duty.

If you qualify to terminate the Lease Contract under this clause, you may do so by providing us with written notice that you are terminating on a specific date not less than fifteen days from the date of notice. You must furnish us a copy of your permanent change-of-station orders, call-up orders, or deployment orders or letter from your commanding officer confirming the orders. The final lease payment due under the terminated lease shall be provided by the effective date of termination and shall be payable at such time as would have otherwise been required by the terms of the lease. Military permission for base housing doesn't constitute a permanent change-of-station order. After your move out, we'll return your security deposit, less lawful deductions. If you or any co-resident are a dependant of a servicemember covered by the U.S. Servicemembers Civil Relief Act, this Lease Contract may not be terminated under this paragraph without applying to a court and showing that your ability to comply with the Lease Contract is materially affected by reason of the servicemember's military service. A co-resident who is not your spouse or dependant cannot terminate under this military clause. Unless you state otherwise in paragraph 9, you represent when signing this Lease Contract that: (1) you do not already have deployment or change-of-station orders; (2) you will not be retiring from the military during the Lease Contract term; and (3) the term of your enlistment or obligation will not end before the Lease Contract term ends. You waive all rights to terminate if you misrepresent the facts in the preceding sentence.

22. **RESIDENT SAFETY AND PROPERTY LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other safety or security devices. You agree to make every effort to follow the Security Guidelines in this Lease Contract.

**Smoke Detectors.** We'll furnish smoke detectors as required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke detector malfunctions to us. Neither you nor others may disable smoke detectors. If you disable or damage the smoke detector, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

**Casualty Loss.** We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. Unless we instruct otherwise, you must—for 24 hours a day during freezing weather—(1) keep the apartment heated to at least 50 degrees; (2) keep cabinet and closet doors open; and (3) drip hot and cold water faucets. You'll be liable for damage to our and others' property if damage is caused by broken water pipes due to your violating these requirements. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for these services.

**Crime or Emergency.** Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, suspected criminal activity, or other emergency involving imminent harm. You should then contact our representative. You won't treat any of our security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by statute. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You also must furnish us with the law-enforcement agency's incident report number upon request.

23. **CONDITION OF THE PREMISES AND ALTERATIONS.** You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in. You must sign and note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

24. **REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST--FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS--IT MUST BE SIGNED AND IN WRITING TO OUR DESIGNATED REPRESENTATIVE** (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, crime in progress, or like emergency). Our written notes on your oral request do not constitute a written request from you. A request for maintenance or repair by anyone residing in your bedroom or apartment constitutes a request from all co-residents.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are normally not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease Contract within a reasonable time by giving you written notice. If the Lease Contract is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

25. **ANIMALS.** *No animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing.* If we allow an animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges. No animal deposit will be required of authorized support animals. We will authorize a support animal for a disabled (handicapped) person. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We may require a written statement from a qualified professional verifying the need for the support animal. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaming, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by following the procedures of paragraph 30 and the Animal Addendum.

26. **WHEN WE MAY ENTER.** If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives, or other persons listed in (2) below may peacefully enter the apartment at reasonable times for the purposes listed in (2) below. If nobody is in the apartment, then such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary) if:

- (1) written notice of the entry is left in a conspicuous place in the apartment immediately after the entry; *and*
- (2) entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector batteries; retrieving unreturned tools,

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equipment, or appliances; preventing waste of utilities; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or rekeying unauthorized security devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing the apartment to government inspectors, fire marshals, lenders, appraisers, contractors, prospective buyers, or insurance agents.

27. **NOTICES.** Notices and requests from you or any co-resident or occupant of the apartment constitute notice from all co-residents. Your notice of Lease Contract termination or intent to move out must be signed by you.

A notice from us to you to pay sums owed only by you, or regarding sale of property that belongs only to you or that was in your possession and care, will be addressed to you only. A notice from us that is intended only for you will be addressed only to you. A notice intended by us for all co-residents in your apartment may be addressed to "all residents" of your apartment. A notice intended by us for all residents in the apartment community may be addressed to "all residents."

## Replacements

28. **REPLACEMENTS AND SUBLETTING.** Replacing a resident, subletting, or assignment is allowed *only when we consent in writing*. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent to the replacement, subletting, or assignment, then:

- (1) a reletting charge *will not* be due;
- (2) an administrative (paperwork) and/or transfer fee *will* be due, and a rekeying fee *will* be due if rekeying is requested or required; and
- (3) you *will* remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.

**Procedures for Replacement.** If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing--even if a new Lease Contract is signed.

## Responsibilities of Owner and Resident

29. **RESPONSIBILITIES OF OWNER.** We'll act with customary diligence to:

- (1) keep common areas reasonably clean, subject to paragraph 23;
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (3) substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above, you may terminate this Lease Contract and exercise other remedies under state statute by following this procedure:

- (a) you must make a written request for repair or remedy of the condition, and all rent must be current at the time;
- (b) after receiving the request, we have a reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities;

30. **DEFAULT BY RESIDENT.** You'll be in default if you or any guest or occupant violates any term or obligation in this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia as defined; (6) any illegal drugs or paraphernalia are found in your apartment; (7) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government; or (8) you or any guest or occupant engages in any of the prohibited conduct described in Paragraph 18.

**Eviction.** If you default for non-payment of rent or reasons other than non-payment of rent we may end your right of occupancy by giving you a written notice to vacate. Notice may be by: (1) regular mail; (2) certified mail, return receipt requested; (3) personal delivery to any resident; (4) personal delivery at the apartment to any occupant at least 15 years old; or (5) affixing the notice to the inside of the apartment's main entry door. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other Lease Contract obligations. After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due; the filing or acceptance

doesn't waive or diminish our right of eviction, or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages; past or future rent or other sums; or to continue with eviction proceedings.

**Acceleration.** All monthly rent for the rest of the Lease Contract term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the Lease Contract term or renewal period ends; and (2) you've not paid all rent for the entire Lease Contract term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations below.

**Holdover.** Should you fail to move out upon the termination of your lease, we shall have the right to file action against you seeking immediate recovery of the possession of the Premises and shall be entitled to recover from you during the holdover period an amount of rent equal to two times the amount of the monthly rent stated in this Lease Contract or our actual damages, whichever is greater.

**Other Remedies.** We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10, in addition to other sums due. Upon your default, we have all other legal remedies, including Lease Contract termination. You agree to pay our reasonable costs and attorney fees if you default on this Lease Contract and we hire a lawyer to enforce this Lease Contract as a result of your default. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 18% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

**Mitigation of Damages.** If you move out early, you'll be subject to paragraph 10 and all other remedies. We'll exercise customary diligence to relet and minimize damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

## General Clauses

31. **MISCELLANEOUS.** *Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.* No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter, or fax that was given. Fax signatures are binding. All notices must be signed.

Exercising one remedy won't constitute an election or waiver of other remedies. Insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Contract

binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option. All Lease Contract obligations must be performed in the county where the apartment is located.

Cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting.

**WAIVER OF JURY TRIAL.** **To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute common law, and/or related to this Lease Contract shall be to a jury and not a jury.**

All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

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**Obligation to Vacate.** Resident shall vacate the Premises and removal all of Resident's personal property therefrom at the expiration of the lease term without further notice or demand from Owner.

**FORCE MAJEURE:** If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity and unenforceability only without invalidating or otherwise affecting the remainder of the Lease Contract. Except specifically stated herein, all other terms and conditions of the Lease Contract shall remain unchanged. Should either party file a lawsuit arising out of this Lease Contract said lawsuit shall be exclusively filed and heard in state court

located in the county where the apartment community is located. This Lease Contract shall be governed by the laws of the state of Missouri.

This Lease Contract binds subsequent owners for the future obligations of said owners but not for past acts or omissions of prior owners, which are hereby released by Resident, unless the prior owners agree otherwise.

32. **PAYMENTS.** Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent--regardless of notations on checks or money orders and regardless of when the obligations arose. All payments due under this Lease Contract that do not have a specific due date are due upon demand by Owner or its authorized agent(s). After the due date, we do not have to accept the rent or any other payments.
33. **ASSOCIATION MEMBERSHIP.** We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

### Security Guidelines for Residents

34. **SECURITY GUIDELINES.** We would like to give you some important safety guidelines. We recommend that you follow these guidelines and use common sense in practicing safe conduct. Inform all other occupants in your dwelling, including any children you may have, about these guidelines.

#### PERSONAL SECURITY--WHILE INSIDE YOUR APARTMENT

1. Lock your doors and windows--even while you're inside.
2. Engage the keyless deadbolts on all doors while you're inside.
3. When answering the door, see who is there by looking through a window or peephole. If you don't know the person, first talk with him or her without opening the door. *Don't open the door if you have any doubts.*
4. If children (who are old enough to take care of themselves) are left alone in your apartment, tell them to use the keyless deadbolt and refuse to let anyone inside while you are gone--regardless of whether the person is a stranger or an apartment maintenance or management employee.
5. Don't put your name, address, or phone number on your key ring.
6. If you're concerned because you've lost your key or because someone you distrust has a key, ask the management to rekey the locks. You have a right to have that done, as long as you pay for the rekeying.
7. Dial 911 for emergencies. If the 911 number does not operate in your area, keep phone numbers handy for the police, fire, and emergency medical services. If an emergency arises, call the appropriate governmental authorities first, then call the management.
8. Check your smoke detector monthly to make sure it is working properly and the batteries are still okay.
9. Check your door locks, window latches, and other devices regularly to be sure they are working properly.
10. If your doors or windows are unsecure due to break-ins or malfunctioning locks or latches, stay with friends or neighbors until the problem is fixed.
11. Immediately report to management--in writing, dated and signed--any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems.
12. Immediately report to management--in writing, dated and signed--any malfunction of other safety devices outside your apartment, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
13. Close curtains, blinds, and window shades at night.
14. Mark or engrave your driver's license number or other identification on valuable personal property.

#### PERSONAL SECURITY--WHILE OUTSIDE YOUR APARTMENT

15. Lock your doors while you're gone. Lock any door handle lock, keyed deadbolt lock, sliding door pin lock, sliding door handle latch, and sliding door bar that you have.
16. Leave a radio or TV playing softly while you're gone.
17. Close and latch your windows while you're gone, particularly when you're on vacation.
18. Tell your roommate or spouse where you're going and when you'll be back.
19. Don't walk alone at night. Don't allow your family to do so.
20. Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
21. Don't give entry keys, codes or electronic gate cards to anyone.
22. Use lamp timers when you go out in the evening or go away on vacation. They can be purchased at most hardware stores.
23. Let the manager and your friends know if you'll be gone for an extended time. Ask your neighbors to watch your apartment since the management cannot assume that responsibility.
24. While on vacation, temporarily stop your newspaper and mail delivery, or have your mail and newspaper picked up daily by a friend.
25. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

#### PERSONAL SECURITY--WHILE USING YOUR CAR

26. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
27. Don't leave exposed items in your car, such as cassette tapes, wrapped packages, briefcases, or purses.
28. Don't leave your keys in the car.
29. Carry your key ring in your hand whenever you are walking to your car--whether it is daylight or dark and whether you are at home, school, work, or on vacation.
30. Always park in a well-lighted area. If possible, try to park your car in an off-street parking area rather than on the street.
31. Check the backseat before getting into your car.
32. Be careful when stopping at gas stations or automatic-teller machines at night--or anytime when you suspect danger.

#### PERSONAL SECURITY AWARENESS

*No security system is failsafe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.*

### When Moving Out

35. **MOVE-OUT NOTICE.** Unless you are moving out on or within 30 days of the Lease Contract term ending date, you must give our representative advance written move-out notice before moving out, as provided below. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire Lease Contract term if you move out early except under the provisions herein. **YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:**

- We must receive advance written notice of your move-out date if it is prior to the Lease Contract term ending date.
- Your move-out notice must be in writing. Oral move-out notice will not be accepted and will not terminate your Lease Contract.
- Your move-out notice must not terminate the Lease Contract sooner than the end of the Lease Contract term or renewal period.

**YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE.** We recommend you use our written move-out form to ensure you provide the information needed. You must obtain from us written acknowledgment that we received your move-out notice.

36. **MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full. Early move-out may result in reletting charges and acceleration of future rent under paragraphs 10 and 30. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are

supposed to move out. All residents, guests, and occupants must abandon the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

37. **CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.
38. **MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting. We will give you reasonable written notice mailed to your last known address, or in person, of the date and time when we will inspect the premises following the termination of the lease.
39. **SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.** You'll be liable for the following charges and/or damages to the Premises or the apartment community, if applicable, including, but not limited to the following: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector batteries; utilities for repairs or cleaning; trips to let in

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company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraphs 4 and 24; government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for our time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 5 if you fail to return them on or before your actual move-out date; (2) accelerated rent if you have violated paragraph 29; and (3) a reletting fee if you have violated paragraph 10.

40. **DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.** In accord with Missouri law, within 30 days after the date of termination of tenancy, we shall mail to your last known address: (1) the return of the full amount of the security deposit, or (2) a written itemized statement list of the rent and/or damages for which the security deposit or any portion thereof is withheld, along with the balance of the security deposit, if any.

**Signatures, Originals and Attachments**

41. **ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, each with original signatures—one for you and one or more for us. Our rules and community policies, if any, will be attached to the Lease Contract and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to this Lease Contract and are binding even if not initialed or signed.

- Animal Addendum
- Inventory and Condition Form
- Mold Addendum
- Enclosed Garage Addendum
- Community Policies Addendum
- Lease Contract Guaranty ( \_\_\_\_\_ guaranties, if more than one)
- Notice of Intent to Move Out Form
- Parking Permit or Sticker (quantity: \_\_\_\_\_ )
- Satellite Dish or Antenna Addendum
- Asbestos Addendum (if asbestos is present)
- Lead Hazard Information and Disclosure Addendum (federal)
- Utility Addendum
- Remote Control, Card or Code Access Gate Addendum
- Lease Contract Buy-Out Agreement
- Intrusion Alarm Addendum
- Other Bed Bug/per person addend
- Other No Smoking

Name and address of locator service (if applicable)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

You have *surrendered* the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (2) all apartment keys and access devices listed in paragraph 5 have been turned in where rent is paid--whichever date occurs first.

The premises will be deemed abandoned if (1) we reasonably believe that you have vacated the premises and do not intend to return; (2) the rent is due and unpaid for thirty days; and (3) we post written notice on the premises and mail to your last known address by certified mail, return receipt requested, a notice of our belief of abandonment as per Sec. 441.065 RSMo.; and (4) you fail to pay rent or respond in writing to our notice within 10 days after the date of posting and deposit of such notice in the U.S. Mail, stating your intention not to abandon the premises.

Surrender, abandonment, or judicial eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove and dispose of any property left in the Premise in compliance with Missouri law. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 11).

**This Lease Contract contains a waiver of jury trial provision and by executing this Lease Contract you are waiving all rights you maintain to have any dispute arising out of this lease to be heard by a jury.**

You are legally bound by this document.  
Please read it carefully.  
  
Before submitting a rental application or signing a Lease Contract, you may take a copy of these documents to review and/or consult an attorney.  
  
Additional provisions or changes may be made in the Lease Contract if agreed to in writing by all parties.

*Resident or Residents (all sign below)*  
 \_\_\_\_\_  
 \_\_\_\_\_

*Owner or Owner's Representative (signing on behalf of owner)*  
 \_\_\_\_\_

*Address and phone number of owner's representative for notice purposes*  
**835 S. Jefferson Ave.**  
**Springfield, MO 65806**  
**(417) 865-3055**

*Date form is filled out (same as on top of page 1)*  
**06/16/2015**

**SPECIAL PROVISIONS (CONTINUED FROM PAGE 1). You must sign a renewal contract before January 31, 2015 to secure the bedroom you are currently leasing for the next year. We will rent your bed effective February 1st, 2015 if we have not received your renewal contract signed, and holding fee. You will have to vacate your bedroom effective July 24th. Rent must be paid online through the resident portal or paylease.com fees will be assessed depending on payment method. Key Fob replacement is \$100.00 per occurrence. Mail box or bedroom door key replacement is \$25.00 per occurrence. Renters insurance is required; documentation must be presented before move in and before keys are given. Market rate for this lease is \$599. A concession of \$174 per month has been applied to this lease contract to reduce the monthly installment to \$425 per month.**

## Bed Bug Addendum

Date: June 16, 2015  
(when this Addendum is filled out)

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

**1. DWELLING UNIT DESCRIPTION.**

Unit. No. A-101A , 835 S. Jefferson #A-101A (street address)  
in Springfield  
(city), Missouri, 65806 (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract date: June 16, 2015  
Owner's name: Jefferson Avenue Apartments, LLC

Residents (list all residents): Board of Governors of MSU

**3. PURPOSE.** This Addendum modifies the Lease Contract and addresses situations related to bed bugs (*Cimex lectularius*) which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum.

**4. INSPECTION.** You agree that you: (Check one)  
 have inspected the dwelling prior to move-in and that you did not observe any evidence of bed bugs or bed bug infestation; OR  
 will inspect the dwelling within 48 hours after move-in/renewal and notify us of any bed bugs or bed bug infestation.

**5. INFESTATIONS.**

You agree that you have read all of the information on this addendum about bed bugs and:  
(Check one)

- you are not aware of any infestation or presence of bed bugs in your current or previous apartments, home or dwelling. You agree that you are not aware of any bed bug infestation or presence in any of your furniture, clothing, personal property or possessions. You agree that you have not been subjected to conditions in which there was any bed bug infestation or presence. OR
- you agree that if you previously lived anywhere that had a bed bug infestation that all of your personal property (including furniture, clothing and other belongings) has been treated by a licensed pest control professional. You agree that such items are free of further infestation. If you disclose a previous experience of bed bug infestation, we can review documentation of the treatment and inspect your personal property and possessions to confirm the absence of bed bugs. You agree that any previous bed bug infestation which you may have experienced is disclosed here:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**6. ACCESS FOR INSPECTION AND PEST TREATMENT.** You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. You are responsible for and must, at your own expense, have your own personal property,

furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.

- 7. NOTIFICATION.** You must promptly notify us:
- of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.
  - of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling.
  - if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

**8. COOPERATION.** If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

**9. RESPONSIBILITIES.** If you are the cause of the bed bug infestation or fail to comply with paragraph 6 herein or both, you may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your Premises for bed bugs and any other dwelling units infested as a result of you or your failure to notify. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the dwelling. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.

**10. TRANSFERS.** If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction.

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**BED BUGS - A Guide for Rental Housing Residents**

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals--their sole food source--the bugs assume a distinctly blood-red hue until digestion is complete.

**Bed bugs don't discriminate**

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

**Bed bugs don't transmit disease**

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

**Identifying bed bugs**

*Bed bugs can often be found in, around and between:*

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors
- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and

mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.

- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

**Preventing bed bug encounters when traveling**

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

**Bed bug do's and don'ts**

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.

**You are legally bound by this document. Please read it carefully.**

**Resident or Residents**  
*(All residents must sign)*

**Owner or Owner's Representative**  
*(Signs below)*

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**Date of Signing Addendum**

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*You are entitled to receive an original of this Addendum after it is fully signed. Keep it in a safe place.*

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**Board of Governors of MSU**

Missouri/National Apartment Association Official Form 13-JJ, January, 2013  
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Mold Information and Prevention Addendum



Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

1. DWELLING UNIT DESCRIPTION. Unit. No. A-101A, 835 S. Jefferson #A-101A (street address) in Springfield (city), Missouri, 65806 (zip code).

2. LEASE CONTRACT DESCRIPTION. Lease Contract date: June 16, 2015. Owner's name: Jefferson Avenue Apartments, LLC

Residents (list all residents): Board of Governors of MSU

3. ABOUT MOLD. Mold is found virtually everywhere in our environment--both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow.

4. PREVENTING MOLD BEGINS WITH YOU. In order to minimize the potential for mold growth in your dwelling, you must do the following:

- Keep your dwelling clean--particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold.
Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible.
Promptly notify us in writing about any air conditioning or heating system problems you discover.
Promptly notify us in writing about any signs of water leaks, water infiltration or mold.
Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

5. IN ORDER TO AVOID MOLD GROWTH, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth.

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;

- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

6. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine-scented), Tilex Mildew Remover or Clorox Cleanup. (Note: Only a few of the common household cleaners will actually kill mold).

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets--provided the fibers are completely dry.

7. DO NOT CLEAN OR APPLY BIOCIDES TO: (1) visible mold on porous surfaces, such as sheetrock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces. Instead, notify us in writing, and we will take appropriate action.

8. COMPLIANCE. Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

If you are the cause of the mold, water infiltration, a damp environment, or fail to comply this addendum, including, but not limited to your notice and reporting requirements set forth herein, you may be required to pay all reasonable costs for treating, repairing, and/or, replacing, all injury or damages that is a result of you causing said water infiltration, damp environment, or your failure to comply with this addendum, including, but not limited to the notice and reporting requirements set forth herein.

9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Blank lines for special provisions.

Resident or Residents (All residents must sign here)

Owner or Owner's Representative (Signs here)

Date of Lease Contract June 16, 2015



LEASE ADDENDUM FOR REMOTE CONTROL, CARD, OR CODE ACCESS GATE



1. Dwelling Unit Description. Unit. No. A-101A, 835 S. Jefferson #A-101A (street address) in Springfield (city), Missouri, 65806 (zip code).

2. Lease Contract Description. Lease Contract date: June 16, 2015. Owner's name: Jefferson Avenue Apartments, LLC

Residents (list all residents): Board of Governors of MSU

To the extent any terms of this addendum conflict with the Lease Contract, the terms of this addendum are controlling.

- 3. Remote control/cards/code for gate access. Remote control for gate access... Cards for gate access... Code for gate access...

- 4. Damaged, lost or unreturned remote controls, cards or code changes. If a remote control is lost, stolen or damaged... If a card is lost, stolen or damaged... We may change the code(s) at any time and notify you accordingly.

- 5. Report damage or malfunctions. Please immediately report to the office any malfunction or damage to gates, fencing, locks or related equipment. 6. Follow written instructions. We ask that you and all other occupants read the written instructions that have been furnished to you regarding the access gates. 7. Personal injury and/or personal property damage. Except as specifically required by law, we have no duty to maintain the gates and cannot guaranty against gate malfunctions.

Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, family member, guest, occupant or invitee for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required. You will be held responsible for the actions of any persons to whom you provide access to the community.

- 8. Rules in using vehicle gates. Always approach entry and exit gates with caution and at a very slow rate of speed. Never stop your car where the gate can hit your vehicle as the gate opens or closes. Never follow another vehicle into an open gate. Always use your card to gain entry. Report to management the vehicle license plate number of any vehicle that piggybacks through the gate. Never force the gate open with your car. Never get out of your vehicle while the gates are opening or closing. If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage. Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes. If you lose your card, please contact the management office immediately. Do not give your card or code to anyone else. Do not tamper with gate or allow your occupants to tamper or play with gates.

- 9. Special Provisions. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents [All residents must sign here]

Owner or Owner's Representative [signs here]

Date of Lease Contract

June 16, 2015



NO-SMOKING ADDENDUM

Date: June 16, 2015 (when this Addendum is filled out)



All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the dwelling community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

1. Dwelling Unit Description. Apt. No. A-101A, 835 S. Jefferson #A-101A (street address) in Springfield (city), Missouri, 65806 (zip code).

2. Lease Contract Description Lease Contract date: June 16, 2015 Owner's name: Jefferson Avenue Apartments, LLC

Residents (list all residents): Board of Governors of MSU

3. Smoking Anywhere Inside Buildings of the Dwelling Community is Strictly Prohibited. All forms and use of lighted or burning tobacco products and smoking of tobacco products inside any dwelling, building, or interior of any portion of the dwelling community is strictly prohibited.

The prohibition on use of any lighted or burning tobacco products or smoking of any tobacco products extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the dwelling community.

Smoking Outside Buildings of the Dwelling Community. Smoking is permitted only in specially designated areas outside the buildings of the dwelling community.

Smoking on balconies, patios, and limited common areas attached to or outside of your dwelling is not permitted.

The following outside areas of the community may be used for smoking: Smoking fines of \$100.00 per occurrence will be charged for any violation. Possible eviction could be filed.

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the dwellings or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests.

4. Your Responsibility for Damages and Cleaning. You are responsible for payment of all costs and damages to your dwelling, other residents' dwellings, or any other portion of the dwelling community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this addendum.

dwelling or building is in excess of normal wear and tear in our smoke free dwelling community.

5. Your Responsibility for Loss of Rental Income and Economic Damages Regarding Other Residents. You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwellings, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

6. Definition of Smoking. Smoking refers to any use or possession of a cigar, cigarette, or pipe containing tobacco or a tobacco product while that tobacco or product is burning, lighted, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product.

7. Lease Contract Termination for Violation of the Addendum. We have the right to terminate your Lease Contract or right of occupancy of the dwelling for any violation of this No-Smoking Addendum.

8. Extent of Your Liability for Losses Due to Smoking. Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum.

9. Your Responsibility for Conduct of Occupants, Family Members, and Guests. You are responsible for communicating this community's no-smoking policy and for ensuring compliance with this addendum by your occupants, family, guests, and invitees.

10. There Is No Warranty of a Smoke Free Environment. Although we prohibit smoking in all interior parts of the dwelling community, there is no warranty or guaranty of any kind that your dwelling or the dwelling community is smoke free.

This is an important and binding legal document. By signing this addendum you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the dwelling.

- Neither you nor anyone who will be living in the dwelling is a smoker.
Someone in my household is a smoker; however, we agree to follow your no-smoking policy.

Resident or Residents [All residents must sign here]

Owner or Owner's Representative [Sign here]

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## Addendum to Lease Agreement for The Jefferson Avenue Apartments

This addendum will supersede the agreement between The Board of Governors of Missouri State University ("MSU") and The Jefferson Avenue Apartments for Unit A-101A for the following items.

- **Paragraph 2 – Occupants**
  - The unit that is leased by The Board of Governors of Missouri State University ("MSU") will be occupied by MSU visiting scholars and exchange visitors. The Board of Governors of Missouri State University ("MSU") will not be required to notify The Jefferson Avenue Apartments when those occupying the unit change.
  
- **Paragraph 28 – Replacements and Subletting**
  - The Jefferson Avenue Apartments acknowledges that the unit that is leased by The Board of Governors of Missouri State University ("MSU") will have occupants that change out over the course of the lease agreement. The Board of Governors of Missouri State University ("MSU") will not be required to notify The Jefferson Avenue Apartments when occupants of the unit that they lease change and will not require consent from The Jefferson Avenue Apartments for those changes. MSU may sublease the property to its visiting scholars and exchange faculty at its discretion.

### Signatures

\_\_\_\_\_  
The Board of Governors of Missouri State University ("MSU")

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner or Owners Representative

\_\_\_\_\_  
Date



Student Housing Lease Contract



Date of Lease Contract: June 16, 2015 (when this Lease Contract is filled out)

This is a binding contract. Read carefully before signing.

Moving In -- General Information

1. PARTIES. This Lease Contract is between you, the resident: Board of Governors of MSU and us, the owner: Jefferson Avenue Apartments, LLC

(name of apartment community or title holder). You've agreed to rent Apartment No. A-101B, Bedroom No. at 835 S. Jefferson #A-101B in Springfield Missouri, 65806

The terms "you" and "your" refer to the resident listed above, and a person authorized to act in the event of a sole resident's death. The term "co-resident" refers to an individual who is sharing your bedroom or occupying another bedroom in the same apartment as a resident under a separate Lease Contract with us.

2. OCCUPANTS. The bedroom will be occupied only by you and (list all other occupants not signing the Lease Contract):

Other than a co-resident we assign, no one else may occupy the bedroom. Other than co-residents or authorized occupants, no one else may occupy the apartment. Persons not listed above must not stay in the bedroom or apartment for more than 3 consecutive days without our prior written consent, and no more than twice that many days in any one month.

3. LEASE TERM. The initial term of the Lease Contract begins on the 7th day of August, 2015 and ends at midnight the 24th day of July, 2016. This Lease Contract does not automatically renew. You must give at least 180 days written notice of termination or intent to move-out if it is prior to the Lease Contract ending date.

You may be given an opportunity to sign a new or renewal lease for another Lease Contract term and remain in your current bedroom. If you do not sign a new Lease Contract or renewal, your bedroom may be leased to another resident. If your bedroom is leased to another resident, you will not be able to sign a new Lease Contract or renewal for the same bedroom.

Exclusive-Use Areas and Joint-Use Areas. We may or may not assign another person to share a bedroom with you. If the apartment has a separate bathroom for each bedroom, you and any other person assigned to your bedroom will have exclusive use of that bathroom. You will share use and occupancy of the apartment's common living areas with other persons who lease from us and share the common living areas of your apartment.

4. SECURITY DEPOSIT. Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ 0.00, due on or before the date this Lease Contract is signed. The deposit may be commingled with other funds and shall bear no interest.

5. KEYS, FURNITURE AND AFFIDAVIT OF MOVE-OUT. You will be provided 1 bedroom key(s), 1 apartment key(s), 1 mailbox key(s), and 1 other access devices for key/fob. Any resident, occupant, or spouse who, according to a remaining co-resident's affidavit, has permanently moved out or is under court order to not enter the apartment, is (at our option) no longer entitled to occupancy, keys, or other access devices. Your apartment will be [check one]: furnished or unfurnished.

6. RENT AND CHARGES. [Check one]: You will pay \$ 599.00 commencing and continuing each month thereafter during the pendency of this Lease Contract. Prorated rent of \$ is due for the remainder of [check one]: 1st month or 2nd month, on (year); OR

Your total rent for the Lease Contract term is \$ 425.00. It is payable in advance, without demand, in monthly installments of \$ 5100.00 on or before the first day of each month beginning August 7, 2015 (year).

You will pay your rent at: [ ] at the on-site manager's office [ ] through our online payment site [X] at resident portal/paylease

The stated rent amount is owed by you and is not the total rent owed by all co-residents. Except for the prorated rent described above, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. If you don't pay all rent on or before the 3rd day of the month, you'll pay an initial late charge of \$ 25.00 plus a late charge of \$ 10.00 per day after that date until paid in full. Daily late charges will not exceed 15 days for any single month's rent. You'll also pay a charge of \$ 25.00 for each returned check or rejected electronic payment, plus initial and daily late charges from due date until we receive acceptable payment. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation.

Relocation. To the extent practical in our sole judgment, we will try to honor requests for residing in a particular bedroom or apartment. You may change bedrooms with another co-resident in your apartment without being subject to a transfer fee if: (1) within 3 days after your initial occupancy, we receive a joint request from you and another co-resident in your apartment to exchange bedrooms; and (2) you comply with our procedures and required documentation. If later you request a transfer to another bedroom in your apartment, you must complete the required documentation and pay a transfer fee of \$ 200.00. A request to transfer to a bedroom or apartment other than the one you initially occupied may be made only with our prior written approval and for a similar fee. We reserve the right at any time, upon five days prior written notice to you and without your having to pay any transfer fee, to relocate you to another bedroom in the apartment or to another apartment within the apartment community. We will assist you in moving your personal property and pay for rekeying if we require you to relocate.

7. UTILITIES. We'll pay for the following items, if checked: [X] water [ ] gas [X] electricity [ ] master antenna [X] wastewater [X] trash [X] cable TV [X] other Internet

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected for any reason--including disconnection for not paying your bills--until the lease term or renewal period ends. Cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-powered lighting. If any utilities are submetered for the apartment or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance.

8. INSURANCE. We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

Additionally, you are [check one] required to purchase personal liability insurance [ ] not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

Special Provisions and "What If" Clauses

9. SPECIAL PROVISIONS. The following special provisions and any addenda or written rules furnished to you at or before signing become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

See special provisions on the last page

See any additional special provisions.

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Board of Governors of MSU

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10. **EARLY MOVE-OUT; RELETING CHARGE.** You'll be liable to us for a reletting charge of \$ \_\_\_\_\_ (not to exceed 100% of the highest monthly rent during the Lease Contract term) if you:

- (1) fail to give written move-out notice as required in paragraphs 21 or 35; or
- (2) move out without paying rent in full for the entire Lease Contract term or renewal period; or
- (3) move out at our demand because of your default; or
- (4) are judicially evicted.

*The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease Contract.*

**Not a Release.** The reletting charge is not a Lease Contract cancellation fee or buyout fee. It is a liquidated amount covering only part of our damages; that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain--particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locator-service fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

11. **DAMAGES AND REIMBURSEMENT.** Within seven (7) days after being notified of any damage to the Premises or the apartment community you must reimburse us for the costs to repair or replace and damage, including, but not limited to any loss, damage, government fines, or cost or repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, negligence, reckless, or intentional conduct by you or your invitees, guests or occupants. **Unless the damage or wastewater stoppage is due to our negligence, we're not liable for--and you must pay for--repairs, replacement costs, and damage to the following if occurring during the Lease Contract term or renewal period: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.** We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

**To the maximum extent permitted by law, it is understood and agreed that Owner, its agents, employees, owners, successors or assigns shall not be liable to Resident or any of Resident's guests, occupants or visitors for any personal injury or for any damage to or any loss of personal property in or around the Premises, including, without limitation, the surrounding common area at which the premises is located regardless of the cause of injury, loss or damage. Resident, for him or herself and heirs and personal representatives, hereby releases, relinquishes, exonerates and discharges and agrees to indemnify, protect and save harmless Owner, its officers, its agents, employees, successors or assigns, from any and all claims, demands, cost (including reasonable attorney fees), and liability for any injury to, including death of a person (whether they be a third person, employees of the parties hereto or the parties themselves) and any loss of or damage to property (whether said loss occurs to any parties hereto or to third persons) caused by, growing out of, or happening in**

**connection with Resident's or Resident's invitee(s)' use and occupancy of the Premises, apartment community, fixtures, equipment, appliances, facilities, improvements, and common areas located thereon, or by reason of any like or different casualty.**

**Limitation of Damages.** Notwithstanding any other provision contained herein, if Owner is found or held liable to Resident for any reason whatsoever, Resident agrees that the total monetary damage amount recoverable will in no instance exceed the total amount of rent Resident paid Owner during Resident's tenancy.

12. **REMOVAL AFTER ABANDONMENT.** We or law officers may remove, store, or dispose of all remaining property in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you abandon the apartment (see definitions in paragraph 40). For this purpose, "apartment" excludes common areas but includes interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use. Any property of yours remaining in or on the premises after you abandon the premises may be removed or disposed of without liability.

13. **RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in the Lease Contract, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under the provisions herein.

14. **DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

(1) If we give written notice to any of you when or after the initial term as set forth in Paragraph 3--and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date--you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.

(2) If we give written notice to any of you before the initial term as set forth in Paragraph 3 and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in Paragraph 3 for all purposes. This new date may not be moved to an earlier date unless we and you agree.

15. **DISCLOSURE RIGHTS.** If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

### While You're Living in the Apartment

16. **COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

17. **LIMITATIONS ON CONDUCT.** The apartment and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in or near pools and all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited--except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

18. **PROHIBITED CONDUCT.** You and your occupants or guests may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; engage in criminal activity; or injuring our reputation by making bad faith allegations against us to others. If you violate any term or condition under this paragraph, we shall be entitled to immediately terminate your right of occupancy of the Premises.

19. **PARKING.** We may regulate the time, manner, and place of parking all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. Motorcycles or motorized bikes may not be parked inside an apartment unit or on sidewalks, under stairwells, or in handicapped parking areas. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license or no current inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in a space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated "no parking" area; or
- (10) is parked in a space marked for other resident(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster.

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20. **RELEASE OF RESIDENT.** Unless you're entitled to terminate this Lease Contract under the provisions herein, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, death or property purchase.

**Death of Sole Resident.** If you are the sole resident, upon your death the Lease Contract may be terminated without penalty with at least 30 days written notice by your legal representative. You will be liable for payment of rent until the latter of: (1) the termination date, or (2) until all possessions in the bedroom or apartment are removed. You will be liable for all rent, charges, and damages to the apartment until it is vacated, and any removal and storage costs.

21. **MILITARY PERSONNEL CLAUSE.** You may terminate the Lease Contract if:

- (1) you are (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; *and*
- (2) you are either (i) given change-of-station orders to permanently depart the local area, (ii) deployed with a military unit for 90 days or more, (iii) given temporary duty orders in excess of ninety days duration assigning you to a location at least twenty-five miles from the leased residence, or (iv) relieved or released from active duty.

If you qualify to terminate the Lease Contract under this clause, you may do so by providing us with written notice that you are terminating on a specific date not less than fifteen days from the date of notice. You must furnish us a copy of your permanent change-of-station orders, call-up orders, or deployment orders or letter from your commanding officer confirming the orders. The final lease payment due under the terminated lease shall be provided by the effective date of termination and shall be payable at such time as would have otherwise been required by the terms of the lease. Military permission for base housing doesn't constitute a permanent change-of-station order. After your move out, we'll return your security deposit, less lawful deductions. If you or any co-resident are a dependant of a servicemember covered by the U.S. Servicemembers Civil Relief Act, this Lease Contract may not be terminated under this paragraph without applying to a court and showing that your ability to comply with the Lease Contract is materially affected by reason of the servicemember's military service. A co-resident who is not your spouse or dependant cannot terminate under this military clause. Unless you state otherwise in paragraph 9, you represent when signing this Lease Contract that: (1) you do not already have deployment or change-of-station orders; (2) you will not be retiring from the military during the Lease Contract term; and (3) the term of your enlistment or obligation will not end before the Lease Contract term ends. You waive all rights to terminate if you misrepresent the facts in the preceding sentence.

22. **RESIDENT SAFETY AND PROPERTY LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other safety or security devices. You agree to make every effort to follow the Security Guidelines in this Lease Contract.

**Smoke Detectors.** We'll furnish smoke detectors as required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smoke detector malfunctions to us. Neither you nor others may disable smoke detectors. If you disable or damage the smoke detector, or fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

**Casualty Loss.** We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, theft, or vandalism unless otherwise required by law. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. Unless we instruct otherwise, you must—for 24 hours a day during freezing weather—(1) keep the apartment heated to at least 50 degrees; (2) keep cabinet and closet doors open; and (3) drip hot and cold water faucets. You'll be liable for damage to our and others' property if damage is caused by broken water pipes due to your violating these requirements. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for these services.

**Crime or Emergency.** Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, suspected criminal activity, or other emergency involving imminent harm. You should then contact our representative. You won't treat any of our security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by statute. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You also must furnish us with the law-enforcement agency's incident report number upon request.

23. **CONDITION OF THE PREMISES AND ALTERATIONS.** You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in. You must sign and note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

24. **REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST--FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS--IT MUST BE SIGNED AND IN WRITING TO OUR DESIGNATED REPRESENTATIVE** (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, crime in progress, or like emergency). Our written notes on your oral request do not constitute a written request from you. A request for maintenance or repair by anyone residing in your bedroom or apartment constitutes a request from all co-residents.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are normally not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease Contract within a reasonable time by giving you written notice. If the Lease Contract is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

25. **ANIMALS.** *No animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing.* If we allow an animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges. No animal deposit will be required of authorized support animals. We will authorize a support animal for a disabled (handicapped) person. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We may require a written statement from a qualified professional verifying the need for the support animal. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaming, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may remove an unauthorized animal by following the procedures of paragraph 30 and the Animal Addendum.

26. **WHEN WE MAY ENTER.** If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives, or other persons listed in (2) below may peacefully enter the apartment at reasonable times for the purposes listed in (2) below. If nobody is in the apartment, then such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary) if:

- (1) written notice of the entry is left in a conspicuous place in the apartment immediately after the entry; *and*
- (2) entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector batteries; retrieving unreturned tools,

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equipment, or appliances; preventing waste of utilities; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or rekeying unauthorized security devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing the apartment to government inspectors, fire marshals, lenders, appraisers, contractors, prospective buyers, or insurance agents.

27. **NOTICES.** Notices and requests from you or any co-resident or occupant of the apartment constitute notice from all co-residents. Your notice of Lease Contract termination or intent to move out must be signed by you.

A notice from us to you to pay sums owed only by you, or regarding sale of property that belongs only to you or that was in your possession and care, will be addressed to you only. A notice from us that is intended only for you will be addressed only to you. A notice intended by us for all co-residents in your apartment may be addressed to "all residents" of your apartment. A notice intended by us for all residents in the apartment community may be addressed to "all residents."

## Replacements

28. **REPLACEMENTS AND SUBLETTING.** Replacing a resident, subletting, or assignment is allowed *only when we consent in writing*. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent to the replacement, subletting, or assignment, then:

- (1) a reletting charge *will not* be due;
- (2) an administrative (paperwork) and/or transfer fee *will* be due, and a rekeying fee *will* be due if rekeying is requested or required; and
- (3) you *will* remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.

**Procedures for Replacement.** If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; *or* (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing--even if a new Lease Contract is signed.

## Responsibilities of Owner and Resident

29. **RESPONSIBILITIES OF OWNER.** We'll act with customary diligence to:

- (1) keep common areas reasonably clean, subject to paragraph 23;
- (2) maintain fixtures, furniture, hot water, heating and A/C equipment;
- (3) substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and
- (4) make all reasonable repairs, subject to your obligation to pay for damages for which you are liable.

If we violate any of the above, you may terminate this Lease Contract and exercise other remedies under state statute by following this procedure:

- (a) you must make a written request for repair or remedy of the condition, and all rent must be current at the time;
- (b) after receiving the request, we have a reasonable time to repair, considering the nature of the problem and the reasonable availability of materials, labor, and utilities;

30. **DEFAULT BY RESIDENT.** You'll be in default if you or any guest or occupant violates any term or obligation in this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia as defined; (6) any illegal drugs or paraphernalia are found in your apartment; (7) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government; or (8) you or any guest or occupant engages in any of the prohibited conduct described in Paragraph 18.

**Eviction.** If you default for non-payment of rent or reasons other than non-payment of rent we may end your right of occupancy by giving you a written notice to vacate. Notice may be by: (1) regular mail; (2) certified mail, return receipt requested; (3) personal delivery to any resident; (4) personal delivery at the apartment to any occupant at least 15 years old; or (5) affixing the notice to the inside of the apartment's main entry door. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other Lease Contract obligations. After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due; the filing or acceptance

doesn't waive or diminish our right of eviction, or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages; past or future rent or other sums; or to continue with eviction proceedings.

**Acceleration.** All monthly rent for the rest of the Lease Contract term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the Lease Contract term or renewal period ends; *and* (2) you've not paid all rent for the entire Lease Contract term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations below.

**Holdover.** Should you fail to move out upon the termination of your lease, we shall have the right to file action against you seeking immediate recovery of the possession of the Premises and shall be entitled to recover from you during the holdover period an amount of rent equal to two times the amount of the monthly rent stated in this Lease Contract or our actual damages, whichever is greater.

**Other Remedies.** We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10, in addition to other sums due. Upon your default, we have all other legal remedies, including Lease Contract termination. You agree to pay our reasonable costs and attorney fees if you default on this Lease Contract and we hire a lawyer to enforce this Lease Contract as a result of your default. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 18% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

**Mitigation of Damages.** If you move out early, you'll be subject to paragraph 10 and all other remedies. We'll exercise customary diligence to relet and minimize damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

## General Clauses

31. **MISCELLANEOUS.** *Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.* No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights isn't a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter, or fax that was given. Fax signatures are binding. All notices must be signed.

Exercising one remedy won't constitute an election or waiver of other remedies. Insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Contract

binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option. All Lease Contract obligations must be performed in the county where the apartment is located.

Cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting.

**WAIVER OF JURY TRIAL.** **To minimize legal expenses and, to the extent allowed by law, you and we agree that a trial of any lawsuit based on statute common law, and/or related to this Lease Contract shall be to a judge and not a jury.**

All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

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**Obligation to Vacate.** Resident shall vacate the Premises and removal all of Resident's personal property therefrom at the expiration of the lease term without further notice or demand from Owner.

**FORCE MAJEURE:** If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity and unenforceability only without invalidating or otherwise affecting the remainder of the Lease Contract. Except specifically stated herein, all other terms and conditions of the Lease Contract shall remain unchanged. Should either party file a lawsuit arising out of this Lease Contract said lawsuit shall be exclusively filed and heard in state court

located in the county where the apartment community is located. This Lease Contract shall be governed by the laws of the state of Missouri.

This Lease Contract binds subsequent owners for the future obligations of said owners but not for past acts or omissions of prior owners, which are hereby released by Resident, unless the prior owners agree otherwise.

32. **PAYMENTS.** Payment of all sums is an independent covenant. At our option and without notice, we may apply money received (other than utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent--regardless of notations on checks or money orders and regardless of when the obligations arose. All payments due under this Lease Contract that do not have a specific due date are due upon demand by Owner or its authorized agent(s). After the due date, we do not have to accept the rent or any other payments.
33. **ASSOCIATION MEMBERSHIP.** We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

### Security Guidelines for Residents

34. **SECURITY GUIDELINES.** We would like to give you some important safety guidelines. We recommend that you follow these guidelines and use common sense in practicing safe conduct. Inform all other occupants in your dwelling, including any children you may have, about these guidelines.

#### PERSONAL SECURITY--WHILE INSIDE YOUR APARTMENT

1. Lock your doors and windows--even while you're inside.
2. Engage the keyless deadbolts on all doors while you're inside.
3. When answering the door, see who is there by looking through a window or peephole. If you don't know the person, first talk with him or her without opening the door. *Don't open the door if you have any doubts.*
4. If children (who are old enough to take care of themselves) are left alone in your apartment, tell them to use the keyless deadbolt and refuse to let anyone inside while you are gone--regardless of whether the person is a stranger or an apartment maintenance or management employee.
5. Don't put your name, address, or phone number on your key ring.
6. If you're concerned because you've lost your key or because someone you distrust has a key, ask the management to rekey the locks. You have a right to have that done, as long as you pay for the rekeying.
7. Dial 911 for emergencies. If the 911 number does not operate in your area, keep phone numbers handy for the police, fire, and emergency medical services. If an emergency arises, call the appropriate governmental authorities first, then call the management.
8. Check your smoke detector monthly to make sure it is working properly and the batteries are still okay.
9. Check your door locks, window latches, and other devices regularly to be sure they are working properly.
10. If your doors or windows are unsecure due to break-ins or malfunctioning locks or latches, stay with friends or neighbors until the problem is fixed.
11. Immediately report to management--in writing, dated and signed--any needed repairs of locks, latches, doors, windows, smoke detectors, and alarm systems.
12. Immediately report to management--in writing, dated and signed--any malfunction of other safety devices outside your apartment, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
13. Close curtains, blinds, and window shades at night.
14. Mark or engrave your driver's license number or other identification on valuable personal property.

#### PERSONAL SECURITY--WHILE OUTSIDE YOUR APARTMENT

15. Lock your doors while you're gone. Lock any door handle lock, keyed deadbolt lock, sliding door pin lock, sliding door handle latch, and sliding door bar that you have.
16. Leave a radio or TV playing softly while you're gone.
17. Close and latch your windows while you're gone, particularly when you're on vacation.
18. Tell your roommate or spouse where you're going and when you'll be back.
19. Don't walk alone at night. Don't allow your family to do so.
20. Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
21. Don't give entry keys, codes or electronic gate cards to anyone.
22. Use lamp timers when you go out in the evening or go away on vacation. They can be purchased at most hardware stores.
23. Let the manager and your friends know if you'll be gone for an extended time. Ask your neighbors to watch your apartment since the management cannot assume that responsibility.
24. While on vacation, temporarily stop your newspaper and mail delivery, or have your mail and newspaper picked up daily by a friend.
25. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

#### PERSONAL SECURITY--WHILE USING YOUR CAR

26. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
27. Don't leave exposed items in your car, such as cassette tapes, wrapped packages, briefcases, or purses.
28. Don't leave your keys in the car.
29. Carry your key ring in your hand whenever you are walking to your car--whether it is daylight or dark and whether you are at home, school, work, or on vacation.
30. Always park in a well-lighted area. If possible, try to park your car in an off-street parking area rather than on the street.
31. Check the backseat before getting into your car.
32. Be careful when stopping at gas stations or automatic-teller machines at night--or anytime when you suspect danger.

#### PERSONAL SECURITY AWARENESS

*No security system is failsafe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.*

### When Moving Out

35. **MOVE-OUT NOTICE.** Unless you are moving out on or within 30 days of the Lease Contract term ending date, you must give our representative advance written move-out notice before moving out, as provided below. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire Lease Contract term if you move out early except under the provisions herein. **YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:**

- We must receive advance written notice of your move-out date if it is prior to the Lease Contract term ending date.
- Your move-out notice must be in writing. Oral move-out notice will not be accepted and will not terminate your Lease Contract.
- Your move-out notice must not terminate the Lease Contract sooner than the end of the Lease Contract term or renewal period.

**YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE.** We recommend you use our written move-out form to ensure you provide the information needed. You must obtain from us written acknowledgment that we received your move-out notice.

36. **MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the Lease Contract term or renewal period ends unless all rent for the entire Lease Contract term or renewal period is paid in full. Early move-out may result in reletting charges and acceleration of future rent under paragraphs 10 and 30. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are

supposed to move out. All residents, guests, and occupants must abandon the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

37. **CLEANING.** You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.
38. **MOVE-OUT INSPECTION.** You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting. We will give you reasonable written notice mailed to your last known address, or in person, of the date and time when we will inspect the premises following the termination of the lease.
39. **SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.** You'll be liable for the following charges and/or damages to the Premises or the apartment community, if applicable, including, but not limited to the following: unpaid rent; unpaid utilities; unreimbursed service charges; repairs or damages caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of our property that was in or attached to the apartment and is missing; replacing dead or missing smoke-detector batteries; utilities for repairs or cleaning; trips to let in

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company representatives to remove your telephone or TV cable services or rental items (if you so request or have moved out); trips to open the apartment when you or any guest or occupant is missing a key; unreturned keys; missing or burned-out light bulbs; removing or rekeying unauthorized security devices or alarm systems; agreed reletting charges; removing illegally parked vehicles; special trips for trash removal caused by parked vehicles blocking dumpsters; false security-alarm charges unless due to our negligence; animal-related charges under paragraphs 4 and 24; government fees or fines against us for violation (by you, your occupants, or guests) of local ordinances relating to smoke detectors, false alarms, recycling, or other matters; late-payment and returned-check charges; a charge (not to exceed \$100) for our time and inconvenience in our lawful removal of an animal or in any valid eviction proceeding against you, plus attorney's fees, court costs, and filing fees actually paid; and other sums due under this Lease Contract.

You'll be liable to us for: (1) charges for replacing all keys and access devices referenced in paragraph 5 if you fail to return them on or before your actual move-out date; (2) accelerated rent if you have violated paragraph 29; and (3) a reletting fee if you have violated paragraph 10.

40. **DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.** In accord with Missouri law, within 30 days after the date of termination of tenancy, we shall mail to your last known address: (1) the return of the full amount of the security deposit, or (2) a written itemized statement list of the rent and/or damages for which the security deposit or any portion thereof is withheld, along with the balance of the security deposit, if any.

**Signatures, Originals and Attachments**

41. **ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, each with original signatures--one for you and one or more for us. Our rules and community policies, if any, will be attached to the Lease Contract and given to you at signing. When an Inventory and Condition form is completed, both you and we should retain a copy. The items checked below are attached to this Lease Contract and are binding even if not initialed or signed.

- Animal Addendum
- Inventory and Condition Form
- Mold Addendum
- Enclosed Garage Addendum
- Community Policies Addendum
- Lease Contract Guaranty ( \_\_\_\_\_ guaranties, if more than one)
- Notice of Intent to Move Out Form
- Parking Permit or Sticker (quantity: \_\_\_\_\_ )
- Satellite Dish or Antenna Addendum
- Asbestos Addendum (if asbestos is present)
- Lead Hazard Information and Disclosure Addendum (federal)
- Utility Addendum
- Remote Control, Card or Code Access Gate Addendum
- Lease Contract Buy-Out Agreement
- Intrusion Alarm Addendum
- Other Bed Bug/per person addend
- Other No Smoking

Name and address of locator service (if applicable)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

You have *surrendered* the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (2) all apartment keys and access devices listed in paragraph 5 have been turned in where rent is paid--whichever date occurs first.

The premises will be deemed abandoned if (1) we reasonably believe that you have vacated the premises and do not intend to return; (2) the rent is due and unpaid for thirty days; and (3) we post written notice on the premises and mail to your last known address by certified mail, return receipt requested, a notice of our belief of abandonment as per Sec. 441.065 RSMo.; and (4) you fail to pay rent or respond in writing to our notice within 10 days after the date of posting and deposit of such notice in the U.S. Mail, stating your intention not to abandon the premises.

Surrender, abandonment, or judicial eviction ends your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment; determine any security deposit deductions; and remove and dispose of any property left in the Premise in compliance with Missouri law. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 11).

**This Lease Contract contains a waiver of jury trial provision and by executing this Lease Contract you are waiving all rights you maintain to have any dispute arising out of this lease to be heard by a jury.**

You are legally bound by this document.  
Please read it carefully.

Before submitting a rental application or signing a Lease Contract, you may take a copy of these documents to review and/or consult an attorney.

Additional provisions or changes may be made in the Lease Contract if agreed to in writing by all parties.

*Resident or Residents (all sign below)*  
 \_\_\_\_\_  
 \_\_\_\_\_

*Owner or Owner's Representative (signing on behalf of owner)*  
 \_\_\_\_\_

*Address and phone number of owner's representative for notice purposes*  
**835 S. Jefferson Ave.**  
**Springfield, MO 65806**  
**(417) 865-3055**

*Date form is filled out (same as on top of page 1)*  
**06/16/2015**

**SPECIAL PROVISIONS (CONTINUED FROM PAGE 1). You must sign a renewal contract before January 31, 2015 to secure the bedroom you are currently leasing for the next year. We will rent your bed effective February 1st, 2015 if we have not received your renewal contract signed, and holding fee. You will have to vacate your bedroom effective July 24th. Rent must be paid online through the resident portal or paylease.com fees will be assessed depending on payment method. Key Fob replacement is \$100.00 per occurrence. Mail box or bedroom door key replacement is \$25.00 per occurrence. Renters insurance is required; documentation must be presented before move in and before keys are given. The market rate for this lease is \$599 per month. A concession of \$174 per month has been applied to reduce the monthly installments to \$425 per month.**



Bed Bug Addendum



Date: June 16, 2015 (when this Addendum is filled out)

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1. DWELLING UNIT DESCRIPTION. Unit. No. A-101B, 835 S. Jefferson #A-101B (street address) in Springfield (city), Missouri, 65806 (zip code).

2. LEASE CONTRACT DESCRIPTION. Lease Contract date: June 16, 2015 Owner's name: Jefferson Avenue Apartments, LLC

Residents (list all residents): Board of Governors of MSU

3. PURPOSE. This Addendum modifies the Lease Contract and addresses situations related to bed bugs (cimex lectularius) which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum.

4. INSPECTION. You agree that you: (Check one) [ ] have inspected the dwelling prior to move-in and that you did not observe any evidence of bed bugs or bed bug infestation; OR [ ] will inspect the dwelling within 48 hours after move-in/renewal and notify us of any bed bugs or bed bug infestation.

5. INFESTATIONS. You agree that you have read all of the information on this addendum about bed bugs and: (Check one) [ ] you are not aware of any infestation or presence of bed bugs in your current or previous apartments, home or dwelling. You agree that you are not aware of any bed bug infestation or presence in any of your furniture, clothing, personal property or possessions. You agree that you have not been subjected to conditions in which there was any bed bug infestation or presence. OR [ ] you agree that if you previously lived anywhere that had a bed bug infestation that all of your personal property (including furniture, clothing and other belongings) has been treated by a licensed pest control professional. You agree that such items are free of further infestation. If you disclose a previous experience of bed bug infestation, we can review documentation of the treatment and inspect your personal property and possessions to confirm the absence of bed bugs. You agree that any previous bed bug infestation which you may have experienced is disclosed here:

6. ACCESS FOR INSPECTION AND PEST TREATMENT. You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. You are responsible for and must, at your own expense, have your own personal property,

furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.

7. NOTIFICATION. You must promptly notify us: • of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property. • of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling. • if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

8. COOPERATION. If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

9. RESPONSIBILITIES. If you are the cause of the bed bug infestation or fail to comply with paragraph 6 herein or both, you may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your Premises for bed bugs and any other dwelling units infested as a result of you or your failure to notify. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the dwelling. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.

10. TRANSFERS. If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction.

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**BED BUGS - A Guide for Rental Housing Residents**

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals--their sole food source--the bugs assume a distinctly blood-red hue until digestion is complete.

**Bed bugs don't discriminate**

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanliness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

**Bed bugs don't transmit disease**

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

**Identifying bed bugs**

*Bed bugs can often be found in, around and between:*

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors
- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and

mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.

- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

**Preventing bed bug encounters when traveling**

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

**Bed bug do's and don'ts**

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.

**You are legally bound by this document. Please read it carefully.**

**Resident or Residents**  
*(All residents must sign)*

**Owner or Owner's Representative**  
*(Signs below)*

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**Date of Signing Addendum**

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*You are entitled to receive an original of this Addendum after it is fully signed. Keep it in a safe place.*

**06162015060708MO12010652**

**Board of Governors of MSU**

Missouri/National Apartment Association Official Form 13-JJ, January, 2013  
Copyright 2013, National Apartment Association, Inc.





Mold Information and Prevention Addendum



Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

1. DWELLING UNIT DESCRIPTION. Unit. No. A-101B, 835 S. Jefferson #A-101B (street address) in Springfield (city), Missouri, 65806 (zip code).

2. LEASE CONTRACT DESCRIPTION. Lease Contract date: June 16, 2015. Owner's name: Jefferson Avenue Apartments, LLC

Residents (list all residents): Board of Governors of MSU

3. ABOUT MOLD. Mold is found virtually everywhere in our environment--both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow.

4. PREVENTING MOLD BEGINS WITH YOU. In order to minimize the potential for mold growth in your dwelling, you must do the following:

- Keep your dwelling clean--particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold.
Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible.
Promptly notify us in writing about any air conditioning or heating system problems you discover.
Promptly notify us in writing about any signs of water leaks, water infiltration or mold.
Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

5. IN ORDER TO AVOID MOLD GROWTH, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth.

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;

- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

6. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine-scented), Tilex Mildew Remover or Clorox Cleanup. (Note: Only a few of the common household cleaners will actually kill mold).

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets--provided the fibers are completely dry.

7. DO NOT CLEAN OR APPLY BIOCIDES TO: (1) visible mold on porous surfaces, such as sheetrock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces. Instead, notify us in writing, and we will take appropriate action.

8. COMPLIANCE. Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

If you are the cause of the mold, water infiltration, a damp environment, or fail to comply this addendum, including, but not limited to your notice and reporting requirements set forth herein, you may be required to pay all reasonable costs for treating, repairing, and/or, replacing, all injury or damages that is a result of you causing said water infiltration, damp environment, or your failure to comply with this addendum, including, but not limited to the notice and reporting requirements set forth herein.

9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Blank lines for special provisions.

Resident or Residents (All residents must sign here)

Owner or Owner's Representative (Signs here)

Date of Lease Contract June 16, 2015





LEASE ADDENDUM
FOR REMOTE CONTROL, CARD, OR CODE ACCESS GATE



1. Dwelling Unit Description. Unit. No. A-101B, 835 S. Jefferson #A-101B (street address) in Springfield (city), Missouri, 65806 (zip code).

2. Lease Contract Description. Lease Contract date: June 16, 2015. Owner's name: Jefferson Avenue Apartments, LLC

Residents (list all residents): Board of Governors of MSU

To the extent any terms of this addendum conflict with the Lease Contract, the terms of this addendum are controlling.

3. Remote control/cards/code for gate access. Remote control for gate access. Each person who is 18 years of age or older and listed as a resident on the lease will be given a remote control at no cost to use during his or her residency.

Cards for gate access. Each person who is 18 years of age or older and listed as a resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or your children or other occupants will require a \$100.00 non-refundable fee.

Code for gate access. Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency. We may change the access code at any time and will notify you of any such changes.

4. Damaged, lost or unreturned remote controls, cards or code changes. If a remote control is lost, stolen or damaged, a \$ fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$ deduction from the security deposit.

If a card is lost, stolen or damaged, a \$100.00 fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a \$ deduction from the security deposit.

We may change the code(s) at any time and notify you accordingly.

5. Report damage or malfunctions. Please immediately report to the office any malfunction or damage to gates, fencing, locks or related equipment.

6. Follow written instructions. We ask that you and all other occupants read the written instructions that have been furnished to you regarding the access gates. This is important because if the gates are damaged by you or your family, guest or invitee through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

7. Personal injury and/or personal property damage. Except as specifically required by law, we have no duty to maintain the gates and cannot guaranty against gate malfunctions. We make no representations or guarantees to you concerning security of the community. Any measures, devices, or activities taken by us are solely for the benefit of us and for the protection of our property and interests, and any benefit to you of the same is purely incidental. Anything mechanical or electronic is subject to malfunction. Fencing, gates or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur.

Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and law enforcement agencies. You should first call 911 or other appropriate emergency police numbers if a crime occurs or is suspected. We are not liable to any resident, family member, guest, occupant or invitee for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates and/or pedestrian access gates. We reserve the right to modify or eliminate security systems other than those statutorily required. You will be held responsible for the actions of any persons to whom you provide access to the community.

- 8. Rules in using vehicle gates. Always approach entry and exit gates with caution and at a very slow rate of speed. Never stop your car where the gate can hit your vehicle as the gate opens or closes. Never follow another vehicle into an open gate. Always use your card to gain entry. Report to management the vehicle license plate number of any vehicle that piggybacks through the gate. Never force the gate open with your car. Never get out of your vehicle while the gates are opening or closing. If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage. Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes. If you lose your card, please contact the management office immediately. Do not give your card or code to anyone else. Do not tamper with gate or allow your occupants to tamper or play with gates.

9. Special Provisions. The following special provisions control over conflicting provisions of this printed form:

Blank lines for special provisions.

Resident or Residents [All residents must sign here]

Owner or Owner's Representative [signs here]

Date of Lease Contract

June 16, 2015



NO-SMOKING ADDENDUM

Date: June 16, 2015 (when this Addendum is filled out)



All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the dwelling community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

1. Dwelling Unit Description. Apt. No. A-101B, 835 S. Jefferson #A-101B (street address) in Springfield (city), Missouri, 65806 (zip code).

2. Lease Contract Description Lease Contract date: June 16, 2015 Owner's name: Jefferson Avenue Apartments, LLC

Residents (list all residents): Board of Governors of MSU

3. Smoking Anywhere Inside Buildings of the Dwelling Community is Strictly Prohibited. All forms and use of lighted or burning tobacco products and smoking of tobacco products inside any dwelling, building, or interior of any portion of the dwelling community is strictly prohibited.

The prohibition on use of any lighted or burning tobacco products or smoking of any tobacco products extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the dwelling community.

Smoking Outside Buildings of the Dwelling Community. Smoking is permitted only in specially designated areas outside the buildings of the dwelling community.

Smoking on balconies, patios, and limited common areas attached to or outside of your dwelling is not permitted.

The following outside areas of the community may be used for smoking: Smoking fines of \$100.00 per occurrence will be charged for any violation. Possible eviction could be filed.

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the dwellings or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests.

4. Your Responsibility for Damages and Cleaning. You are responsible for payment of all costs and damages to your dwelling, other residents' dwellings, or any other portion of the dwelling community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this addendum.

dwelling or building is in excess of normal wear and tear in our smoke free dwelling community.

5. Your Responsibility for Loss of Rental Income and Economic Damages Regarding Other Residents. You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwellings, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

6. Definition of Smoking. Smoking refers to any use or possession of a cigar, cigarette, or pipe containing tobacco or a tobacco product while that tobacco or product is burning, lighted, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product.

7. Lease Contract Termination for Violation of the Addendum. We have the right to terminate your Lease Contract or right of occupancy of the dwelling for any violation of this No-Smoking Addendum.

8. Extent of Your Liability for Losses Due to Smoking. Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum.

9. Your Responsibility for Conduct of Occupants, Family Members, and Guests. You are responsible for communicating this community's no-smoking policy and for ensuring compliance with this addendum by your occupants, family, guests, and invitees.

10. There Is No Warranty of a Smoke Free Environment. Although we prohibit smoking in all interior parts of the dwelling community, there is no warranty or guaranty of any kind that your dwelling or the dwelling community is smoke free.

This is an important and binding legal document. By signing this addendum you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the dwelling.

- Neither you nor anyone who will be living in the dwelling is a smoker.
Someone in my household is a smoker; however, we agree to follow your no-smoking policy.

Resident or Residents [All residents must sign here]

Owner or Owner's Representative [Sign here]

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**Addendum to Lease Agreement for The Jefferson Avenue Apartments**

This addendum will supersede the agreement between The Board of Governors of Missouri State University (“MSU”) and The Jefferson Avenue Apartments for Unit A-101B for the following items.

- **Paragraph 2 – Occupants**
  - The unit that is leased by The Board of Governors of Missouri State University (“MSU”) will be occupied by MSU visiting scholars and exchange visitors. The Board of Governors of Missouri State University (“MSU”) will not be required to notify The Jefferson Avenue Apartments when those occupying the unit change.
  
- **Paragraph 28 – Replacements and Subletting**
  - The Jefferson Avenue Apartments acknowledges that the unit that is leased by The Board of Governors of Missouri State University (“MSU”) will have occupants that change out over the course of the lease agreement. The Board of Governors of Missouri State University (“MSU”) will not be required to notify The Jefferson Avenue Apartments when occupants of the unit that they lease change and will not require consent from The Jefferson Avenue Apartments for those changes. MSU may sublease the property to its visiting scholars and exchange faculty at its discretion.

**Signatures**

\_\_\_\_\_

The Board of Governors of Missouri State University (“MSU”)

\_\_\_\_\_

Date

\_\_\_\_\_

Owner or Owners Representative

\_\_\_\_\_

Date

MISSOURI STATE UNIVERSITY

III.G.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>
Amber Abernathy	Assistant Professor Psychology	\$52,000 annually	08/10/15
Amir Behzadan	Associate Professor Technology & Construction Management	\$85,000 annually	08/10/15
Mahua Biswas	Assistant Professor Physics, Astronomy & Materials Science	\$60,000 annually	08/10/15
Nebil Buyurgan	Associate Professor Technology & Construction Management	\$95,000 annually	08/10/15
Bret Cormier	Assistant Professor Counseling, Leadership & Special Education	\$55,000 annually	08/10/15
Wesley Friske	Assistant Professor Marketing	\$115,000 annually	08/10/15
Lacy Hobbs	Assistant Professor Agriculture	\$58,000 annually	08/10/15
Amy Hulme	Assistant Professor Biomedical Sciences	\$55,000 annually	08/10/15
Melissa Penkalski	Assistant Professor Nursing	\$58,000 annually	08/10/15
James Stein	Associate Professor Biomedical Sciences	\$106,364 annually	08/10/15

Academic Personnel Board Actions, cont'd.

Page 2

Fei Wang	Assistant Professor Chemistry	\$55,000 annually	08/10/15
Zhiguo Yang	Assistant Professor Computer Information Systems	\$115,000 annually	08/10/15

**UNRANKED FACULTY APPOINTMENTS (Term):**

<u>Name</u>	<u>Position-Department</u>	<u>Salary</u>	<u>Effective</u>
Helena De la Hoz De la Hoz	Instructor Chemistry	\$35,000 annually	08/10/15 05/13/16
Alisha Jones	Clinical Assistant Professor Nursing	\$58,000 annually	08/10/15 05/13/16
Holly Metcalf	Clinical Assistant Professor Communication Sciences & Disorders	\$43,000 annually	08/10/15 05/13/16
Jacob Nelson	Instructor Technology & Construction Management	\$70,000 annually	08/10/15 05/13/16
Marrie Ochieng	Instructor Art & Design	\$42,000 annually	08/10/15 05/13/16
Lisa Reece	Instructor Chemistry	\$40,000 annually	08/10/15 05/13/16
William Wedenoja	Professor Sociology & Anthropology (50% appointment)	\$41,587 annually	08/10/15 05/13/15

(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>
Bela Bodo	Associate Professor History	05/15/15
William Donoher	Department Head Management Associate Professor Management	05/15/15
Grant Saltzgaber	Visiting Instructor Physics, Astronomy & Materials Science	05/15/15
Bethany Walker	Professor History	05/15/15

**RETIREMENTS:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Nancy Keith	Professor Marketing	05/15/15
Anthony Keller	Associate Professor School of Accountancy	05/15/15
Maria Michalczyk	Associate Professor Art & Design	05/15/15
Belva Prather	Associate Director of Bands Music Professor Music	05/15/15
John Satzinger	Professor Computer Information Systems	05/15/15
Debra Savinske	Clinical Assistant Professor Nursing	05/15/15

Robert Watson	Professor Counseling, Leadership & Special Education	05/15/15
David Byrd	Professor School of Accountancy	12/11/15
Mary Chin	Senior Instructor Marketing	12/11/15
James Cofer	Professor Marketing	12/11/15
Bradley Fisher	Professor Psychology	05/13/16

**NON-REAPPOINTMENTS:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Spencer Harris	Visiting Professor Communication	05/15/15
Michael LaMontagne	Visiting Assistant Professor Biology	05/15/15
Thomas Ringenberg	Visiting Instructor Political Science	05/15/15

**SABBATICALS:**

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

Susan Crain                      Associate Professor, Finance & General Business  
 Fall 2015  
 “Focus specifically on option expiration dates. The primary method of analysis is an examination of price clustering around strike prices on option expiration dates which will then be compared to clustering behavior on non-expiration dates in the same markets. A secondary model will focus on volatility of prices in the days surrounding option expiration.”

Carol Miller	Distinguished Professor, Finance & General Business Fall 2015 “Examine two emerging business models – private B Corp certification and statutory Benefit Corporations and how they include environmental sustainability and social justice practices in the corporate framework.”
Yingcai Su	Professor, Mathematics Fall 2015 “Effects of missing data in repeated measurements and statistical inferential problems for random fields.”
Chih-Cheng Chang	Professor, Finance & General Business Spring 2016 “To study the operating characteristics and performance of target-date mutual funds in the U.S. during the past 15 years.”
Melida Gutierrez	Professor, Geography, Geology & Planning Spring 2016 “Soil contamination of Aurora MO (historic mining town) based on the spatial distribution of metal contaminants.”
Stanley Leasure	Associate Professor, Finance & General Business Spring 2016 “(1) conduct an empirical study of the experiences of actual commercial mediation participants; (2) evaluate the resulting experiential data; and (3) advance reasoned conclusions with respect to the significant unresolved questions in commercial mediation.”
Kishor Shah	Professor, Mathematics Spring 2016 “Integral closures.”
Nikolay Gerasimchuk	Professor, Chemistry Fall 2016 “Characterization of Metallo-cyanoximates in Solid State: Structural and Electrical Conductivity Studies.”



**CHANGE OF STATUS:**

<u>Name</u>	<u>Position-Department</u>	<u>Action</u>	<u>Effective</u>
Dennis Kear	From: Professor Reading, Foundations & Technology To: Faculty Emeritus Reading, Foundations & Technology	Change of Status	05/01/15
Jorge Rebaza-Vasquez	From: Professor Mathematics \$67,940 annually To: Associate Dean College of Natural & Applied Sciences Professor Mathematics \$67,940 annually (\$2,000 monthly supplemental)	Change of Status & Salary Adjustment	06/01/15 06/30/17
Eric Steinle	From: Associate Professor Chemistry \$59,658 annually To: Associate Dean College of Natural & Applied Sciences Associate Professor Chemistry \$59,658 annually (\$2,000 monthly supplemental)	Change of Status & Salary Adjustment	06/01/15
Xingping Sun	From: Associate Dean College of Natural & Applied Sciences Professor Mathematics \$76,664 annually (\$2,000 monthly supplemental) To: Professor Mathematics \$76,664 annually	Change of Status & Salary Adjustment	06/01/15

Academic Personnel Board Actions, cont'd.

Page 7

Rebecca Allen	Instructor Biomedical Sciences (12 month appointment) From: \$40,487 annually To: \$45,361 annually	Salary Adjustment	07/01/15
David Cornelison	Department Head Physics, Astronomy & Materials Science Professor Physics, Astronomy & Materials Science From: \$117,976 annually To: \$119,556 annually	Continuation of Appointment & Salary Adjustment	07/01/15
Ronald Coulter	Department Head Marketing Interim Department Head Merchandising & Fashion Design Professor Marketing \$132,001 annually (\$7,500 annual supplemental)	Continuation of Appointment	07/01/15 06/30/16
Todd Daniel	Instructor College of Health & Human Services (12 month appointment) From: \$42,240 annually To: \$47,680 annually	Salary Adjustment	07/01/15
Karen Engler	Clinical Professor Communication Sciences & Disorders From: \$68,563 annually To: \$69,563 annually	Salary Adjustment	07/01/15

Academic Personnel Board Actions, cont'd.

Page 8

Hillary Mayes	Instructor College of Health & Human Services (12 month appointment) From: \$50,918 annually To: \$53,918 annually	Salary Adjustment	07/01/15
Sarah McCallister	Department Head Kinesiology Professor Kinesiology From: \$105,239 annually To: \$106,239 annually	Salary Adjustment	07/01/15
Mary Pardue	From: Professor Media, Journalism & Film \$66,844 annually To: Department Head Media, Journalism & Film Professor Media, Journalism & Film \$90,000 annually	Change of Status & Salary Adjustment	07/01/15
Kent Ragan	Department Head Finance & General Business Professor Finance & General Business \$140,343 annually	Continuation of Appointment	07/01/15 06/30/18
Pamela Sailors	Associate Dean College of Humanities & Public Affairs Professor Philosophy From: \$109,427 annually To: \$114,427 annually	Salary Adjustment	07/01/15

Academic Personnel Board Actions, cont'd.

Page 9

Christine Sudbrock	Instructor Agriculture (12 month appointment) From: \$47,520 annually To: \$48,520 annually	Salary Adjustment	07/01/15
Thomas Tomasi	Associate Dean Graduate College Professor Biology From: \$104,896 annually To: \$110,000 annually	Salary Adjustment	07/01/15
Samantha Warner	Instructor Agriculture From: \$45,000 annually To: \$46,000 annually	Salary Adjustment	07/01/15
John Williams	Director School of Accountancy Associate Professor School of Accountancy \$137,924 annually From: Associate Professor Psychology To: Faculty Emeritus Psychology	Continuation of Appointment	07/01/15 06/30/18
Carol Gosselink	From: Associate Professor Psychology To: Faculty Emeritus Psychology	Change of Status	08/01/15
Hye-Jung Hong	Associate Professor Music From: \$51,450 annually To: \$54,490 annually	Salary Adjustment	08/01/15
Nancy Keith	From: Professor Marketing To: Faculty Emeritus Marketing	Change of Status	08/01/15

Academic Personnel Board Actions, cont'd.

Page 10

Anthony Keller	From: Associate Professor Accountancy To: Faculty Emeritus Accountancy	Change of Status	08/01/15
Carol Maples	Associate Professor Theatre & Dance From: \$54,949 annually To: \$56,949 annually	Salary Adjustment	08/01/15
Belva Prather	From: Associate Professor of Bands Music Professor Music To: Faculty Emeritus Music	Change of Status	08/01/15
John Satzinger	From: Professor Computer Information Systems To: Faculty Emeritus Computer Information Systems	Change of Status	08/01/15
Shujun Su	From: Professor Chemistry To: Faculty Emeritus Chemistry	Change of Status	08/01/15
Pamela Trewatha	From: Professor Agriculture To: Faculty Emeritus Agriculture	Change of Status	08/01/15
Robert Watson	From: Professor Counseling, Leadership & Special Education To: Faculty Emeritus Counseling, Leadership & Special Education	Change of Status	08/01/15

Academic Personnel Board Actions, cont'd.

Page 11

William Wedenoja	From: Professor Sociology & Anthropology To: Faculty Emeritus Sociology & Anthropology	Change of Status	08/01/15
Jamaine Abidogun	Professor History From: \$61,547 annually To: \$64,547 annually	Salary Adjustment	08/10/15
Amy Artman	Instructor Religious Studies From: \$30,450 annually To: \$31,450 annually	Salary Adjustment	08/10/15
Holly Baggett	Professor History From: \$65,920 annually To: \$67,920 annually	Salary Adjustment	08/10/15
Sarah Barber	Clinical Assistant Professor Communication Sciences & Disorders From: \$43,561 annually To: \$48,561 annually	Salary Adjustment	08/10/15
Samuel Bass	Instructor School of Accountancy From: \$37,826 annually To: \$40,000 annually	Salary Adjustment	08/10/15
Nick Beatty	Instructor Political Science From: \$33,792 annually To: \$40,000 annually	Salary Adjustment	08/10/15
Patti Blanton	Instructor Mathematics From: \$36,864 annually To: \$37,864 annually	Salary Adjustment	08/10/15

Academic Personnel Board Actions, cont'd.

Page 12

Michelle Bowe	Instructor Biology From: \$37,083 annually To: \$38,083 annually	Salary Adjustment	08/10/15
Michael Boyle	Instructor Philosophy From: \$40,320 annually To: \$41,320 annually	Salary Adjustment	08/10/15
Robert Brown	Instructor Mathematics From: \$34,621 annually To: \$36,121 annually	Salary Adjustment	08/10/15
Sara Burge	Instructor English From: \$33,551 annually To: \$35,351 annually	Salary Adjustment	08/10/15
Melissa Burnett	Professor Marketing From: \$106,110 annually To: \$110,000 annually	Salary Adjustment	08/10/15
Edwin Carawan	Professor Modern & Classical Languages From: \$70,387 annually To: \$75,387 annually	Salary Adjustment	08/10/15
Anne Colombo	Instructor Modern & Classical Languages From: \$36,757 annually To: \$39,357 annually	Salary Adjustment	08/10/15
Christine Combs	Instructor Childhood Education & Family Studies From: \$38,895 annually To: \$41,250 annually	Salary Adjustment	08/10/15

Academic Personnel Board Actions, cont'd.

Page 13

Michael Dale	Instructor Management From: \$37,965 annually To: \$40,000 annually	Salary Adjustment	08/10/15
Keith Ekstam	Professor Art & Design From: \$73,293 annually To: \$78,293 annually	Salary Adjustment	08/10/15
Mark Ellickson	Professor Political Science From: \$69,954 annually To: \$70,954 annually	Salary Adjustment	08/10/15
Sarah Evans	Instructor Computer Information Systems From: \$36,757 annually To: \$38,757 annually	Salary Adjustment	08/10/15
Lyle Foster	Instructor Sociology & Anthropology From: \$42,240 annually To: \$43,440 annually	Salary Adjustment	08/10/15
Cynthia Freeman	Instructor Childhood Education & Family Studies From: \$39,697 annually To: \$41,250 annually	Salary Adjustment	08/10/15
Terrell Galloway	Professor Economics From: \$83,477 annually To: \$85,477 annually	Salary Adjustment	08/10/15
Richard Garrad	Professor Biomedical Sciences From: \$79,422 annually To: \$81,422 annually	Salary Adjustment	08/10/15



Academic Personnel Board Actions, cont'd.

Page 14

Kartik Ghosh	Professor Physics, Astronomy & Materials Science From: \$75,564 annually To: \$76,564 annually	Salary Adjustment	08/10/15
Hugh Gibson	Associate Professor Kinesiology From: \$60,761 annually To: \$61,761 annually	Salary Adjustment	08/10/15
Stacy Goddard	Instructor Kinesiology From: \$36,960 annually To: \$40,000 annually	Salary Adjustment	08/10/15
Brenda Goodwin	Assistant Professor Kinesiology From: \$52,438 annually To: \$53,438 annually	Salary Adjustment	08/10/15
Carolyn Graves	Clinical Instructor Nursing From: \$52,253 annually To: \$54,453 annually	Salary Adjustment	08/10/15
Melida Gutierrez	Professor Geography, Geology, & Planning From: \$71,243 annually To: \$76,243 annually	Salary Adjustment	08/10/15
Sharon Harper	Professor Art & Design From: \$66,113 annually To: \$71,113 annually	Salary Adjustment	08/10/15
Kirsten Hatz	Senior Instructor Kinesiology From: \$38,489 annually To: \$42,500 annually	Salary Adjustment	08/10/15

Academic Personnel Board Actions, cont'd.

Page 15

Vickie Haynes	Instructor Childhood Education & Family Studies From: \$39,697 annually To: \$41,250 annually	Salary Adjustment	08/10/15
Earl Holmer	Senior Instructor English From: \$38,309 annually To: \$39,309 annually	Salary Adjustment	08/10/15
Lyon Hough	Assistant Professor Biomedical Sciences From: \$54,810 annually To: \$56,810 annually	Salary Adjustment	08/10/15
Kathy Hughes	Instructor Biology From: \$34,422 annually To: \$35,922 annually	Salary Adjustment	08/10/15
Michelle Hulett	Senior Instructor Computer Information Systems From: \$40,269 annually To: \$42,769 annually	Salary Adjustment	08/10/15
Gary Iman	Instructor Communication From: \$36,236 annually To: \$39,336 annually	Salary Adjustment	08/10/15
Andrew Johnson	Associate Professor Philosophy From: \$54,934 annually To: \$55,934 annually	Salary Adjustment	08/10/15
Rajeev Kaula	Professor Computer Information Systems From: \$102,818 annually To: \$107,818 annually	Salary Adjustment	08/10/15

Academic Personnel Board Actions, cont'd.

Page 16

Michael Keltner	Instructor Kinesiology From: \$36,349 annually To: \$40,000 annually	Salary Adjustment	08/10/15
Pedro Koo	Associate Professor Modern & Classical Languages From: \$56,675 annually To: \$59,175 annually	Salary Adjustment	08/10/15
Roberta Lowe	Instructor Art & Design From: \$37,846 annually To: \$39,346 annually	Salary Adjustment	08/10/15
Larry Mays	Instructor Kinesiology From: \$35,923 annually To: \$40,000 annually	Salary Adjustment	08/10/15
Stephen McIntyre	Professor History From: \$65,920 annually To: \$67,920 annually	Salary Adjustment	08/10/15
Cynthia McMeley	Instructor Childhood Education & Family Studies From: \$39,697 annually To: \$42,041 annually	Salary Adjustment	08/10/15
Kyle Miller	Instructor History From: \$41,412 annually To: \$43,212 annually	Salary Adjustment	08/10/15
David Mitchell	Professor Economics From: \$80,942 annually To: \$82,942 annually	Salary Adjustment	08/10/15

Academic Personnel Board Actions, cont'd.

Page 17

Taleyna Morris	Instructor Communication From: \$35,525 annually To: \$39,325 annually	Salary Adjustment	08/10/15
Martin Morrison	Instructor Music From: \$36,540 annually To: \$39,340 annually	Salary Adjustment	08/10/15
Sarah Murray	Senior Instructor Biomedical Sciences From: \$41,731 annually To: \$43,731 annually	Salary Adjustment	08/10/15
Jennifer Murvin	Senior Instructor English From: \$36,088 annually To: \$40,088 annually	Salary Adjustment	08/10/15
Jeremy Neely	Instructor History From: \$42,427 annually To: \$43,527 annually	Salary Adjustment	08/10/15
Richard Neumann	Senior Instructor English From: \$41,258 annually To: \$42,358 annually	Salary Adjustment	08/10/15
Pauline Nugent	Professor Modern & Classical Languages From: \$68,010 annually To: \$70,510 annually	Salary Adjustment	08/10/15
Grant Peters	Professor Music From: \$68,403 annually To: \$73,403 annually	Salary Adjustment	08/10/15

Academic Personnel Board Actions, cont'd.

Page 18

Courtney Pham	Instructor Marketing From: \$37,826 annually To: \$39,948 annually	Salary Adjustment	08/10/15
John Prescott	Professor Music From: \$75,951 annually To: \$80,951 annually	Salary Adjustment	08/10/15
Jennifer Pursley	Instructor Mathematics From: \$34,817 annually To: \$36,317 annually	Salary Adjustment	08/10/15
Yuhua Qiao	Professor Political Science From: \$69,055 annually To: \$71,055 annually	Salary Adjustment	08/10/15
John Rabon	Instructor Economics From: \$41,412 annually To: \$42,412 annually	Salary Adjustment	08/10/15
Jorge Rebaza-Vasquez	Professor Mathematics From: \$67,940 annually To: \$71,940 annually	Salary Adjustment	08/10/15
Lori Rogers	Senior Instructor English From: \$36,953 annually To: \$39,953 annually	Salary Adjustment	08/10/15
Christina Ryder	Instructor Sociology & Anthropology From: \$30,000 annually To: \$30,599 annually	Salary Adjustment	08/10/15

Academic Personnel Board Actions, cont'd.

Page 19

Hillary Roberts	Senior Instructor Biomedical Sciences From: \$44,835 annually To: \$45,835 annually	Salary Adjustment	08/10/15
Caryn Saxon	Instructor Criminology & Criminal Justice From: \$40,600 annually To: \$41,800 annually	Salary Adjustment	08/10/15
Allen Schaefer	Professor Marketing From: \$108,143 annually To: \$110,000 annually	Salary Adjustment	08/10/15
Charles Scott	Assistant Professor Economics From: \$66,483 annually To: \$67,483 annually	Salary Adjustment	08/10/15
Sharmistha Self	Professor Economics From: \$80,941 annually To: \$82,941 annually	Salary Adjustment	08/10/15
Pat Sells	Instructor Marketing From: \$38,895 annually To: \$40,895 annually	Salary Adjustment	08/10/15
Ralph Shain	Associate Professor Philosophy From: \$55,725 annually To: \$55,946 annually	Salary Adjustment	08/10/15
Carolyn Shand-Hawkins	Instructor Mathematics From: \$36,028 annually To: \$37,028 annually	Salary Adjustment	08/10/15

Academic Personnel Board Actions, cont'd.

Page 20

Harry Shea	Instructor Computer Science From: \$38,792 annually To: \$39,792 annually	Salary Adjustment	08/10/15
Jason Shepard	Instructor Sociology & Anthropology From: \$28,420 annually To: \$29,420 annually	Salary Adjustment	08/10/15
Donna Sherrill	Senior Instructor Mathematics From: \$38,585 annually To: \$39,585 annually	Salary Adjustment	08/10/15
Carol Shoptaugh	Professor Psychology From: \$83,896 annually To: \$88,896 annually	Salary Adjustment	08/10/15
Linda Sun	Instructor Mathematics From: \$35,126 annually To: \$36,626 annually	Salary Adjustment	08/10/15
Rose Utley	Professor Nursing From: \$72,349 annually To: \$82,349 annually	Salary Adjustment	08/10/15
Cathy VanLanduyt	Senior Instructor Computer Information Systems From: \$39,284 annually To: \$42,269 annually	Salary Adjustment	08/10/15
Kimberly Van Ornum	Instructor Mathematics From: \$33,792 annually To: \$35,449 annually	Salary Adjustment	08/10/15

Academic Personnel Board Actions, cont'd.

Page 21

J. Dane Wallace	Instructor Modern & Classical Languages From: \$35,525 annually To: \$39,325 annually	Salary Adjustment	08/10/15
Heather Walters	Instructor Communication From: \$38,649 annually To: \$39,445 annually	Salary Adjustment	08/10/15
Bruce West	Professor Art & Design From: \$74,085 annually To: \$79,085 annually	Salary Adjustment	08/10/15
Cameron Wickham	Professor Mathematics From: \$74,590 annually To: \$79,590 annually	Salary Adjustment	08/10/15
Gina Wood	Instructor Childhood Education & Family Studies From: \$41,566 annually To: \$42,566 annually	Salary Adjustment	08/10/15
David Byrd	From: Professor School of Accountancy To: Faculty Emeritus School of Accountancy	Change of Status	02/01/16

**REAPPOINTMENTS:**

Non-tenured, unranked faculty, effective August 10, 2015 through May 13, 2016, unless otherwise noted.

COLLEGE OF BUSINESS

School of Accountancy

Samuel Bass

Michael Hammond

Julia Ravenscraft

Instructor

Senior Instructor

Instructor



Department of Marketing

Mary Chin

Senior Instructor

Department of Technology & Construction Management

Marciann Patton

Senior Instructor

Nancy Asay

Senior Instructor

COLLEGE OF HEALTH & HUMAN SERVICES

Department of Nursing

Kathryn Adams

Clinical Instructor

Department of Physician Assistant Studies

Sharon Giboney

Clinical Assistant Professor  
(07/01/15-06/30/16)

COLLEGE OF HUMANITIES & PUBLIC AFFAIRS

Center for Archeological Research

Neal H. Lopinot

Director/Research Professor  
(07/01/15-06/30/16)

Jack Ray

Assistant Director/Asst Research  
Professor  
(07/01/15-06/30/16)

Department of Criminology & Criminal Justice

Diane Leamy

Senior Instructor

Paula Rector

Senior Instructor

Caryn Saxon

Instructor

Ivy Yarckow-Brown

Senior Instructor

Department of Defense & Strategic Studies

Andrei Shoumikhin

Instructor

Department of History

Serdar Poyraz

Visiting Assistant Professor

Edward Gutting

Instructor

Department of Sociology & Anthropology

Jason Shepard

Instructor  
(75% appointment)

Christina Ryder

Instructor  
(75% appointment)

Department of Religious Studies

Amy Artman

Instructor

COLLEGE OF NATURAL & APPLIED SCIENCE

Department of Biology

Laura Bowe

Instructor

Myra Hughes

Instructor

Department of Geography, Geology & Planning

Damon Bassett

Senior Instructor

Deborah Corcoran

Senior Instructor

Linnea Iantria

Senior Instructor

Department of Chemistry

Brian High

Senior Instructor

Jordan Valley Innovation Center

A. Steve Younger

Research Professor  
(07/01/15-06/30/16)  
(75% Appointment)

Department of Mathematics

Patti Blanton

Instructor

Robert Brown

Instructor

Roger Bunn

Instructor

Sylvia Carr

Instructor

Pamela Henson

Senior Instructor

Jennifer Pursley

Instructor

Carolyn Shand-Hawkins

Instructor

Donna Sherrill

Senior Instructor

Gary Stafford

Senior Instructor

Linda Sun  
Kimberly Van Ornum

Instructor  
Instructor

DARR SCHOOL OF AGRICULTURE

Samantha Warner  
Christine Sudbrock  
Susan Webb

Instructor  
(07/01/15-06/30/16)  
Instructor  
(07/01/15-06/30/16)  
Senior Instructor  
(07/01/15-06/30/16)

LIBRARY SCIENCE

William Edgar

Clinical Associate Professor  
(07/01/15-06/30/16)

**GRANTED TENURE:**

(Effective August 10, 2015, unless otherwise noted)

COLLEGE OF ARTS & LETTERS

Department of English  
Lanya Lamouria

Assistant Professor

LIBRARY SCIENCE

Andrea Miller

Assistant Professor  
(07/01/15)

**PROMOTIONS:**

**Change of academic rank (new rank indicated)**

(Effective August 10, 2015 unless otherwise noted)

COLLEGE OF ARTS & LETTERS

Department of English  
Lanya Lamouria

Associate Professor

Department of Music

Jeremy Chesman

Professor  
(07/01/15)

COLLEGE OF BUSINESS

Department of Management

Joyce Lopez

Senior Instructor

Glenn Pace

Senior Instructor

Philip Rothschild

Associate Professor

COLLEGE OF HEALTH & HUMAN SERVICES

Department of Physical Therapy

Barbara Robinson

Professor  
(07/01/15)

Department of Sports Medicine & Athletic Training

Tona Hetzler

Professor  
(07/01/15)

COLLEGE OF NATURAL & APPLIED SCIENCES

Department of Biology

Laura Bowe

Senior Instructor

Department of Mathematics

Patti Blanton

Senior Instructor

LIBRARY SCIENCE

Andrea Miller

Associate Professor  
(07/01/15)

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

**COMMENTS:**

**Amber Abernathy, Assistant Professor, Psychology**

Ph.D. Oklahoma State University, 2015

M.S. Oklahoma State University, 2012

B.A. Oklahoma State University, 2010

Experience: 2010 – present, Graduate Student Instructor, Oklahoma State University; 2012 – present, Curriculum Assessment Committee Member, Oklahoma State University; Summer 2013 and 2014, Summer Science Academy Counselor, Oklahoma State University.

**Amir Behzadan, Associate Professor, Technology & Construction Management**

Ph.D. University of Michigan, 2008

M.E. University of Michigan, 2005

B.Eng. Sharif University of Technology, 2003

Experience: 2009 – present, Assistant Professor, University of Central Florida, Orlando, Florida; 2008 – 2009, Assistant Professor, New York City College of Technology, Brooklyn, New York; 2008, Post-Doctoral Researcher, University of Michigan, Ann Arbor, Michigan; 2005 – 2008, Research Assistant, University of Michigan, Ann Arbor, Michigan; 2003 – 2004, Investment Analyst, IFIC, Tehran, Iran; 2000 – 2003, Site Engineer, SETEC Batiment, Tehran, Iran.

**Mahua Biswas, Assistant Professor, Physics, Astronomy & Materials Science**

Ph.D. Dublin City University, 2010

B.Tech. West Bengal University of Technology, 2006

Experience: 2013 – present, Post-doctoral Appointee, Argonne National Lab; 2010 – 2012, Adjunct Assistant Professor, City University of New York, New York City; 2010 – 2011, Post-doctoral Research Associate, New Jersey Institute of Technology; 2006 – 2009, Instructor of Physics Laboratory, Dublin City University, Dublin, Ireland.

**Nebil Buyurgan, Associate Professor, Technology & Construction Management**

Ph.D. University of Missouri, Rolla, 2004

M.S. University of Missouri, Rolla, 2000

B.S. Istanbul Technical University, 1998

Experience: 2013 – present, Chair, Industrial Engineering Program, Quinnipiac University, Hamden, Connecticut; 2013 – present, Associate Professor, Quinnipiac University; 2010 – 2013, Associate Professor, University of Arkansas, Fayetteville, Arkansas; 2009 – 2013, Chair, Undergraduate Studies Committee, University of Arkansas; 2009 – 2013, ABET Coordinator, University of Arkansas; 2004 – 2010, Assistant Professor, University of Arkansas; 2004 – 2013, Director, AT&T RFID and Material Handling Laboratory, University of Arkansas; 2004 – 2010, Director, AT&T Automation Laboratory, University of Arkansas; 2000 – 2004, Graduate Teaching Assistant, University of Missouri-Rolla, Rolla, Missouri; 1998 – 2000, Graduate Research Assistant, University of Missouri-Rolla.

**Bret Cormier, Assistant Professor, Counseling, Leadership, & Special Education**

Ed.D. University of Texas at Austin, 2009

M.Ed. Southwest Texas State University, 2001

B.A. Park University, 1994

Experience: 2011 – present, Assistant Professor, Kentucky State University, Frankfort, Kentucky; 2010 – 2011, Adjunct Professor, University of the Cumberlands, Williamsburg, Kentucky; 2009 – 2011, Senior Research Specialist, SureScore, Inc., Austin, Texas; 2008 and 2009, Summer School Principal, Stony Point High School, Round Rock, Texas; 2006 – 2009, Assistant Principal, Stony Point High School; 2005 – 2006, RKG Grant Project Facilitator, Office of the Associate Superintendent of North Elementary Schools, Austin, Texas; 2004 – 2005, Consultant Member of Knowledge Assessment Team, Stupski Foundation & University of Texas at Austin Partnership, Mill Valley, California; 2004, Consultant, Texas Association of School Boards, Austin Texas; 2003 – 2005, Vice Principal, Mountain Valley School, New Braunfels, Texas.

**Wesley Friske, Assistant Professor, Marketing**

Ph.D. Texas Tech University, 2014

M.B.A. West Texas A&M University, 2010

B.A. Montana State University, 2006

Experience: 2012 – present, Reviewer, Electronic Commerce Research and Applications; 2014, Academy of Marketing Science Annual Conference: Creating Marketing Flow; 2012, Society for Marketing Advances Annual Conference: Tourism, Hospitality, Music, And Sports Marketing Track; 2013, Guest Lecturer, Texas Tech University, Lubbock, Texas; 2013, Instructor, Texas Tech University; 2010 – 2011, Instructor, West Texas A&M University, Canyon, Texas; 2006 -2007, English Teacher, Bozeman High School, Bozeman, Montana.

**Lacy Hobbs, Assistant Professor, Agriculture**

D.V.M. University of Missouri, 2008

B.S. Missouri State University, 2004

Experience: 2010 - present, Relief Veterinarian, Animal Care Clinic, Bolivar, Missouri; 2013 – present, Relief Veterinarian, Anderson Animal Hospital, Anderson, Missouri; 2010 – 2011, Relief Veterinarian, Central Pet Care, Carthage, Missouri; 2014 & 2015, Per Course Instructor, Missouri State University; 2008 – 2009, Associate Veterinarian, Oak View Animal Clinic, Pea Ridge, Arkansas; 2007 – 2008, External Theriogenology Elective, Drexel Veterinary Clinic and Herman Veterinary Clinic; 2006, 2007 & 2008, HOPE Project, Spay & Neuter Clinic, Kansas City, Missouri; 2005 & 2006, RAVS (Rural Area Veterinary Service) Humane Society of United States; 2003 – 2004, Veterinary Assistant, Emergency Veterinary Clinic, Springfield, Missouri; 1999 - 2004, Veterinary Assistant, Anderson Animal Hospital, Anderson, Missouri.

**Amy Hulme, Assistant Professor, Biomedical Sciences**

Ph.D. University of Michigan, 2007

M.S. University of Michigan, 2004

B.S. University of Nebraska, 2001

Experience: 2008 – Present, Postdoctoral Fellow, Northwestern University, Evanston, Illinois; 2014 – present, Adjunct Instructor, City Colleges of Chicago, 2013 – present, 2011 – 2012, Mentor, Illinois Math and Science Academy, Chicago, Illinois, 2010, Sponsor, Biology Honors Internship Program, Evanston, Township High School, Evanston, Illinois; 2007 – Research Fellow, University of Michigan, Ann Arbor, Michigan; 2003 – 2006, Volunteer Laboratory Instructor, Summer Science Academy, University of Michigan; 2003, Teaching Assistant, University of Michigan; 2002, Mentor, Michigan Mentorship Program; 2001, Teaching Assistant, University of Nebraska, Lincoln, Nebraska; 2000, Teaching Assistant, University of Nebraska; 1999 – 2000, Teaching Assistant, University of Nebraska.

**Melissa Penkalski, Assistant Professor, Nursing**

D.N.P. Missouri State University, 2014

M.S. University of Missouri, Kansas City, 2001

B.S. Southwest Baptist University, 1999

Experience: 2008 – present, Pediatric Nurse Practitioner, Jordan Valley Community Health Center, Springfield, Missouri; 2002 – 2008, Pediatric Nurse Practitioner, Michael S. Hanks, M.D., Springfield, Missouri; 2005 – 2008, Certified Provider, Child Advocacy Center, Springfield, Missouri; 1993 – 2002, Certified Registered Nurse, Cox health Systems, Springfield, Missouri; 1994 – 1997, Registered Nurse, National Medical Care Homecare, Springfield, Missouri.

**James Stein, Associate Professor, Biomedical Sciences**

M.P.H. University of Kentucky, 2014

M.D., Ph.D. St. Louis University School of Medicine, 1994

B.S. Southwest Missouri State University, 1984

Experience: 2014 – present, Otsuka Pharmaceutical Development & Commercialization, Inc., Global Pharmacovigilance & Clinical Safety, Princeton, New Jersey; 2012 – 2014, American Cancer Society Resident in Preventive medicine, University of Kentucky, Lexington, Kentucky; 2011 – 2012, Instructor, Missouri State University; 2006 – 2011, Consultant Gynecologist, Taylor Health & Wellness Center, Missouri State University; 2004 – 2011, Private Practice, Gynecology & Infertility, St. John's Regional Medical Center, Springfield, Missouri; 1998 – 2004, Private Practice, Obstetrics & Gynecology, St. John's Regional Medical Center; 1994 – 1998, Resident in Training, St. John's Mercy Medical Center, St. Louis, Missouri; 1988 – 1994, Research Technician, St. Louis University School of Medicine, St. Louis, Missouri.

**Fei Wang, Assistant Professor, Chemistry**

Ph.D. Iowa State University, 2011

M.S. Zhejiang University, 2005

B.S. Qingdao University of Science & Technology, 2002

Experience: 2013 – present, Postdoctoral, Solid State Chemistry, Lund University, Lund, Sweden; 2011 – 2013, Postdoctoral, Solid State Chemistry, Max Planck Institute for Solid State Research, Stuttgart, Germany; 2005 – 2007, Teaching Assistant, Iowa State University, Ames, Iowa; 2003, Teaching Assistant, Zhejiang University, Hangzhou, China.



**Zhiguo Yang, Assistant Professor, Computer Information Systems**

M.B.A. Missouri State University, 2009

B.E. Liaoning Normal University, 2002

Experience: 2010, Programmer/Analyst, Computer Services, Missouri State University; 2008 – 2009, Graduate Assistant, KSMU Public Radio, Missouri State University; 2007, Project Manager/System Analyst, BT Frontline, Dalian China; 2002 – 2007, Project Team Leader/System Analyst, BT Frontline, Dalian, China; 2001 – 2002, Teaching Assistant, Missouri State University, Dalian Campus.

**ADDENDUM A**

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

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Bennett, Susan	Theatre & Dance	\$1,925.00
Brammer, Ronald	Music	\$ 75.00
Summers, A. Lawrence	Management	\$ 500.00

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

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Anderson, Marty	Criminology & Criminal Justice	\$3,000.00
Appelquist, John	Criminology & Criminal Justice	\$6,000.00
Babbitt, Kevin	Communication	\$4,290.00
Berman, Ilan	Defense & Strategic Studies	\$6,800.00
Bishop, Rhonda	Reading, Foundations & Technology	\$2,745.00
Botsford, Diana	Media, Journalism & Film	\$2,754.00
Bowden, Dennis	Defense & Strategic Studies	\$6,800.00
Bowling, Annmarie	Communication	\$2,145.00
Brame, Erika	Media, Journalism & Film	\$2,754.00
Brawley, William	Communication	\$4,290.00
Bronson, Lisa	Defense & Strategic Studies	\$6,800.00
Brown, Bryan	Communication	\$5,508.00
Butcher, Deana	Communication	\$4,290.00
Carver, Jeanie	Criminology & Criminal Justice	\$3,000.00
Coker, Whitney	Communication	\$4,290.00
Collier, Meaghan	History	\$2,448.00
Collins, Daisy	Reading, Foundations & Technology	\$4,890.00
Costello, Levi	Communication	\$2,145.00
Crouch, Wedge	Communication	\$5,508.00
DeBiaso, Peppino	Defense & Strategic Studies	\$6,800.00
Downie, Richard	Defense & Strategic Studies	\$6,800.00
French, Gregory	History	\$4,896.00
Grindstaff, Matthew	Communication	\$2,145.00
Harrison, Glenda	Sociology & Anthropology	\$5,508.00
Hawkins, Vikkatoriya	Merchandising & Fashion Design	\$7,500.00
Hoovens, James	Marketing	\$3,000.00
House, Sandra	Communication	\$5,579.00

Academic Personnel Board Actions, cont'd.

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Howard, Amber	Reading, Foundations & Technology	\$1,630.00
Howard, Jason	Communication	\$4,290.00
Inman, Kris	Communication	\$4,290.00
Johnson, Dana	Defense & Strategic Studies	\$6,400.00
Jorodan, Billy	Communication	\$2,448.00
Kartchner, Kerry	Defense & Strategic Studies	\$6,800.00
Keeling, Russell	Communication	\$4,861.00
Kelley, Carey	History	\$4,896.00
Kenny, Erin	Sociology & Anthropology	\$3,201.00
Khojasteh, Morgan	Communication	\$4,290.00
Koch, Susan	Defense & Strategic Studies	\$2,000.00
Lambert, Lauren	Communication	\$4,290.00
Lansdown, Lynn	History	\$4,896.00
Leggitt, Stephen	Media, Journalism & Film	\$2,754.00
Liston, Jennie	Defense & Strategic Studies	\$5,500.00
Loudis, Anthony	Media, Journalism & Film	\$2,754.00
Marler, William	Religious Studies	\$2,448.00
McDowell, Debra	Merchandising & Fashion Design	\$10,602.00
McMullin, Mary Kay	Reading, Foundations & Technology	\$1,630.00
Mitchell, Jennifer	History	\$2,448.00
Mitchell, Shauna	Criminology & Criminal Justice	\$3,000.00
Moukrime, Moulay	Communication	\$6,435.00
Nelson, Kerry	Criminology & Criminal Justice	\$3,000.00
O'Neal, Stephanie	History	\$4,896.00
Parrish, Matthew	Media, Journalism & Film	\$2,448.00
Pennington, David	Communication	\$5,202.00
Phillips, Jana	Finance & General Business	\$8,000.00
Prosono, Marvin	Sociology & Anthropology	\$5,793.00
Puzach, Cheryl	Criminology & Criminal Justice	\$3,000.00
Ramon, Michael	Criminology & Criminal Justice	\$3,000.00
Rasmussen, Jamie	Criminology & Criminal Justice	\$6,000.00
Rathbun, Susa	Merchandising & Fashion Design	\$3,700.00
Rice, Judith	History	\$2,754.00
Rice, Phillip	History	\$2,754.00
Robinson, Tucker	Communication	\$4,290.00
Rose, Patrick	Defense & Strategic Studies	\$5,500.00
Salloum, Georget	Foreign Language Institute	\$2,448.00
Sawyer, Rebecca	Reading, Foundations & Technology	\$ 815.00
Scales, Megan	Sociology & Anthropology	\$5,004.00
Schmitz, Joe	Management	\$3,000.00
Schneider, Mark	Defense & Strategic Studies	\$3,200.00

Academic Personnel Board Actions, cont'd.

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Slavens, Amy	Reading, Foundations & Technology	\$2,445.00
Snider, Philip	Religious Studies	\$2,754.00
Spangler, Kate	Communication	\$4,896.00
Sterner, Eric	Defense & Strategic Studies	\$6,400.00
Stout, Kristen	Communication	\$4,290.00
Teague, Gretchen	Communication	\$2,145.00
Trachtenberg, David	Defense & Strategic Studies	\$10,200.00
Tsahiridis, Peter	History	\$2,754.00
Varava, Kira	Communication	\$5,202.00
Wagner, Adam	Media, Journalism & Film	\$4,896.00
Wallenburg, Roger	Finance & General Business	\$6,000.00
Wedgeworth, Nancy	Communication	\$2,145.00
Wegenka, Shelia	Communication	\$4,290.00

**ADDENDUM B**

**The following have been appointed as Summer Faculty for the summer semester June 8, 2015 through July 31, 2015.**

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Abidogun, Jamaine	Diversity & Inclusion	\$ 500.00
Adamson, Reesha	Counseling, Leadership & Special Education	\$7,993.00
Agnew, William	Counseling, Leadership & Special Education	\$3,085.00
Amberg, Richard	Graduate College	\$6,009.00
Ampleman, James	Management	\$3,000.00
Bacon, Karen	Communication Sciences Disorders	\$2,445.00
Baedke, Jesse	Biomedical Sciences	\$3,000.00
Baker, Rebecca	Physics, Astronomy & Mat Sciences	\$4,339.00
Bakker, Klaas	Communication Sciences Disorders	\$9,722.00
Ball, Zachary	Physical Therapy	\$ 915.00
Barnett, Helen	Sociology & Anthropology	\$2,502.00
Baumlin, James	English	\$6,360.00
Bender, Timothy	Psychology	\$6,430.00
Bennett, Susan	Theatre & Dance	\$2,448.00
Bloom, Scott	Economics	\$3,168.00
Bohanon, Mariah	English	\$2,448.00
Borneman, Dea	Library	\$6,285.00
Botsford, Diana	Media, Journalism & Film	\$2,754.00
Bowden, Dennis	Defense & Strategic Studies	\$3,200.00
Boyd, Carmen	Biomedical Sciences	\$3,610.00
Boyle, Megan	Counseling, Leadership & Special Education	\$3,000.00
Brahnam, S. Berlin	Computer Information Systems	\$8,871.00
Branyon, Leslie	Theatre & Dance	\$2,200.00
Breyfogle, Bryan	Chemistry	\$6,099.00
Brinson, Sabrina	Diversity & Inclusion	\$1,500.00
Bryant, Robin	English	\$2,448.00
Buchanan, Erin	Psychology	\$8,519.00
Burge, Sara	English	\$5,033.00
Burton, Richard	Computer Information Systems	\$3,000.00
Calihman, Matthew	English	\$4,238.00
Capeci, Dominic	History	\$6,266.00
Casey, Joe	Biomedical Sciences	\$1,200.00
Casey, Michael	Theatre & Dance	\$14,250.00
Cemore Brigden, Joanna	Childhood Education & Family Studies	\$5,109.00
Chambers, Amanda	Childhood Education & Family Studies	\$3,882.00

## Academic Personnel Board Actions, cont'd.

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Chaston, Joel	English	\$5,316.00
Chenoweth, Amelia	Counseling, Leadership & Special Education	\$6,300.00
Chin, Jerry	Computer Information Systems	\$17,250.00
Clayton, Michael	Psychology	\$3,000.00
Collins, Daisy	English	\$2,145.00
Colombo, Anne	Modern & Classical Languages	\$5,514.00
Coombs, James	Library	\$5,844.00
Cormier, Bret	Counseling, Leadership & Special Education	\$3,000.00
Cornelius-White	Counseling, Leadership & Special Education	\$7,709.00
Cowsert, Derek	English	\$2,448.00
Craigo, Karen	English	\$4,896.00
Cunningham, Denise	Childhood Education & Family Studies	\$10,542.00
Czyzniewjewski, Michael	English	\$3,882.00
Dalton, Tracy	English	\$3,092.00
Daugherty, Timothy	Psychology	\$6,804.00
DePriest, Christopher	Theatre & Dance	\$8,005.00
Dibble, Thomas	Media, Journalism & Film	\$2,754.00
Dodge, Steven	Physical Therapy	\$6,451.00
Dollar, Susan	Social Work	\$6,256.00
Dong, Lifeng	Physics, Astronomy & Mat Sciences	\$6,865.00
Dowdy, Marci	Counseling, Leadership & Special Education	\$3,393.00
Durham, Paul	Center for Biomedical & Life Science	\$21,381.00
Echols, Leslie	Psychology	\$3,000.00
Egbert, Polly	Communication Sciences Disorders	\$2,445.00
English, Cathie	English	\$7,613.00
Federman, Elizabeth	Masters of Public Health	\$4,520.00
Finch, Kim	Counseling, Leadership & Special Education	\$4,158.00
Finch, Martha	Religious Studies	\$4,422.00
Fischer, Donald	Psychology	\$5,194.00
Foster, Michael	Theatre & Dance	\$6,000.00
Franklin, Thomas	Communication Sciences Disorders	\$12,310.00
Frederick, Dana	Management	\$6,476.00
Gale, Crystal	Library	\$4,472.00
Gallaway, Terrel	Economics	\$6,261.00
Gardner, Kenneth	English	\$2,448.00
Garland, Brett	Criminology & Criminal Justice	\$ 587.00
Garrad, Richard	Biomedical Sciences	\$16,767.00
Garrison-Kane, Linda	Counseling, Leadership & Special Education	\$1,895.00
Gartin, Patrick	Criminology & Criminal Justice	\$ 128.00
Gillam, Ken	English	\$4,420.00
Goeringer, Michael	Counseling, Leadership & Special Education	\$3,105.00

Academic Personnel Board Actions, cont'd.

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Greene, Janice	Bull Shoals Field Station	\$5,924.00
Groves, Fred	Reading, Foundations & Technology	\$2,435.00
Hail, Cynthia	Childhood Education & Family Studies	\$3,933.00
Harges, Mary	Modern & Classical Languages	\$5,070.00
Harris, Michael	Communication	\$2,754.00
Harrison, Glenda	Sociology & Anthropology	\$2,754.00
Haslam, Darryl	Social Work	\$1,592.00
Hass, Aida	Criminology & Criminal Justice	\$ 697.00
Hatz, Kirsten	Kinesiology	\$1,279.00
Hellman, Daniel	Music	\$4,060.00
Hendrickson, Nicole	Biomedical Sciences	\$6,000.00
Herring, Sean	English	\$2,754.00
Hesser, Patti	Communication Sciences Disorders	\$2,445.00
Himes, Marcia	Physical Therapy	\$ 915.00
Holland, Amy	Theatre & Dance	\$2,500.00
Holmer, Earl	English	\$2,873.00
Hooker, Tristin	English	\$2,448.00
Hopper, Tina	Biology	\$2,550.00
Hough, Lyon	Biomedical Sciences	\$13,703.00
Howard, Jason	Communication	\$2,145.00
Huang, Shyang	Physics, Astronomy & Mat Sciences	\$5,378.00
Hughes, Joseph	Modern & Classical Languages	\$10,557.00
Hughes, Kevin	Art & Design	\$4,172.00
Hulgus, Joseph	Counseling, Leadership & Special Education	\$9,840.00
Humphrey, Melanie	Theatre & Dance	\$2,400.00
Hwang, Chin-feng	Agriculture	\$14,342.00
Ibbetson, Sara	Counseling, Leadership & Special Education	\$1,630.00
Ireland, Kim	Communication Sciences Disorders	\$2,445.00
Jacobson, Carol	English	\$2,550.00
Jamos, Abdullah	Communication Sciences Disorders	\$4,396.00
John, Judith	English	\$10,132.00
Johnson, Andrew	Philosophy	\$4,120.00
Johnson, David	Graduate College	\$6,001.00
Johnson, Richard	Computer Information Systems	\$7,485.00
Jones, Adena	Psychology	\$4,260.00
Jones, Cheryl	Library	\$5,800.00
Jones, Jennifer	English	\$4,896.00
Jutla, Rajinder	Geography, Geology & Planning	\$6,000.00
Kaf, Wafaa	Communication Sciences Disorders	\$16,674.00
Kamler, Jill	Theatre & Dance	\$3,000.00
Karuppan, Corinne	Management	\$16,690.00

## Academic Personnel Board Actions, cont'd.

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Kaufman, Daniel	Philosophy	\$5,324.00
Kaula, Rajeev	Computer Information Systems	\$15,422.00
Keltner, Michael	Kinesiology	\$2,500.00
Kenny, Erin	Sociology & Anthropology	\$3,201.00
Keys, Amanda	Social Work	\$3,000.00
Kitchin, Jonathan	English	\$2,550.00
Kleeschulte, Melanie	Modern & Classical Languages	\$2,741.00
Knowles, Amy	English	\$2,550.00
Koo, Pedro	Modern & Classical Languages	\$4,251.00
Kozlowski, Alana	Communication Sciences Disorders	\$9,040.00
Krumme, Gregg	Biomedical Sciences	\$3,260.00
Kwon, Sockju	Biomedical Sciences	\$3,747.00
Lape, Natalie	Theatre & Dance	\$2,500.00
Larson, Deborah	Media, Journalism & Film	\$4,391.00
Lee, Dane	Biomedical Sciences	\$1,200.00
Leggitt, Stephen	Media, Journalism & Film	\$2,754.00
Ligon, Day	Graduate College	\$6,006.00
Lueckenotto, Stephanie	Communication Sciences Disorders	\$2,445.00
Luo, Jun	Graduate College	\$6,005.00
Lutze, Mary	English	\$2,448.00
Maas, Richard	Physical Therapy	\$2,745.00
MacGregor, Cynthia	Counseling, Leadership & Special Education	\$12,086.00
Maples, Carol	Theatre & Dance	\$2,500.00
Margavio, Thomas	Computer Information Systems	\$7,260.00
Martinez, Blanca	Reading, Foundations & Technology	\$2,954.00
Masterson, Gerald	Graduate College	\$5,000.00
Mays, Larry	Kinesiology	\$2,470.00
McCarthy, Belinda	Counseling, Leadership & Special Education	\$3,876.00
McClennen, Joan	Social Work	\$5,866.00
McCracken, Ramey	English	\$2,448.00
McElmurry, Robert	English	\$4,896.00
McMurtrey, Shannon	Computer Information Systems	\$2,500.00
McRae, Jennifer	Sports Medicine & Athletic Training	\$2,400.00
Metcalf, Holly	Communication Sciences Disorders	\$3,803.33
Meyer, James	Childhood Education & Family Studies	\$5,027.00
Miao, Xin	Graduate College	\$6,004.00
Michalczyk, Maria	Art & Design	\$2,382.00
Mitchell, D. Wayne	College of Health & Human Services	\$4,806.00
	Psychology	\$4,806.00
Mitchell, Molinda	English	\$2,448.00
Mitra, Mahua	Economics	\$6,475.00



## Academic Personnel Board Actions, cont'd.

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Morris, Robert	Biomedical Sciences	\$2,795.00
Morrow, Samantha	Theatre & Dance	\$2,000.00
Moser, Linda	English	\$9,723.00
Murray, Michael	Music	\$4,977.00
Murray, Sarah	Biomedical Sciences	\$4,173.00
Murvin, Jennifer	English	\$2,707.00
Norander, Per	Economics	\$3,672.00
Novik, Melinda	Kinesiology	\$4,188.00
Novotny, Daniela	Biomedical Sciences	\$3,045.00
Ollington, David	Theatre & Dance	\$4,000.00
Olsen, Reed	Economics	\$6,761.00
Pace, Glenn	Management	\$3,276.00
Page, Cheryl	Communication Sciences Disorders	\$2,445.00
Patterson, Paula	Theatre & Dance	\$2,000.00
Pearce, Amy	Biomedical Sciences	\$3,360.00
Pervukhin, Eric	Art & Design	\$2,940.00
Peters, Blaire	Kinesiology	\$1,400.00
Piccolo, Diana	Childhood Education & Family Studies	\$7,283.00
Plavchan, Peter	Physics, Astronomy & Mat Sciences	\$13,333.00
Prescott, John	Music	\$5,696.00
Prescott, John	Music	\$5,696.00
Prosono, Marvin	Sociology & Anthropology	\$5,793.00
Pursley, Jennifer	Mathematics	\$1,800.00
Putman, Mark	Theatre & Dance	\$6,000.00
Quebbeman, Robert	Music	\$5,604.00
Quinn, Nathaniel	Counseling, Leadership & Special Education	\$6,851.00
Rebaza-Vasquez, Jorge	Graduate College	\$6,007.00
Redd, Emmett	CASE	\$4,305.00
Reinis, Austra	Graduate College	\$6,003.00
Richmond, Scott	Kinesiology	\$6,600.00
Rimal, Arbindra	Agriculture	\$12,451.00
Rivera-Cruz, Berenice	Biomedical Sciences	\$4,800.00
Roam, Kimberly	Childhood Education & Family Studies	\$5,504.00
Robbins, Linda	Counseling, Leadership & Special Education	\$4,995.00
Rose, John	Defense & Strategic Studies	\$12,250.00
Rost, Ann	Psychology	\$8,964.00
Runke, Gayle	Kinesiology	\$4,469.00
Sakidja, Ridwan	Physics, Astronomy & Mat Sciences	\$6,750.00
Saunders, Georgianna	Biology	\$13,630.00
Saxon, Caryn	Criminology & Criminal Justice	\$ 110.00
Scales, Megan	Sociology & Anthropology	\$2,502.00

## Academic Personnel Board Actions, cont'd.

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Schotthofer, Melissa	Childhood Education & Family Studies	\$6,623.00
Scott, Charles	Graduate College	\$6,002.00
Scott, Michael	Media, Journalism & Film	\$2,448.00
Scott, Patrick	Political Science	\$5,834.00
Sexton, Randall	Computer Information Systems	\$17,064.00
Shirley, Corinne	Modern & Classical Languages	\$2,757.00
Simmers, Christina	Marketing	\$16,718.00
Smith, Joshua	Biomedical Sciences	\$9,296.00
	Physician Assistant Studies	\$1,549.00
Smith, Susan	Political Science	\$2,800.00
Smotherman, Rebecca	Counseling, Leadership & Special Education	\$6,300.00
Soto, Stephen	Management	\$3,300.00
Steinmetz, Micheala	Biomedical Sciences	\$2,400.00
Stevens, Amy	Social Work	\$2,445.00
Stewart, Tammy	Library	\$2,014.00
Stout, Michael	Sociology & Anthropology	\$4,750.00
Sutliff, Kristene	English	\$17,218.00
Suttmoeller, Michael	Criminology & Criminal Justice	\$ 165.00
Teague, Gretchen	Ozarks Writing Project	\$2,700.00
Templeton, Kelly	Theatre & Dance	\$6,601.00
Thomas-Tate, Shurita	Communication Sciences Disorders	\$6,019.00
Timson, Benjamin	Biomedical Sciences	\$5,927.00
Turner, John	English	\$6,623.00
Turner, Jon	Counseling, Leadership & Special Education	\$3,000.00
Van Landuyt, Cathy	Computer Information Systems	\$11,000.00
Visio, Michelle	Psychology	\$4,495.00
Walker, Alicia	Sociology & Anthropology	\$3,000.00
Walker, Dwayne	Social Work	\$3,000.00
Walters, Heather	Communication	\$ 990.00
Wang, Jianjie	Graduate College	\$6,000.00
Ward, Gary	Physical Therapy	\$1,775.00
Watson, Robert	Counseling, Leadership & Special Education	\$2,426.00
Wessels, Emanuelle	Graduate College	\$6,008.00
West, Ruth	Social Work	\$2,445.00
Whipple, Tanya	Psychology	\$3,410.00
Whitaker, Natalie	English	\$2,145.00
Wiechert, Raegan	Library	\$1,896.00
Wiggin, Sarah	Theatre & Dance	\$2,500.00
Williams, Joseph	Biomedical Sciences	\$4,857.00
Williams, Sarah	Graduate College	\$6,000.00
Willis, Steve	Diversity & Inclusion	\$1,000.00

Academic Personnel Board Actions, cont'd.

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Winstead, Cynthia	Theatre & Dance	\$3,000.00
Woodard, Rebecca	Kinesiology	\$11,222.00
Wooden, Shannon	English	\$4,280.00
Yarckow-Brown, Ivy	Criminology & Criminal Justice	\$ 715.00
Yu, Hae Min	Childhood Education & Family Studies	\$3,000.00

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

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Abidogun, Jamaine	Diversity & Inclusion	\$3,000.00
Amberg, Lucie	Media, Journalism & Film	\$4,896.00
Amberg, Richard	Media, Journalism & Film	\$ 150.00
Basu Roy, Subhasree	Economics	\$ 500.00
Beckman, Daniel	Biology	\$3,120.00
Berry, R. Magdalena	English	\$ 500.00
Bonebrake, Tara	Greenwood	\$ 240.00
Chapman, Carol	Music	\$ 150.00
Crafts, Daniel	Hospitality & Restaurant Admin	\$ 500.00
Cron, Deborah	Communication Sciences Disorders	\$ 500.00
Elliott, W. Anson	Agriculture	\$5,500.00
Finch, Kim	Counseling, Leadership & Special Education	\$3,000.00
Flanders, Janelle	Greenwood	\$ 240.00
Gartin, Patrick	Study Away	\$5,456.00
Gibson, Kathryn	Greenwood	\$ 500.00
Greene, Brian	VPRED	\$2,500.00
Haslam, Darryl	Social Work	\$ 500.00
Hedgpeth, Kent	Greenwood	\$ 120.00
Henson, Pamela	Mathematics	\$ 280.00
Hoegeman, Catherine	Sociology & Anthropology	\$ 500.00
Holmer, Earl	English	\$1,100.00
Hooper, Madeleine	Modern & Classical Languages	\$ 500.00
Hough, Lyon	Biomedical Sciences	\$3,755.00
Huang, Shyang	Physics, Astronomy & Mat Sciences	\$ 500.00
Hulett, Michelle	Study Away	\$1,819.00
Hulgus, Joseph	VPRED	\$2,500.00
Jackson-Brown, Grace	Library	\$ 500.00
Jennings, Bryan	Art & Design	\$ 150.00
Kohnen, Angela	English	\$ 150.00
Kunkel, Allen	Research & Economic Development	\$3,383.00
Laws, Bethany	Management	\$3,000.00
Loge, Jana	Reading, Foundations & Technology	\$3,260.00
Luellen, Heather	Theatre & Dance	\$12,600.00
Maier, Melissa	Communication	\$ 150.00
Martin, Jill	Greenwood	\$ 240.00
Neely, Jeremy	History	\$2,400.00

Academic Personnel Board Actions, cont'd.

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Pace, Glenn	MDI	\$ 375.00
Pham, Courtney	Marketing	\$6,049.00
Piccolo, Diana	Childhood Education & Family Studies	\$ 500.00
Pratt, Francine	Humanities & Public Affairs	\$2,500.00
Pursley, Jennifer	Mathematics	\$1,800.00
Ravenscraft, Julie	Accountancy	\$3,000.00
Rebaza-Vasquez, Jorge	College of Natural & Applied Sciences	\$2,000.00
Ryder, Christina	Outreach	\$1,500.00
Slattery, Dianne	Technology & Construction Management	\$7,230.00
Smith, Joshua	Biomedical Sciences	\$8,000.00
Stanton, Rhonda	English	\$ 500.00
Sudbrock, Christine	Agriculture	\$5,356.00
Taylor, Darren	Greenwood	\$ 120.00
Van Ornum, Kimberly	Mathematics	\$ 65.00
VanLanduyt, Cathryn	Computer Information Systems	\$5,500.00
Webb, Susan	Agriculture	\$ 500.00
Wendel-Stevenson, Courtney	Communication	\$2,145.00
Winkler, Danny	Reading, Foundations & Technology	\$2,445.00

**ADDENDUM D**

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

<u>Name</u>	<u>Department</u>	<u>Salary</u>
Dillstom, Joseph	Mathematics	\$2,113.00
Easley, Zachary	Mathematics	\$2,113.00
Foster, Sarah	Biology	\$2,570.00
Hendrian, Holly	Nursing	\$2,113.00
Hossain, Mohammad	Physics, Astronomy & Materials Science	\$1,057.00
Huggins, David	Geography, Geology & Planning	\$2,113.00
Kosinska, Karolina	Chemistry	\$2,570.00
Mamun, Md Abdullah-Al	Physics, Astronomy & Materials Science	\$1,057.00
Owensby, Christina	Biomedical Science	\$2,113.00
Priestes, Hailey	Nursing	\$2,113.00
Puppala, Krishna	Physics, Astronomy & Materials Science	\$1,057.00
Rose, Michael	Media, Journalism & Film	\$2,113.00
Roughton, Sarah	Chemistry	\$2,570.00
Smith, Matthew	Geography, Geology & Planning	\$2,113.00
Wentling, Tristen	Mathematics	\$2,113.00

MISSOURI STATE UNIVERSITY

III.G.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>
Claudia C. Baer	Accounting Specialist Student Employment	13	\$29,327 annually	04/27/15
Jean Ann Cobban	Administrative Specialist III Academic Advisement Center	13	\$28,079 annually	04/27/15
Wesley Simpson	Clinical Education Coordinator Southwest Missouri Area Health Education Center	42	\$33,000 annually	05/01/15
Tracey J. Epperson Jr.	Boiler Fireman Facilities Maintenance	25	\$32,000 annually	05/05/15
Carla J. Morton	Academic Advisor-Marketing, Recruitment & Retention Nursing	42	\$36,720 annually	05/06/15
Cindy K. Busby	Academic Administrative Assistant II Hospitality & Restaurant Administration	12	\$25,791 annually	05/11/15
Justin M. Kramer	Assistant Coach Intercollegiate Athletics	UN	\$40,000 annually	05/11/15
Susan J. Robords	Academic Administrative Assistant II Media, Journalism & Film	12	\$26,832 annually	05/11/15
Tessa L. Sheppard	Teacher Child Development Center	41	\$26,411 annually	05/18/15
Jir Shin Boey	Head, Music & Media Library	45	\$43,500 annually	06/01/15

Non-academic Personnel Board Actions, cont'd.

Page 2

Nico Burasco	Videographer/Editor Broadcast Services	42	\$31,500 annually	06/01/15
Crystal R. Dettmers	Administrative Specialist II Office of Human Resources	12	\$25,584 annually	06/01/15
Tyler E. Norcross	Maintenance General Mechanic Facilities Maintenance	25	\$30,014 annually	06/01/15
Laura N Whitmire	Associate Director Office of Student Engagement	44	\$46,000 annually	06/08/15
Tamarah Dixon	Residence Hall Director Residence Life, Housing & Dining Services	42	\$33,000 annually	06/15/15
Ron E. Snodgrass	Assistant Director Greenwood Laboratory School (83% FTE)	44	\$55,000 annually	08/03/15

**RESIGNATIONS:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Ronald J. Freeman	Public Safety Officer Safety & Transportation	04/29/15
Collin K. Crane	Assistant Strength & Conditioning Coach Athletic Strength & Conditioning	04/30/15
Michael Howland	Operations Assistant-Men's Basketball Intercollegiate Athletics	05/15/15
Darin S. Wallace	Budget Officer College of Arts & Letters	05/15/15
Ellen D. Medforth	Accounting Specialist Study Away	05/22/15
Aleksandar Jankovic (Grant Funded)	Junior Research Scientist Center for Applied Sciences & Engineering	05/29/15



Non-academic Personnel Board Actions, cont'd.

Page 3

Kimberly A. Lucas	Administrative Assistant II Career Center	05/29/15
Recy Moore	Academic Advisor – Marketing, Recruiting & Retention Spc Outreach	05/29/15
LeTeya Robinson	Accountant Financial Services	06/03/15
Thomas E. Stagner	Asst Director, Campus Recreation – Fitness & Wellness Campus Recreation	06/10/15
Anthony Hansen	Residence Hall Director Residence Life, Housing & Dining Services	06/26/15

**RETIREMENTS:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Betsy K. Lathrop	Residence Hall Receptionist Residence Life, Housing & Dining Services	05/19/15
Dinah J. Lane	Administrative Assistant II Counseling	05/29/15
Vickie J. Rossmann	Academic Administrative Assistant II Management	05/29/15
Debra L. Wolfe	Custodian I Custodial Services	05/31/15
Elaine M. Brinklow	Administrative Specialist II Financial Aid	07/31/15
Rebecca L. Grant	Administrative Assistant II Athletic Medical & Rehabilitation Services	07/31/15
Nancy L. Horeis	Academic Administrative Assistant II Nursing	07/31/15
Vicki Aistrup	Admissions Evaluator Office of Admissions	08/31/15

**SEPARATION FROM EMPLOYMENT:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Amy Murphy	Administrative Specialist II Disability Resource Center	04/16/15
Jennifer L. Vaughn	Admission Evaluator Office of Admissions	04/16/15
Justin Hergert	Residence Hall Director Residence Life, Housing & Dining Services	05/22/15

**LEAVE WITHOUT PAY:**

<u>Name</u>	<u>Position-Department</u>	<u>Effective</u>
Carla J. Coorts	Assistant to the Dean of the Graduate College Graduate College	04/22/15

**CHANGE OF STATUS:**

<u>Name</u>	<u>Position-Department</u>	<u>Action</u>	<u>Effective</u>
Julie A. Abney	Budget Officer College of Health & Human Services From: GR 42, \$40,937 annually To: GR 42, \$43,500 annually	Salary Adjustment	04/20/15
Kathy G. Mendenhall	Budget Officer College of Business From: GR 42, \$43,046 annually To: GR 42, \$43,500 annually	Salary Adjustment	04/20/15
Timothy L. Stipp	Budget Officer College of Humanities & Public Affairs From: GR 42, \$43,166 annually To: GR 42, \$43,500 annually	Salary Adjustment	04/20/15
Claudia C. Baer	From: Administrative Specialist II Financial Aid GR 12, \$26,832 annually To: Accounting Specialist GR 13, \$29,328 annually	Promotion	04/27/15

Non-academic Personnel Board Actions, cont'd.

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Norman J. Rhodes	From: Custodian I Plaster Student Union GR 21, \$23,961 annually To: Custodian/Equipment Maintenance Specialist Plaster Student Union GR 23, \$26,000 annually	Promotion	04/27/15
Heather L. Phillips	Health Career Coordinator Southwest Missouri Area Health Education Center From: GR 43, \$34,848 annually To: GR 43, \$39,000 annually	Salary Adjustment	05/01/15
Tamara Johnston	From: Administrative Assistant II Office of the Registrar GR 12, \$26,131 annually To: School Certifying Specialist Veteran Services GR 13, \$31,200 annually	Promotion	05/04/15
Steven B. Townsend	From: Bindery Technician Printing Services GR 23, \$30,527 annually To: Pressroom Operator Printing Services GR 25, \$32,969 annually	Reclassification & Salary Adjustment	05/16/15
David L. Chapman	From: Maintenance Carpenter Facilities Management To: Construction Technician Facilities Management	Title Change	05/22/15
Lucie Amberg	New Media Specialist Web & New Media From: GR 42, \$34,510 annually (100% FTE) To: GR 42, \$25,882 annually (75% FTE)	Change of Status	06/01/15

Non-academic Personnel Board Actions, cont'd.

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Kymmee Cunningham	Residence Hall Night Host/Hostess Residence Life, Housing & Dining Services	Extension of Appointment	06/01/15 07/31/15
Ross Hawkins	From: Transfer Advisor Academic Advisement Center GR 42, \$41,844 annually To: Assistant Director Academic Advisement Center GR 43, \$45,192 annually	Reclassification & Salary Adjustment	06/01/15
Sandra Johnson	Administrative Specialist III Faculty Senate From: GR 13, \$24,170 annually (10-month position) To: GR 13, \$29,120 annually (12-month position)	Change of Status	06/01/15
Dinah J. Lane	From: Administrative Assistant II Counseling To: Staff Emeritus Counseling	Change of Status	06/01/15
Hannah Wingo	Corporate Support Representative & Special Event Coordinator Broadcast Services From: GR 42, \$36,975 annually (100% FTE) To: GR 42, \$27,731 annually (75% FTE)	Change of Status	06/01/15
Donald Terry Weber	From: Assistant Director Plaster Student Union-Facilities & Operations Plaster Student Union GR 42, \$35,155 annually To: Director of Plaster Student Union Plaster Student Union GR 46, \$64,000 annually	Promotion	06/08/15

Non-academic Personnel Board Actions, cont'd.

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Jordan D. Endicott	From: Academic Administrative Assistant I History GR 11, \$17,302 annually To: Academic Administrative Assistant II Political Science GR 12, \$25,792 annually	Promotion	06/22/15
Veronica Adinegara	Sr. Graphic Designer – Publications Publications From: GR 42, \$38,033 annually To: GR 42, \$39,533 annually	Salary Adjustment	07/01/15
Brian C. Burton	Assistant Strength & Conditioning Coach Intercollegiate Athletics From: \$33,495 annually To: \$38,496 annually	Salary Adjustment	07/01/15
Cindy R. Busby	Executive Assistant IV University Advancement From: GR 17, \$51,244 annually To: GR 17, \$51,744 annually	Salary Adjustment	07/01/15
Kelly N. Cabrera-Hurtado	Coordinator International Leadership & Training Center From: GR 43, \$35,525 annually To: GR 43, \$39,077 annually	Salary Adjustment	07/01/15
Sarah E. Caldwell	Manager-Accounts Payable & Budgeting Financial Services From: GR 45, \$54,810 annually To: GR 45, \$57,010 annually	Salary Adjustment	07/01/15
Kimberly Callahan	Academic Administrative Assistant II Finance & General Business From: GR 12, \$26,838 annually To: GR 12, \$29,517 annually	Salary Adjustment	07/01/15

Non-academic Personnel Board Actions, cont'd.

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Michael A. Carroll	MMP Resource Coordinator School of Social Work	Continuation of Appointment	07/01/15 06/30/16
David J. Collins	Head Athletics Coach Intercollegiate Athletics From: \$58,080 annually To: \$60,080 annually	Salary Adjustment	07/01/15
Nancy A. Copeland	Collection Coordinator Financial Services From: GR 44, \$48,271 annually To: GR 44, \$49,771 annually	Salary Adjustment	07/01/15
Valerie Cummings	Director of Marketing & Promotions Access & Outreach From: GR 43, \$42,714 annually To: GR 43, \$47,763 annually	Salary Adjustment	07/01/15
Shelly Deckard	Executive Assistant III JVIC From: GR 15, \$34,287 annually To: GR 15, \$37,232 annually	Salary Adjustment	07/01/15
Shannon E. Derricks	Assistant Director, Athletics, Medical and Rehabilitation Services From: \$47,880 annually To: \$50,000 annually	Salary Adjustment	07/01/15
Chelsea Dirks Ham	Assistant Coach Intercollegiate Athletics From: \$32,252 annually To: \$37,852 annually	Salary Adjustment	07/01/15
Debra M. Donnellan	Executive Assistant IV Administrative & Information Services From: GR 17, \$49,534 annually To: GR 17, \$50,034 annually	Salary Adjustment	07/01/15

Non-academic Personnel Board Actions, cont'd.

Page 9

Lauren N. Easter	Assistant Director Campus Recreation Recreational Sports Campus Recreation From: GR 42, \$33,966 annually To: GR 42, \$35,664 annually	Salary Adjustment	07/01/15
Brandon M. Eckhardt	Assistant Director Campus Recreation- Aquatics Campus Recreation From: GR 42, \$33,792 annually To: GR 42, \$35,482 annually	Salary Adjustment	07/01/15
Glenda J. Eddy	Executive Assistant I Research & Economic Development From: GR 12, \$27,480 annually To: GR 12, \$30,534 annually	Salary Adjustment	07/01/15
Paul A. Evans	Assistant Coach Intercollegiate Athletics From: \$56,987 annually To: \$61,487 annually	Salary Adjustment	07/01/15
Janice Felker	Academic Administrative Assistant II Biomedical Sciences From: GR 12, \$26,828 annually To: GR 12, \$28,284 annually	Salary Adjustment	07/01/15
Stephen C. Foucart	Chief Financial Officer Financial Services From: \$137,593 annually To: \$150,000 annually	Salary Adjustment	07/01/15
Stacey Funderburk	Director Publications From: GR 45, \$56,860 annually To: GR 45, \$58,360 annually	Salary Adjustment	07/01/15
Lacy J. Geiger	Open Course Coordinator Access & Outreach From: GR 42, \$33,495 annually To: GR 42, \$37,514 annually	Salary Adjustment	07/01/15

Non-academic Personnel Board Actions, cont'd.

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Kristan E. Gochenauer	Executive Assistant to the President President's Office From: GR 18, \$46,465 annually To: GR 18, \$47,965 annually	Salary Adjustment	07/01/15
Mary Lynne Golden	Executive Assistant IV Office of the Provost From: GR 17, \$45,048 annually To: GR 17, \$46,548 annually	Salary Adjustment	07/01/15
Christy Graham	Executive Assistant II Graduate College From: GR 15, \$40,915 annually To: GR 15, \$44,720 annually	Salary Adjustment	07/01/15
Keith Guttin	Head Athletics Coach Intercollegiate Athletics From: \$ 88,419 annually To: \$113,419 annually	Salary Adjustment	07/01/15
Michel Hackworth	Manager-Grants & Capital Projects Financial Services From: GR 45, \$54,821 annually To: GR 45, \$57,021 annually	Salary Adjustment	07/01/15
Timmarie I. Hamilton	Program Coordinator-MMP School of Social Work	Continuation of Appointment	07/01/15 06/30/16
Konya L. Knackstedt	Assistant Director – Campus Recreation- Business Operations From: GR 42, \$33,800 annually To: GR 42, \$35,490 annually	Salary Adjustment	07/01/15
Jonathan H. Leamy	Head Athletics Coach Intercollegiate Athletics From: \$53,989 annually To: \$58,989 annually	Salary Adjustment	07/01/15



Non-academic Personnel Board Actions, cont'd.

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Janet Leighton	From: Academic Administrative Assistant II Political Science To: Staff Emeritus Political Science	Change of Status	07/01/15
Ashleigh Lewellen	Assistant Director Campus Recreation-Facilities & Operations Campus Recreation From: GR 42, \$35,018 annually To: GR 42, \$36,769 annually	Salary Adjustment	07/01/15
Teresa A. Lindsay	Payroll Manager Financial Services From: GR 46, \$63,360 annually To: GR 46, \$66,560 annually	Salary Adjustment	07/01/15
Catherine McFall	Accounting Specialist Theatre & Dance From: GR 13, \$33,366 annually To: GR 13, \$35,366 annually	Salary Adjustment	07/01/15
Suzanne Moskalski	Academic Administrative Assistant II Communication From: GR 12, \$27,502 annually To: GR 12, \$30,545 annually	Salary Adjustment	07/01/15
Kathy Nordyke	Director Citizenship & Service Learning Student Development & Public Affairs From: GR 44, \$41,185 annually To: GR 44, \$44,185 annually	Salary Adjustment	07/01/15
Tracy Patton	Library Associate III Library From: GR 15, \$37,291 annually To: GR 15, \$37,964 annually	Salary Adjustment	07/01/15
Teri Poindexter	Graphic Designer – Publications Publications From: GR 42, \$35,012 annually To: GR 42, \$37,512 annually	Salary Adjustment	07/01/15

Non-academic Personnel Board Actions, cont'd.

Page 12

Melissa Price	Coordinator, Marketing, Strategic Communications & External Relations College of Business From: GR 43, \$47,269 annually To: GR 43, \$52,941 annually	Salary Adjustment	07/01/15
D. Gregory Rainwater	Budget & Financial Manager Office of the Provost From: GR 46, \$60,117 annually To: GR 46, \$64,617 annually	Salary Adjustment	07/01/15
Susanna Reichling	Library Associate II Library From: GR 14, \$31,066 annually To: GR 14, \$34,120 annually	Salary Adjustment	07/01/15
Michelle Rose	Writer – Editor Publications From: GR 42, \$35,155 annually To: GR 42, \$37,655 annually	Salary Adjustment	07/01/15
Jan Rund	Executive Assistant I College of Health & Human Services From: GR 12, \$29,093 annually To: GR 12, \$30,545 annually	Salary Adjustment	07/01/15
Cynthia S. Schull	Director of Grants & Foundation Accounts Financial Services From: GR 47, \$71,050 annually To: GR 47, \$74,650 annually	Salary Adjustment	07/01/15
Jessica Silvey	Executive Assistant III Student Development & Public Affairs From: GR 15, \$35,516 annually To: GR 15, \$37,016 annually	Salary Adjustment	07/01/15
Denita S. Siscoe	Vice President Student Affairs From: \$152,250 annually To: \$164,250 annually	Salary Adjustment	07/01/15

Non-academic Personnel Board Actions, cont'd.

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Nathan Thompson	Assistant Coach Intercollegiate Athletics From: \$50,000 annually To: \$54,909 annually	Salary Adjustment	07/01/15
Nikki Yost	Accounting Specialist Access & Outreach From: GR 13, \$20,825 annually To: GR 13, \$23,274 annually	Salary Adjustment	07/01/15
Elaine M. Brinklow	From: Administrative Specialist II Financial Aid To: Staff Emeritus Financial Aid	Change of Status	08/01/15
Tara Herring	Laboratory Supervisor College of Natural & Applied Sciences From: GR 42, \$30,240 annually To: GR 42, \$31,740 annually	Salary Adjustment	08/10/15

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

MISSOURI STATE UNIVERSITY

III.G.3.

BE IT RESOLVED by the Board of Governors for Missouri State University that the salary adjustments indicated for Academic employees, as itemized below, are effective July 1, 2015

**Academic Faculty**

<u>Name</u>	<u>Department</u>	<u>Current Salary</u>	<u>Amount of Increase</u>	<u>New Salary</u>
Ackerson, Amy	WP Allied Health Div	\$50,070.00	\$901.00	\$50,971.00
Adams, David	Library	\$85,676.00	\$1,542.00	\$87,218.00
Albaugh, Rickey	Biomedical Sciences	\$130,000.00	\$2,340.00	\$132,340.00
Allen, Rebecca	Biomedical Sciences	\$40,487.00	\$729.00	\$41,216.00
Arthaud, Tamara	Coun Leadersh & Spc Ed	\$98,541.00	\$1,774.00	\$100,315.00
Beckham, Tracy	Biomedical Sciences	\$140,000.00	\$2,520.00	\$142,520.00
Beckman, Daniel	Coll of Natl & App Sci	\$76,800.00	\$1,382.00	\$78,182.00
Bell, Elisabeth	Comm Sci & Disorders	\$60,955.00	\$1,097.00	\$62,052.00
Bennett, Jessica	Library	\$41,000.00	\$738.00	\$41,738.00
Berg, Susan	Nursing	\$85,114.00	\$1,532.00	\$86,646.00
Berkwitz, Stephen	Religious Studies	\$89,761.00	\$1,616.00	\$91,377.00
Biggs, Mark	Coll of Arts & Letters	\$97,672.00	\$1,758.00	\$99,430.00
Blackmon, W	English	\$98,749.00	\$1,777.00	\$100,526.00
Bobbitt-Boyce, Edith	Comm Sci & Disorders	\$59,885.00	\$1,078.00	\$60,963.00
Boehne, Tara	Speech Lang Hearing Cl	\$76,633.00	\$1,379.00	\$78,012.00
Bray, William	Mathematics	\$118,713.00	\$2,137.00	\$120,850.00
Breault, Donna	Child Ed & Fam Studies	\$91,350.00	\$1,644.00	\$92,994.00
Brown, Kenneth	Economics	\$130,000.00	\$2,340.00	\$132,340.00
Brown, Orville	College of Education	\$93,380.00	\$1,681.00	\$95,061.00
Cahoj, Patricia	Physical Therapy	\$89,855.00	\$1,617.00	\$91,472.00
Callahan, Richard	Tech & Const Mgmt	\$132,001.00	\$2,376.00	\$134,377.00
Canales, Roberto	Physician Asst Studies	\$95,497.00	\$1,719.00	\$97,216.00
Capps, Steven	Learning Diag Clinic	\$67,556.00	\$1,216.00	\$68,772.00
Cardenas, Carolyn	Art & Design	\$111,936.00	\$2,015.00	\$113,951.00
Chakraborty, Sapna	Speech Lang Hearing Cl	\$93,500.00	\$1,683.00	\$95,183.00
Chesman, Jeremy	Music	\$63,713.00	\$1,147.00	\$64,860.00
Cleveland, Tracy	Physician Asst Studies	\$82,155.00	\$1,479.00	\$83,634.00
Cline, Lynn	Library	\$92,512.00	\$1,665.00	\$94,177.00
Combs, Julia	Music	\$111,565.00	\$2,008.00	\$113,573.00
Connor, George	Political Science	\$103,530.00	\$1,864.00	\$105,394.00
Cook, Jeanne	Physical Therapy	\$100,672.00	\$1,812.00	\$102,484.00
Cornelison, David	Physics Astro & Mat Sci	\$117,976.00	\$2,124.00	\$120,100.00
Coulter, Ronald	Marketing	\$132,001.00	\$2,376.00	\$134,377.00
Cron, Deborah	Comm Sci & Disorders	\$66,613.00	\$1,199.00	\$67,812.00
Daniel, Todd	Statistics Institute	\$42,240.00	\$760.00	\$43,000.00
Day, Michele	Social Work	\$61,068.00	\$1,099.00	\$62,167.00
Deal, William	Learning Diag Clinic	\$67,879.00	\$1,222.00	\$69,101.00
Dion, Nancy	Physician Asst Studies	\$84,758.00	\$1,526.00	\$86,284.00

Dodge, Steven	Physician Asst Studies	\$105,130.00	\$1,892.00	\$107,022.00
Duitsman, Dalen	CHHS-MS Public Health	\$93,355.00	\$1,680.00	\$95,035.00
Duncan, Janice	Greenwood Lab School	\$94,893.00	\$1,708.00	\$96,601.00
Edgar, William	Library	\$77,367.00	\$1,393.00	\$78,760.00
Elliott, W	Agriculture	\$119,276.00	\$2,147.00	\$121,423.00
Engler, Karen	Comm Sci & Disorders	\$68,563.00	\$1,234.00	\$69,797.00
Feeney, Sylvia	Biomedical Sciences	\$155,295.00	\$2,795.00	\$158,090.00
Franklin, Keri	Assessment	\$85,869.00	\$1,546.00	\$87,415.00
Giboney, Sharon	Physician Asst Studies	\$76,612.00	\$1,379.00	\$77,991.00
Green, Aimee	WP Allied Health Div	\$52,800.00	\$950.00	\$53,750.00
Hackney, James	Physical Therapy	\$91,031.00	\$1,639.00	\$92,670.00
Hein, Stephanie	Hospitality & Rest Adm	\$112,101.00	\$2,018.00	\$114,119.00
Henry, Kristina	Nursing	\$79,718.00	\$1,435.00	\$81,153.00
Herr, Christopher	Theatre & Dance	\$66,100.00	\$1,190.00	\$67,290.00
Hetzler, Tona	Speech Lang Hearing CI	\$107,325.00	\$1,932.00	\$109,257.00
Hignite, Michael	Computer Info Systems	\$95,861.00	\$1,725.00	\$97,586.00
Hoover, Jerry	Music	\$115,592.00	\$2,081.00	\$117,673.00
Hope, Kathryn	Nursing	\$115,543.00	\$2,080.00	\$117,623.00
Jenkins, Julie	Greenwood Lab School	\$51,719.00	\$931.00	\$52,650.00
Jolley, Jason	Mod & Classical Lang	\$89,761.00	\$1,616.00	\$91,377.00
Jones, Robert	Psychology	\$86,150.00	\$1,551.00	\$87,701.00
Kaps, Martin	Agriculture-Mtn Grv	\$86,894.00	\$1,564.00	\$88,458.00
Kennedy, Kathleen	History	\$100,321.00	\$1,806.00	\$102,127.00
Kerr, Jennifer	Comm Sci & Disorders	\$63,360.00	\$1,140.00	\$64,500.00
Lambert, Joshua	Library	\$65,231.00	\$1,174.00	\$66,405.00
Liggett, Allan	Speech Lang Hearing CI	\$57,105.00	\$1,028.00	\$58,133.00
Lokie, Andrew	Stu Dev & Public Affairs	\$84,520.00	\$1,521.00	\$86,041.00
Lopinot, Neal	Ctr For Arch Research	\$73,646.00	\$1,326.00	\$74,972.00
Mathis, S	Biology	\$108,182.00	\$1,947.00	\$110,129.00
Mayes, Hillary	Coll of Hlth & Hum Svcs	\$50,918.00	\$917.00	\$51,835.00
McCallister, Sarah	Kinesiology	\$105,239.00	\$1,894.00	\$107,133.00
McCroskey, Marilyn	Library	\$87,129.00	\$1,568.00	\$88,697.00
Meinert, David	College of Business	\$168,961.00	\$3,041.00	\$172,002.00
Miller, Andrea	Library	\$48,675.00	\$876.00	\$49,551.00
Newton, Sean	Physical Therapy	\$91,513.00	\$1,647.00	\$93,160.00
Oetting, Tara	Comm Sci & Disorders	\$59,096.00	\$1,064.00	\$60,160.00
Oswalt, Mary	Comm Sci & Disorders	\$83,283.00	\$1,499.00	\$84,782.00
Pardue, Mary	Media, Journalism Film	\$66,844.00	\$1,203.00	\$68,047.00
Parrott, Neva	WP Library	\$46,983.00	\$846.00	\$47,829.00
Pearman, Cathy	Reading Found & Tech	\$98,201.00	\$1,768.00	\$99,969.00
Plymate, Thomas	Geog Geology & Plan	\$102,378.00	\$1,843.00	\$104,221.00
Prather, Belva	Music	\$89,219.00	\$1,606.00	\$90,825.00
Pszczolkowski, Maciej	Agriculture-Mtn Grv	\$64,552.00	\$1,162.00	\$65,714.00
Ragan, Kent	Fin & Gen Business	\$140,343.00	\$2,526.00	\$142,869.00
Ray, Jack	Ctr For Arch Research	\$55,440.00	\$998.00	\$56,438.00
Richards, David	Library	\$76,928.00	\$1,385.00	\$78,313.00
Robinson, Barbara	Physical Therapy	\$95,250.00	\$1,715.00	\$96,965.00
Rohall, David	Soc & Anthropology	\$100,000.00	\$1,800.00	\$101,800.00
Rozell, Elizabeth	College of Business	\$168,961.00	\$3,041.00	\$172,002.00
Sailors, Pamela	Coll of Hum & Pub Aff	\$109,427.00	\$1,970.00	\$111,397.00
Salinas, Patti	Criminology	\$101,500.00	\$1,827.00	\$103,327.00

Schenk, Lynne	Comm Sci & Disorders	\$54,303.00	\$977.00	\$55,280.00
Schick, G	Chemistry	\$117,976.00	\$2,124.00	\$120,100.00
Sims-Giddens, Susan	Nursing	\$86,353.00	\$1,554.00	\$87,907.00
Smith, Cindy	WP Allied Health Div	\$59,600.00	\$1,073.00	\$60,673.00
Smith, Michele	Coun Leadersh & Spc Ed	\$63,268.00	\$1,139.00	\$64,407.00
Sottile, James	College of Education	\$93,380.00	\$1,681.00	\$95,061.00
Stewart, Byron	Library	\$71,868.00	\$1,294.00	\$73,162.00
Stout, Tracy	Library	\$52,947.00	\$953.00	\$53,900.00
Sudbrock, Christine	Agriculture	\$47,520.00	\$855.00	\$48,375.00
Sun, Xingping	Coll of Natl & App Sci	\$76,664.00	\$1,380.00	\$78,044.00
Tomasi, Thomas	Graduate College	\$104,896.00	\$1,888.00	\$106,784.00
Vollmar, Kenneth	Computer Science	\$100,026.00	\$1,800.00	\$101,826.00
Wagner, Kimberly	Physician Asst Studies	\$75,000.00	\$1,350.00	\$76,350.00
Wahl, Shawn	Communication	\$103,530.00	\$1,864.00	\$105,394.00
Wallentine, Scott	Physical Therapy	\$93,759.00	\$1,688.00	\$95,447.00
Warner, Samantha	Agriculture	\$45,000.00	\$810.00	\$45,810.00
Webb, Susan	Agriculture	\$50,538.00	\$910.00	\$51,448.00
White, Letitia	Comm Sci & Disorders	\$100,672.00	\$1,812.00	\$102,484.00
Wilker, Karl	Agriculture-Mtn Grv	\$82,404.00	\$1,483.00	\$83,887.00
Williams, John	Accounting	\$137,924.00	\$2,483.00	\$140,407.00
Williamson, Elizabeth	Physical Therapy	\$95,266.00	\$1,715.00	\$96,981.00
Witkowski, Colette	Biomedical Sciences	\$105,099.00	\$1,892.00	\$106,991.00
Younger, Arthur	Jordan Valley Innov Ctr	\$41,788.00	\$752.00	\$42,540.00

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

MISSOURI STATE UNIVERSITY

III.G.4.

BE IT RESOLVED by the Board of Governors for Missouri State University that the salary adjustments indicated for Academic employees, as itemized below, are effective August 1, 2015

**Academic Faculty**

<u>Name</u>	<u>Department</u>	<u>Current Salary</u>	<u>Amount of Increase</u>	<u>New Salary</u>
Abidogun, Jamaine	History	\$61,547.00	\$1,108.00	\$62,655.00
Adams, Kathryn	Nursing	\$51,765.00	\$932.00	\$52,697.00
Adams, Leigh	WP Instruction	\$42,000.00	\$756.00	\$42,756.00
Adamson, Reesha	Coun Leadersh & Spc Ed	\$53,288.00	\$959.00	\$54,247.00
Adamson, Stanley	Fin & Gen Business	\$101,947.00	\$1,835.00	\$103,782.00
Agnew, William	Coun Leadersh & Spc Ed	\$82,278.00	\$1,481.00	\$83,759.00
Ajuwon, Paul	Coun Leadersh & Spc Ed	\$62,959.00	\$1,133.00	\$64,092.00
Albin, Craig	WP Instruction	\$65,404.00	\$1,177.00	\$66,581.00
Allen, Jimmie	Art & Design	\$55,191.00	\$993.00	\$56,184.00
Allen, Nancy	Fin & Gen Business	\$46,183.00	\$831.00	\$47,014.00
Allen, Natalie	Biomedical Sciences	\$41,185.00	\$741.00	\$41,926.00
Allen, Rose	Comm Sci & Disorders	\$56,942.00	\$1,025.00	\$57,967.00
Alsup-Egbers, Clydette	Agriculture	\$65,078.00	\$1,171.00	\$66,249.00
Altena, Thomas	Kinesiology	\$57,924.00	\$1,043.00	\$58,967.00
Amberg III, Richard	Media, Journalism Film	\$52,780.00	\$950.00	\$53,730.00
Amidon, Ethan	Criminology	\$62,000.00	\$1,116.00	\$63,116.00
Anderson, Angela	Coun Leadersh & Spc Ed	\$64,872.00	\$1,168.00	\$66,040.00
Anderson, Wayne	Fin & Gen Business	\$99,700.00	\$1,795.00	\$101,495.00
Aram, Roberta	Child Ed & Fam Studies	\$69,732.00	\$1,255.00	\$70,987.00
Arendell, Telory	Theatre & Dance	\$50,650.00	\$912.00	\$51,562.00
Artman, Amy	Religious Studies	\$30,450.00	\$548.00	\$30,998.00
Asay, Nancy	Tech & Const Mgmt	\$46,138.00	\$830.00	\$46,968.00
Ashcroft, Paul	Accounting	\$123,051.00	\$2,215.00	\$125,266.00
Atwell, Jan	Nursing	\$51,151.00	\$921.00	\$52,072.00
Baggett, Holly	History	\$65,920.00	\$1,187.00	\$67,107.00
Bailey, Sandra	Merch And Fashion Des	\$66,712.00	\$1,201.00	\$67,913.00
Baker, Rebecca	Physics Astro & Mat Sci	\$43,394.00	\$781.00	\$44,175.00
Bakker, Klaas	Comm Sci & Disorders	\$77,779.00	\$1,400.00	\$79,179.00
Baldwin, Susan	Greenwood Lab School	\$45,754.00	\$824.00	\$46,578.00
Barber, Marlin	History	\$51,765.00	\$932.00	\$52,697.00
Barber, Sarah	Comm Sci & Disorders	\$43,561.00	\$784.00	\$44,345.00
Barnes, Ruth	Theatre & Dance	\$56,034.00	\$1,009.00	\$57,043.00
Barnhart, Miles	Biology	\$80,818.67	\$1,455.00	\$82,273.67
Barreda, Albert	Hospitality & Rest Adm	\$67,000.00	\$1,206.00	\$68,206.00
Barrier, Tonya	Computer Info Systems	\$98,206.00	\$1,768.00	\$99,974.00
Bass, Samuel	Accounting	\$37,826.00	\$681.00	\$38,507.00
Bassett, Damon	Geog Geology & Plan	\$45,577.00	\$820.00	\$46,397.00
Basu Roy, Subhasree	Economics	\$65,000.00	\$1,170.00	\$66,170.00

Bauman, R	Communication	\$60,068.00	\$1,081.00	\$61,149.00
Baumlin, James	English	\$84,806.00	\$1,527.00	\$86,333.00
Baumlin, Mary	English	\$69,936.00	\$1,259.00	\$71,195.00
Baynes, Leslie	Religious Studies	\$42,364.00	\$763.00	\$43,127.00
Beatty, Nick	Political Science	\$33,792.00	\$608.00	\$34,400.00
Belshoff, Richard	Mathematics	\$76,667.00	\$1,380.00	\$78,047.00
Bender, Timothy	Psychology	\$85,738.00	\$1,543.00	\$87,281.00
Berquist, Charlene	Communication	\$81,699.00	\$1,471.00	\$83,170.00
Berry, Roberta	English	\$39,824.00	\$717.00	\$40,541.00
Bhattacharyya, Gautam	Chemistry	\$56,000.00	\$1,008.00	\$57,008.00
Biagioni, Richard	Chemistry	\$80,322.00	\$1,446.00	\$81,768.00
Biava, Christina	English	\$68,640.00	\$1,236.00	\$69,876.00
Bigley, Louise	Nursing	\$51,765.00	\$932.00	\$52,697.00
Bihlmeyer, James	Media, Journalism Film	\$63,101.00	\$1,136.00	\$64,237.00
Birdyshaw, Edward	WP Instruction	\$46,506.00	\$837.00	\$47,343.00
Black, Alice	Geog Geology & Plan	\$60,596.00	\$1,091.00	\$61,687.00
Blansit, Amy	Kinesiology	\$40,000.00	\$720.00	\$40,720.00
Blanton, Patti	Mathematics	\$36,864.00	\$664.00	\$37,528.00
Blevins, Brooks	History	\$76,222.00	\$1,372.00	\$77,594.00
Bloom, Scott	Economics	\$42,240.00	\$760.00	\$43,000.00
Bodo, Bela	History	\$42,746.25	\$769.00	\$43,515.25
Bonebrake, Tara	Greenwood Lab School	\$43,645.00	\$786.00	\$44,431.00
Borich, Lynn	Communication	\$38,813.00	\$699.00	\$39,512.00
Borneman, Dea	Library	\$50,277.00	\$905.00	\$51,182.00
Bosch, Eric	Chemistry	\$89,079.00	\$1,603.00	\$90,682.00
Boulton-Funke, Adrienne	Art & Design	\$50,000.00	\$900.00	\$50,900.00
Bourhis, John	Communication	\$91,442.00	\$1,646.00	\$93,088.00
Bowe, Laura	Biology	\$37,083.00	\$667.00	\$37,750.00
Boyd, Carmen	Biomedical Sciences	\$48,135.00	\$866.00	\$49,001.00
Boyle, Megan	Coun Leadersh & Spc Ed	\$52,500.00	\$945.00	\$53,445.00
Boyle, Michael	Philosophy	\$40,320.00	\$726.00	\$41,046.00
Boys, Cathy	WP Instruction	\$46,862.00	\$844.00	\$47,706.00
Brahnam, S	Computer Info Systems	\$118,283.00	\$2,129.00	\$120,412.00
Brazeal, LeAnn	Communication	\$53,795.00	\$968.00	\$54,763.00
Breault, Rick	Reading Found & Tech	\$55,825.00	\$1,005.00	\$56,830.00
Breyfogle, Bryan	Chemistry	\$68,192.00	\$1,227.00	\$69,419.00
Brinson, Sabrina	Child Ed & Fam Studies	\$70,755.00	\$1,274.00	\$72,029.00
Broadus, Marilyn	Greenwood Lab School	\$39,341.00	\$708.00	\$40,049.00
Brock, Timothy	Geog Geology & Plan	\$54,000.00	\$972.00	\$54,972.00
Brodeur, Amanda	Biomedical Sciences	\$55,906.00	\$1,006.00	\$56,912.00
Brown, David	Child Ed & Fam Studies	\$90,483.00	\$1,629.00	\$92,112.00
Brown, Robert	Mathematics	\$34,621.00	\$623.00	\$35,244.00
Brummel, Sara	Theatre & Dance	\$56,034.00	\$1,009.00	\$57,043.00
Buchanan, Erin	Psychology	\$56,794.00	\$1,022.00	\$57,816.00
Buckner, Margaret	Soc & Anthropology	\$74,286.00	\$1,337.00	\$75,623.00
Bunn, Roger	Mathematics	\$41,412.00	\$745.00	\$42,157.00
Burch, Abby	Greenwood Lab School	\$40,779.00	\$734.00	\$41,513.00
Burge, Sara	English	\$33,551.00	\$604.00	\$34,155.00
Burnett, Melissa	Marketing	\$106,110.00	\$1,910.00	\$108,020.00
Burton, Michael	Agriculture	\$71,168.00	\$1,281.00	\$72,449.00



Burton, Richard	Computer Info Systems	\$38,621.00	\$695.00	\$39,316.00
Bushman, Barbara	Kinesiology	\$87,064.00	\$1,567.00	\$88,631.00
Butler, Marcia	History	\$54,925.00	\$989.00	\$55,914.00
Bynum, Sharon	WP Instruction	\$34,000.00	\$612.00	\$34,612.00
Byrd, David	Accounting	\$115,052.00	\$2,071.00	\$117,123.00
Byrd, Sandra	Accounting	\$119,469.00	\$2,150.00	\$121,619.00
Cadle, Lanette	English	\$53,949.00	\$971.00	\$54,920.00
Cafagna, Marcus	English	\$58,194.00	\$1,047.00	\$59,241.00
Calfano, Brian	Political Science	\$46,403.25	\$835.00	\$47,238.25
Calihman, Matthew	English	\$56,509.00	\$1,017.00	\$57,526.00
Cameron, James	Music	\$55,895.00	\$1,006.00	\$56,901.00
Camp, Dianne	Reading Found & Tech	\$81,136.00	\$1,460.00	\$82,596.00
Carawan, Edwin	Mod & Classical Lang	\$70,387.00	\$1,267.00	\$71,654.00
Cardin, Ashlea	Speech Lang Hearing Cl	\$76,632.00	\$1,379.00	\$78,011.00
Carney, Russell	Psychology	\$88,970.00	\$1,601.00	\$90,571.00
Carr, Judy	WP Instruction	\$48,984.00	\$882.00	\$49,866.00
Carr, Sylvia	Mathematics	\$42,826.00	\$771.00	\$43,597.00
Carr, W	Speech Lang Hearing Cl	\$61,915.00	\$1,114.00	\$63,029.00
Casey, Lisa	Music	\$63,797.00	\$1,148.00	\$64,945.00
Cash, Cody	Philosophy	\$30,450.00	\$548.00	\$30,998.00
Cathey, Christie	Psychology	\$50,750.00	\$914.00	\$51,664.00
Caton, Barbara	WP Allied Health Div	\$55,514.00	\$999.00	\$56,513.00
Cemore Brigden, Joanna	Child Ed & Fam Studies	\$58,383.00	\$1,051.00	\$59,434.00
Chambers, Amanda	Child Ed & Fam Studies	\$51,765.00	\$932.00	\$52,697.00
Chang, Chih-Cheng	Fin & Gen Business	\$121,591.00	\$2,189.00	\$123,780.00
Chang, Ching-Wen	Reading Found & Tech	\$60,900.00	\$1,096.00	\$61,996.00
Chapman, Carol	Music	\$52,800.00	\$950.00	\$53,750.00
Chaston, Joel	English	\$70,875.00	\$1,276.00	\$72,151.00
Cheng, Yungchen	Mathematics	\$83,427.00	\$1,502.00	\$84,929.00
Chenoweth, Amelia	Coun Leadersh & Spc Ed	\$42,000.00	\$756.00	\$42,756.00
Chin, Jerry	Computer Info Systems	\$115,000.00	\$2,070.00	\$117,070.00
Chin, Mary	Marketing	\$49,179.00	\$885.00	\$50,064.00
Chuchiak, John	History	\$72,257.00	\$1,301.00	\$73,558.00
Claborn, David	CHHS-MS Public Health	\$74,962.00	\$1,349.00	\$76,311.00
Clark, Darryl	Theatre & Dance	\$49,048.00	\$883.00	\$49,931.00
Clark, Ronald	Marketing	\$117,810.00	\$2,121.00	\$119,931.00
Clayton, Michael	Psychology	\$55,500.00	\$999.00	\$56,499.00
Cline, Andrew	Media, Journalism Film	\$60,571.00	\$1,090.00	\$61,661.00
Cobb, Barry	Management	\$70,000.00	\$1,260.00	\$71,260.00
Cofer, James	Marketing	\$174,241.00	\$3,136.00	\$177,377.00
Cohen Ioannides, Mara	English	\$41,733.00	\$751.00	\$42,484.00
Collins, Peter	Music	\$69,405.00	\$1,249.00	\$70,654.00
Colombo, Anne	Mod & Classical Lang	\$36,757.00	\$662.00	\$37,419.00
Coltharp, Allison	Communication	\$41,401.00	\$745.00	\$42,146.00
Combs, Christine	Child Ed & Fam Studies	\$38,895.00	\$700.00	\$39,595.00
Cook, Sherry	Marketing	\$49,487.00	\$891.00	\$50,378.00
Coombs, James	Library	\$58,458.00	\$1,052.00	\$59,510.00
Corcoran, Deborah	Geog Geology & Plan	\$48,066.00	\$865.00	\$48,931.00
Cornelius-White, Jeffrey	Coun Leadersh & Spc Ed	\$68,535.00	\$1,234.00	\$69,769.00

Cox, Nora	Communication	\$37,683.00	\$678.00	\$38,361.00
Crafts, Daniel	Hospitality & Rest Adm	\$69,175.00	\$1,245.00	\$70,420.00
Crain, Susan	Fin & Gen Business	\$125,857.00	\$2,265.00	\$128,122.00
Crowder, Rebecca	Greenwood Lab School	\$40,497.00	\$729.00	\$41,226.00
Cuebas, Dean	Chemistry	\$55,935.00	\$1,007.00	\$56,942.00
Cunningham, Denise	Child Ed & Fam Studies	\$59,394.00	\$1,069.00	\$60,463.00
Czyzniewski, Michael	English	\$51,765.00	\$932.00	\$52,697.00
Daehn, Ann Marie	Music	\$51,765.00	\$932.00	\$52,697.00
Dale, Michal	Management	\$37,965.00	\$683.00	\$38,648.00
Dallas, Melissa	Hospitality & Rest Adm	\$109,555.00	\$1,972.00	\$111,527.00
Dalton, Tracy	English	\$41,223.00	\$742.00	\$41,965.00
Daniel, Carol	Nursing	\$52,800.00	\$950.00	\$53,750.00
Daoust, Mario	Geog Geology & Plan	\$53,105.00	\$956.00	\$54,061.00
Dattero, Ronald	Computer Info Systems	\$112,918.00	\$2,033.00	\$114,951.00
Daugherty, Timothy	Psychology	\$90,721.00	\$1,633.00	\$92,354.00
De la Hoz De la Hoz, Helena	Chemistry	\$33,000.00	\$594.00	\$33,594.00
Debode, Jason	Management	\$110,000.00	\$1,980.00	\$111,980.00
Denton, D	Management	\$98,418.00	\$1,772.00	\$100,190.00
Denton, Melinda	WP Instruction	\$43,570.00	\$784.00	\$44,354.00
DePaepe, Paris	Coun Leadersh & Spc Ed	\$75,839.00	\$1,365.00	\$77,204.00
DeWitt, Joyce	WP Allied Health Div	\$55,330.00	\$996.00	\$56,326.00
Dicke, Thomas	History	\$71,411.00	\$1,285.00	\$72,696.00
Dillon, Randy	Communication	\$80,789.00	\$1,454.00	\$82,243.00
Dimond, Jack	Media, Journalism Film	\$42,746.00	\$769.00	\$43,515.00
Dollar, Susan	Social Work	\$83,411.00	\$1,501.00	\$84,912.00
Dong, Lifeng	Physics Astro & Mat Sci	\$61,788.00	\$1,112.00	\$62,900.00
Dowdy, David	Mod & Classical Lang	\$75,243.00	\$1,354.00	\$76,597.00
Dowdy, Marcia	Coun Leadersh & Spc Ed	\$45,223.00	\$814.00	\$46,037.00
Downing, John	Kinesiology	\$65,354.00	\$1,176.00	\$66,530.00
Dreyer-Lude, Melanie	Theatre & Dance	\$51,000.00	\$918.00	\$51,918.00
Dudash-Buskirk, Elizabeth	Communication	\$59,194.00	\$1,065.00	\$60,259.00
Dunlop, Vicki	Greenwood Lab School	\$52,851.00	\$951.00	\$53,802.00
Durham, Paul	Biology	\$128,288.00	\$2,309.00	\$130,597.00
Dyer, Samuel	Communication	\$60,068.00	\$1,081.00	\$61,149.00
Echols, Leslie	Psychology	\$54,500.00	\$981.00	\$55,481.00
Egbert, Robert	Coop Engineering Prog	\$98,740.00	\$1,777.00	\$100,517.00
Ehlers, Abigale	Hospitality & Rest Adm	\$45,095.00	\$812.00	\$45,907.00
Ekstam, Keith	Art & Design	\$73,293.00	\$1,319.00	\$74,612.00
Eldred, Jannette	Social Work	\$40,600.00	\$731.00	\$41,331.00
Ellickson, Mark	Political Science	\$69,954.00	\$1,259.00	\$71,213.00
Ellis, Christopher	Marketing	\$38,417.00	\$692.00	\$39,109.00
Ellis, Michael	English	\$69,837.00	\$1,257.00	\$71,094.00
English, Catherine	English	\$50,750.00	\$914.00	\$51,664.00
Ernce, Keith	Kinesiology	\$85,345.00	\$1,536.00	\$86,881.00
Estrella, Ana	WP Instruction	\$37,788.00	\$680.00	\$38,468.00
Evans, Kevin	Geog Geology & Plan	\$67,245.00	\$1,210.00	\$68,455.00
Evans, Sarah	Computer Info Systems	\$36,757.00	\$662.00	\$37,419.00
Fairbairn, Candace	Child Ed & Fam Studies	\$42,009.00	\$756.00	\$42,765.00
Fallone, Melissa	Psychology	\$51,184.00	\$921.00	\$52,105.00

Fanetti, Matthew	Psychology	\$70,772.00	\$1,274.00	\$72,046.00
Fearing, Cory	Greenwood Lab School	\$41,032.00	\$739.00	\$41,771.00
Federman, Elizabeth	CHHS-MS Public Health	\$60,268.00	\$1,085.00	\$61,353.00
Felicilda, Rhea	Nursing	\$59,136.00	\$1,064.00	\$60,200.00
Fichter, Kathryn	Chemistry	\$53,836.00	\$969.00	\$54,805.00
Finch, Kim	Coun Leadersh & Spc Ed	\$55,459.00	\$998.00	\$56,457.00
Finch, Martha	Religious Studies	\$59,844.00	\$1,077.00	\$60,921.00
Fischer, Donald	Psychology	\$69,254.00	\$1,247.00	\$70,501.00
Fisher, Bradley	Psychology	\$86,108.00	\$1,550.00	\$87,658.00
Fitzgerald, Ivy	Biomedical Sciences	\$40,000.00	\$720.00	\$40,720.00
Flanders, Janelle	Greenwood Lab School	\$40,072.00	\$721.00	\$40,793.00
Follensbee, Billie	Art & Design	\$69,946.00	\$1,259.00	\$71,205.00
Foreman, Elizabeth	Philosophy	\$55,000.00	\$990.00	\$55,990.00
Foster, Lyle	Soc & Anthropology	\$42,240.00	\$760.00	\$43,000.00
Foster, Micheal	Theatre & Dance	\$55,887.00	\$1,006.00	\$56,893.00
Fox, Corey	Management	\$110,000.00	\$1,980.00	\$111,980.00
Fraczak, Jacek	Art & Design	\$56,259.00	\$1,013.00	\$57,272.00
Franklin, Thomas	Comm Sci & Disorders	\$70,343.00	\$1,266.00	\$71,609.00
Frederick, Dana	Management	\$43,170.00	\$777.00	\$43,947.00
Freeman, Cynthia	Child Ed & Fam Studies	\$39,697.00	\$715.00	\$40,412.00
Gale, Crystal	Library	\$44,726.00	\$805.00	\$45,531.00
Galloway, Julie	Economics	\$49,048.00	\$883.00	\$49,931.00
Galloway, Terrel	Economics	\$83,477.00	\$1,503.00	\$84,980.00
Garg, Vinay	Management	\$90,069.00	\$1,621.00	\$91,690.00
Garland, Brett	Criminology	\$77,648.00	\$1,398.00	\$79,046.00
Garrad, Richard	Biomedical Sciences	\$79,422.00	\$1,430.00	\$80,852.00
Garrison, Traci	Speech Lang Hearing CI	\$64,960.00	\$1,169.00	\$66,129.00
Garrison-Kane, Linda	Coun Leadersh & Spc Ed	\$75,791.00	\$1,364.00	\$77,155.00
Gartin, Patrick	Criminology	\$78,319.00	\$1,410.00	\$79,729.00
Gattis, Lyn	English	\$56,301.00	\$1,013.00	\$57,314.00
Gebken, Richard	Tech & Const Mgmt	\$81,006.00	\$1,458.00	\$82,464.00
Gerasimchuk, Nikolay	Chemistry	\$70,397.00	\$1,267.00	\$71,664.00
Gholson, Martha	English	\$50,420.00	\$908.00	\$51,328.00
Ghosh, Kartik	Physics Astro & Mat Sci	\$75,564.00	\$1,360.00	\$76,924.00
Gibson, Hugh	Kinesiology	\$60,761.00	\$1,094.00	\$61,855.00
Gibson, Kathryn	Greenwood Lab School	\$47,350.00	\$852.00	\$48,202.00
Gillam, Kenneth	English	\$58,931.00	\$1,061.00	\$59,992.00
Given, Mark	Religious Studies	\$58,672.00	\$1,056.00	\$59,728.00
Goddard, Stacy	Kinesiology	\$36,960.00	\$665.00	\$37,625.00
Goeringer, Michael	Coun Leadersh & Spc Ed	\$41,412.00	\$745.00	\$42,157.00
Goerndt, Michael	Agriculture-Darr Ag Ctr	\$32,452.39	\$584.00	\$33,036.39
Goodwin, Brenda	Kinesiology	\$52,438.00	\$944.00	\$53,382.00
Goodwin, David	Reading Found & Tech	\$58,496.00	\$1,053.00	\$59,549.00
Gouzie, Douglas	Geog Geology & Plan	\$60,639.00	\$1,092.00	\$61,731.00
Grand, Melanie	Hospitality & Rest Adm	\$60,941.00	\$1,097.00	\$62,038.00
Granger, Michele	Management	\$81,656.00	\$1,470.00	\$83,126.00
Graves, Carolyn	Nursing	\$52,253.00	\$941.00	\$53,194.00
Greene, Brian	Biology	\$59,387.00	\$1,069.00	\$60,456.00
Greene, Janice	Biology	\$73,538.00	\$1,324.00	\$74,862.00
Griffith, Cameron	Soc & Anthropology	\$30,000.00	\$540.00	\$30,540.00
Groves, Fred	Reading Found & Tech	\$81,174.00	\$1,461.00	\$82,635.00

Guo, Kanghui	Mathematics	\$82,433.00	\$1,484.00	\$83,917.00
Gutierrez, Melida	Geog Geology & Plan	\$71,243.00	\$1,282.00	\$72,525.00
Gutting, Edward	History	\$42,240.00	\$760.00	\$43,000.00
Gutzke, David	History	\$78,041.00	\$1,405.00	\$79,446.00
Haggard, Dana	Management	\$93,316.00	\$1,680.00	\$94,996.00
Haggard, Kelly	Fin & Gen Business	\$122,234.00	\$2,200.00	\$124,434.00
Hail, Cynthia	Child Ed & Fam Studies	\$79,983.00	\$1,440.00	\$81,423.00
Hall, Lisa	Soc & Anthropology	\$53,836.00	\$969.00	\$54,805.00
Hamm, Randall	Music	\$64,663.00	\$1,164.00	\$65,827.00
Hammerschmidt, Melinda	Greenwood Lab School	\$38,628.00	\$695.00	\$39,323.00
Hammond, Michael	Accounting	\$46,741.00	\$841.00	\$47,582.00
Hamwi, Georg	Marketing	\$107,291.00	\$1,931.00	\$109,222.00
Harbaugh, Adam	Mathematics	\$54,871.00	\$988.00	\$55,859.00
Harges, Mary	Mod & Classical Lang	\$67,594.00	\$1,217.00	\$68,811.00
Harms, John	Soc & Anthropology	\$79,733.00	\$1,435.00	\$81,168.00
Harper, Sharon	Art & Design	\$66,113.00	\$1,190.00	\$67,303.00
Harris, Michael	Communication	\$45,675.00	\$822.00	\$46,497.00
Harsha, Phillip	Accounting	\$123,320.00	\$2,220.00	\$125,540.00
Hart, James	WP Instruction	\$45,067.00	\$811.00	\$45,878.00
Haslam, Darryl	Social Work	\$63,684.00	\$1,146.00	\$64,830.00
Hass, Aida	Criminology	\$73,446.00	\$1,322.00	\$74,768.00
Hatch, Jerry	Art & Design	\$58,745.00	\$1,057.00	\$59,802.00
Hatz, Kirsten	Kinesiology	\$38,489.00	\$693.00	\$39,182.00
Hausback, Jason	Music	\$51,765.00	\$932.00	\$52,697.00
Havel, John	Biology	\$83,906.00	\$1,510.00	\$85,416.00
Haynes, Vickie	Child Ed & Fam Studies	\$39,697.00	\$715.00	\$40,412.00
Hays, David	Music	\$64,057.00	\$1,153.00	\$65,210.00
Hedgpath, Kent	Greenwood Lab School	\$43,310.00	\$780.00	\$44,090.00
Heinlein, Kurt	Theatre & Dance	\$64,901.00	\$1,168.00	\$66,069.00
Heitger, Lester	Accounting	\$128,622.00	\$2,315.00	\$130,937.00
Hellman, Andrea	Child Ed & Fam Studies	\$44,352.00	\$798.00	\$45,150.00
Hellman, Daniel	Music	\$54,129.00	\$974.00	\$55,103.00
Henary, Sara	Political Science	\$52,000.00	\$936.00	\$52,936.00
Hendrickson, Nicole	Biomedical Sciences	\$40,000.00	\$720.00	\$40,720.00
Henson, Pamela	Mathematics	\$44,161.00	\$795.00	\$44,956.00
Hermans, Charles	Marketing	\$109,484.00	\$1,971.00	\$111,455.00
Heyboer, Jill	Music	\$63,797.00	\$1,148.00	\$64,945.00
Heywood, John	Biology	\$76,778.00	\$1,382.00	\$78,160.00
Hickey, Dennis	Political Science	\$93,164.00	\$1,677.00	\$94,841.00
High, Brian	Chemistry	\$42,552.00	\$766.00	\$43,318.00
Hill, Lindsay	WP Allied Health Div	\$43,500.00	\$783.00	\$44,283.00
Hiller, Jokima	Hospitality & Rest Adm	\$50,000.00	\$900.00	\$50,900.00
Hinch, Steven	Reading Found & Tech	\$64,494.00	\$1,161.00	\$65,655.00
Hines, Christopher	Accounting	\$116,725.00	\$2,101.00	\$118,826.00
Hobbs, Lora	Religious Studies	\$46,273.00	\$833.00	\$47,106.00
Hoegeman, Catherine	Soc & Anthropology	\$50,750.00	\$914.00	\$51,664.00
Holmer, Earl	English	\$38,309.00	\$690.00	\$38,999.00
Homburg, Andrew	Music	\$52,800.00	\$950.00	\$53,750.00
Hong, Hye-Jung	Music	\$51,450.00	\$926.00	\$52,376.00
Hoogestraat, Jane	English	\$69,929.00	\$1,259.00	\$71,188.00

Hooper, Madeleine	Mod & Classical Lang	\$79,053.00	\$1,423.00	\$80,476.00
Hornsby-Gutting, Angela	History	\$71,808.00	\$1,293.00	\$73,101.00
Horton, Leonard	Media, Journalism Film	\$47,705.00	\$859.00	\$48,564.00
Hough, Lyon	Biomedical Sciences	\$54,810.00	\$987.00	\$55,797.00
Howell, Marcus	Art & Design	\$52,100.00	\$938.00	\$53,038.00
Howerton, Phillip	WP Instruction	\$48,092.73	\$866.00	\$48,958.73
Hu, Shouchuan	Mathematics	\$83,925.33	\$1,511.00	\$85,436.33
Huang, Shyang	Physics Astro & Mat Sci	\$71,704.00	\$1,291.00	\$72,995.00
Hubbard, Kevin	Tech & Const Mgmt	\$81,200.00	\$1,462.00	\$82,662.00
Huddleston, Carla	WP Allied Health Div	\$49,653.00	\$894.00	\$50,547.00
Hudson, Danae	Psychology	\$31,737.00	\$571.00	\$32,308.00
Hudson, Michael	Speech Lang Hearing CI	\$73,800.00	\$1,328.00	\$75,128.00
Huff, Jeffrey	WP Instruction	\$45,067.00	\$811.00	\$45,878.00
Hughes, Joseph	Mod & Classical Lang	\$70,383.00	\$1,267.00	\$71,650.00
Hughes, Kevin	Art & Design	\$55,620.00	\$1,001.00	\$56,621.00
Hughes, Myra	Biology	\$34,422.00	\$620.00	\$35,042.00
Hulett, Michelle	Computer Info Systems	\$40,269.00	\$725.00	\$40,994.00
Hulus, Joseph	Coun Leadersh & Spc Ed	\$65,592.00	\$1,181.00	\$66,773.00
Hunter, Anne Marie	Biomedical Sciences	\$58,131.00	\$1,046.00	\$59,177.00
Hurst, Beth	Reading Found & Tech	\$80,915.00	\$1,456.00	\$82,371.00
Hutter, James	Agriculture	\$65,019.00	\$1,170.00	\$66,189.00
Hwang, Chin-Feng	Agriculture-Mtn Grv	\$64,543.00	\$1,162.00	\$65,705.00
Iantria, Linnea	Geog Geology & Plan	\$46,375.00	\$835.00	\$47,210.00
Iman, Gary	Communication	\$36,236.00	\$652.00	\$36,888.00
Ioannides, Dimitri	Geog Geology & Plan	\$23,086.00	\$416.00	\$23,502.00
Jackson-Brown, Grace	Library	\$55,832.00	\$1,005.00	\$56,837.00
Jamos, Abdullah	Comm Sci & Disorders	\$55,825.00	\$1,005.00	\$56,830.00
Jennings, Bryan	Art & Design	\$53,856.00	\$969.00	\$54,825.00
Jennings, Mary	Social Work	\$76,306.00	\$1,374.00	\$77,680.00
Jennings-Pineda, Joyce	WP Instruction	\$45,972.00	\$827.00	\$46,799.00
John, Judith	English	\$67,545.00	\$1,216.00	\$68,761.00
Johnson, Andrew	Philosophy	\$54,934.00	\$989.00	\$55,923.00
Johnson, David	Political Science	\$61,603.00	\$1,109.00	\$62,712.00
Johnson, Julie	Mod & Classical Lang	\$63,788.00	\$1,148.00	\$64,936.00
Johnson, Richard	Computer Info Systems	\$99,803.00	\$1,796.00	\$101,599.00
Johnston, Ahren	Marketing	\$107,291.00	\$1,931.00	\$109,222.00
Jolivette, Catherine	Art & Design	\$56,558.00	\$1,018.00	\$57,576.00
Jones, Adena	Psychology	\$56,794.00	\$1,022.00	\$57,816.00
Jones, Cheryl	Library	\$58,014.00	\$1,044.00	\$59,058.00
Jones, Jeffrey	Fin & Gen Business	\$116,725.00	\$2,101.00	\$118,826.00
Jones, Martin	Tech & Const Mgmt	\$77,738.00	\$1,399.00	\$79,137.00
Jones, Steven	Reading Found & Tech	\$74,850.00	\$1,347.00	\$76,197.00
Joswick, David	Tech & Const Mgmt	\$72,424.00	\$1,304.00	\$73,728.00
Jutla, Rajinder	Geog Geology & Plan	\$68,738.00	\$1,237.00	\$69,975.00
Kaatz, James	Political Science	\$56,688.00	\$1,020.00	\$57,708.00
Kaf, Wafaa	Comm Sci & Disorders	\$83,369.00	\$1,501.00	\$84,870.00
Kane, Thomas	Psychology	\$74,183.00	\$1,335.00	\$75,518.00
Karanikas, Marianthe	English	\$50,992.00	\$918.00	\$51,910.00
Karuppan, Corinne	Management	\$111,273.00	\$2,003.00	\$113,276.00
Kaufman, Daniel	Philosophy	\$70,984.00	\$1,278.00	\$72,262.00

Kaula, Rajeev	Computer Info Systems	\$102,818.00	\$1,851.00	\$104,669.00
Keith, Nancy	Marketing	\$107,540.00	\$1,936.00	\$109,476.00
Keller, Anthony	Accounting	\$111,805.00	\$2,012.00	\$113,817.00
Keller, Carl	Accounting	\$121,717.00	\$2,191.00	\$123,908.00
Keltner, Michael	Kinesiology	\$36,349.00	\$654.00	\$37,003.00
Kemp, Paula	Mathematics	\$99,988.00	\$1,800.00	\$101,788.00
Kenneally, Maria	Nursing	\$60,268.00	\$1,085.00	\$61,353.00
Keys, Amanda	Social Work	\$52,000.00	\$936.00	\$52,936.00
Killion, John	Mathematics	\$76,664.00	\$1,380.00	\$78,044.00
Kilmer, Shelby	Mathematics	\$78,715.00	\$1,417.00	\$80,132.00
Kim, Kyoungtae	Biology	\$58,819.00	\$1,059.00	\$59,878.00
Kirkland-Ives, Mitzi	Art & Design	\$54,657.00	\$984.00	\$55,641.00
Kleeschulte, Melanie	Mod & Classical Lang	\$36,540.00	\$658.00	\$37,198.00
Knapp, Timothy	Soc & Anthropology	\$81,127.00	\$1,460.00	\$82,587.00
Knight, Jack	Philosophy	\$78,546.00	\$1,414.00	\$79,960.00
Koo, Pedro	Mod & Classical Lang	\$56,675.00	\$1,020.00	\$57,695.00
Kostic, Bogdan	Psychology	\$50,730.00	\$913.00	\$51,643.00
Kostovic, Cedimir	Art & Design	\$76,513.00	\$1,377.00	\$77,890.00
Kovacs, Laszlo	Biology	\$80,867.00	\$1,456.00	\$82,323.00
Kwon, Seongchun	WP Instruction	\$39,000.00	\$702.00	\$39,702.00
Kyle, Jerri	Communication	\$40,305.00	\$725.00	\$41,030.00
LaBarr, Cameron	Music	\$51,000.00	\$918.00	\$51,918.00
LaMontagne, Michael	Biology	\$48,000.00	\$864.00	\$48,864.00
Lamouria, Lanya	English	\$52,800.00	\$950.00	\$53,750.00
Lampe, James	Accounting	\$138,662.00	\$2,496.00	\$141,158.00
LaPreze, Melody	Management	\$85,596.00	\$1,541.00	\$87,137.00
Larson, Deborah	Media, Journalism Film	\$58,553.00	\$1,054.00	\$59,607.00
Leamy, Diane	Criminology	\$46,208.00	\$832.00	\$47,040.00
Leasure, Stanley	Fin & Gen Business	\$88,530.00	\$1,594.00	\$90,124.00
Leibert, Don	Management	\$85,917.00	\$1,547.00	\$87,464.00
Leinweber, Ashley	Political Science	\$53,836.00	\$969.00	\$54,805.00
Lewis, Andrew	History	\$96,365.00	\$1,735.00	\$98,100.00
Lewis, Heather	Greenwood Lab School	\$35,800.00	\$644.00	\$36,444.00
Liang, Yating	Kinesiology	\$64,427.00	\$1,160.00	\$65,587.00
Libby, Cynthia	Music	\$69,408.00	\$1,249.00	\$70,657.00
Ligon, Day	Biology	\$58,931.00	\$1,061.00	\$59,992.00
Little, Robert	Theatre & Dance	\$62,188.00	\$1,119.00	\$63,307.00
Liu, Hui	Computer Science	\$74,946.00	\$1,349.00	\$76,295.00
Llewellyn, John	Religious Studies	\$76,033.00	\$1,369.00	\$77,402.00
Lombilla, Luis	Mod & Classical Lang	\$39,319.00	\$708.00	\$40,027.00
Lopez, Joyce	Management	\$37,805.00	\$680.00	\$38,485.00
Lowe, Roberta	Art & Design	\$37,846.00	\$681.00	\$38,527.00
Luo, Jun	Geog Geology & Plan	\$59,491.00	\$1,071.00	\$60,562.00
Lutz, David	Psychology	\$84,625.00	\$1,523.00	\$86,148.00
Lyman, Sean	Art & Design	\$52,270.00	\$941.00	\$53,211.00
Macgregor, Cynthia	Coun Leadersh & Spc Ed	\$72,023.00	\$1,296.00	\$73,319.00
Madden, Etta	English	\$74,289.00	\$1,337.00	\$75,626.00
Maher, Sean	Biology	\$53,500.00	\$963.00	\$54,463.00
Maier, Melissa	Communication	\$51,765.00	\$932.00	\$52,697.00
Malega, Ronald	Geog Geology & Plan	\$54,810.00	\$987.00	\$55,797.00
Mantie-Kozlowski,	Comm Sci & Disorders	\$60,268.00	\$1,085.00	\$61,353.00

Alana				
Maples, Carol	Theatre & Dance	\$54,949.00	\$989.00	\$55,938.00
Margavio, Geanie	Accounting	\$102,287.00	\$1,841.00	\$104,128.00
Margavio, Thomas	Computer Info Systems	\$96,796.00	\$1,742.00	\$98,538.00
Marlin-Hess, Maggie	Theatre & Dance	\$49,582.00	\$892.00	\$50,474.00
Marrus, Malikah	Social Work	\$59,200.00	\$1,066.00	\$60,266.00
Martin, Jill	Greenwood Lab School	\$44,810.00	\$807.00	\$45,617.00
Martin, Judith	Mod & Classical Lang	\$64,237.00	\$1,156.00	\$65,393.00
Martinez, Blanca	Mod & Classical Lang	\$39,389.00	\$709.00	\$40,098.00
Masterson, Gerald	Kinesiology	\$79,697.00	\$1,435.00	\$81,132.00
Mathew, George	Mathematics	\$78,895.00	\$1,420.00	\$80,315.00
Matthews, James	Coun Leadersh & Spc Ed	\$42,635.00	\$767.00	\$43,402.00
May, Diane	Geog Geology & Plan	\$55,438.00	\$998.00	\$56,436.00
Mayanovic, Robert	Physics Astro & Mat Sci	\$85,914.00	\$1,546.00	\$87,460.00
Mays, Larry	Kinesiology	\$35,923.00	\$647.00	\$36,570.00
McCarthy, Belinda	Coun Leadersh & Spc Ed	\$184,560.00	\$3,322.00	\$187,882.00
McCarthy, Bernard	Criminology	\$93,767.00	\$1,688.00	\$95,455.00
McClennen, Joan	Social Work	\$78,219.00	\$1,408.00	\$79,627.00
McIntyre, Stephen	History	\$65,920.00	\$1,187.00	\$67,107.00
McLean, Annice	Reading Found & Tech	\$44,790.00	\$806.00	\$45,596.00
McMeley, Cynthia	Child Ed & Fam Studies	\$39,697.00	\$715.00	\$40,412.00
McMurtrey, Shannon	Computer Info Systems	\$60,900.00	\$1,096.00	\$61,996.00
Meadows, William	Soc & Anthropology	\$64,515.00	\$1,161.00	\$65,676.00
Meek, Russell	Fin & Gen Business	\$22,500.00	\$426.00	\$24,086.00
Mehany, Mohammed	Tech & Const Mgmt	\$75,000.00	\$1,350.00	\$76,350.00
Meints, Gary	Chemistry	\$58,812.00	\$1,059.00	\$59,871.00
Merrigan, Michael	Management	\$82,824.00	\$1,491.00	\$84,315.00
Meyer, James	Child Ed & Fam Studies	\$67,022.00	\$1,206.00	\$68,228.00
Meyer, Judith	Geog Geology & Plan	\$61,195.00	\$1,102.00	\$62,297.00
Miao, Xin	Geog Geology & Plan	\$59,751.00	\$1,076.00	\$60,827.00
Michalczyk, Maria	Art & Design	\$63,525.00	\$1,143.00	\$64,668.00
Michelfelder, Gary	Geog Geology & Plan	\$53,795.00	\$968.00	\$54,763.00
Mickus, Kevin	Geog Geology & Plan	\$60,866.25	\$1,096.00	\$61,962.25
Miller, Carol	Fin & Gen Business	\$114,586.00	\$2,063.00	\$116,649.00
Miller, F	History	\$71,191.00	\$1,281.00	\$72,472.00
Miller, Kyle	History	\$41,412.00	\$745.00	\$42,157.00
Mitchell, D	Psychology	\$64,082.00	\$1,153.00	\$65,235.00
Mitchell, David	Economics	\$80,942.00	\$1,457.00	\$82,399.00
Mitra, Mahua	Economics	\$86,334.00	\$1,554.00	\$87,888.00
Mitra, Saibal	Physics Astro & Mat Sci	\$74,305.00	\$1,337.00	\$75,642.00
Moore, Renee	WP Instruction	\$60,106.00	\$1,082.00	\$61,188.00
Morgan, Connie	WP Instruction	\$41,876.00	\$754.00	\$42,630.00
Morgan, Michelle	History	\$53,856.00	\$969.00	\$54,825.00
Morris, Eric	Communication	\$58,080.00	\$1,045.00	\$59,125.00
Morris, Robert	Biomedical Sciences	\$55,906.00	\$1,006.00	\$56,912.00
Morris, Taleyna	Communication	\$35,525.00	\$639.00	\$36,164.00
Morrison, Kathleen	WP Instruction	\$66,319.00	\$1,194.00	\$67,513.00
Morrison, Martin	Music	\$36,540.00	\$658.00	\$37,198.00
Moser, Linda	English	\$64,820.00	\$1,167.00	\$65,987.00
Moses, Duane	Computer Info Systems	\$80,853.00	\$1,455.00	\$82,308.00
Mosier, Samantha	Political Science	\$54,000.00	\$972.00	\$54,972.00

Muchnick, Amy	Music	\$62,211.00	\$1,120.00	\$63,331.00
Murray, Michael	Music	\$66,357.00	\$1,194.00	\$67,551.00
Murray, Michael	Music	\$68,371.00	\$1,231.00	\$69,602.00
Murray, Sarah	Biomedical Sciences	\$41,731.00	\$751.00	\$42,482.00
Murvin, Jennifer	English	\$36,088.00	\$650.00	\$36,738.00
Neely, Jeremy	History	\$42,427.00	\$764.00	\$43,191.00
Nelsen, Janice	Kinesiology	\$57,924.00	\$1,043.00	\$58,967.00
Nelson, Eric	History	\$71,551.00	\$1,288.00	\$72,839.00
Nelson, Walt	Fin & Gen Business	\$94,115.00	\$1,694.00	\$95,809.00
Neumann, Richard	English	\$41,258.00	\$743.00	\$42,001.00
Newman, Mary	Psychology	\$60,043.00	\$1,081.00	\$61,124.00
Nixon, Sarah	Reading Found & Tech	\$66,743.00	\$1,201.00	\$67,944.00
Norander, Per	Economics	\$48,964.00	\$881.00	\$49,845.00
Norander, Stephanie	Communication	\$58,397.00	\$1,051.00	\$59,448.00
Northrip-Rivera, Angelia	English	\$39,761.00	\$716.00	\$40,477.00
Norton, Robert	Mod & Classical Lang	\$85,590.00	\$1,541.00	\$87,131.00
Novik, Melinda	Kinesiology	\$55,826.00	\$1,005.00	\$56,831.00
Novotny, Daniela	Biomedical Sciences	\$40,600.00	\$731.00	\$41,331.00
Nugent, Pauline	Mod & Classical Lang	\$68,010.00	\$1,224.00	\$69,234.00
Oatman, David	Kinesiology	\$81,377.00	\$1,465.00	\$82,842.00
Oden, Debra	Accounting	\$109,986.00	\$1,980.00	\$111,966.00
Olsen, Reed	Economics	\$90,141.00	\$1,623.00	\$91,764.00
Olson, Stevan	Accounting	\$106,229.00	\$1,912.00	\$108,141.00
Ondetti, Gabriel	Political Science	\$60,269.00	\$1,085.00	\$61,354.00
Onyango, Benjamin	Agriculture	\$64,480.00	\$1,161.00	\$65,641.00
Oyeniya, Bukola	History	\$52,780.00	\$950.00	\$53,730.00
Pace, Glenn	Management	\$43,676.00	\$786.00	\$44,462.00
Paddock, Joel	Political Science	\$81,678.00	\$1,470.00	\$83,148.00
Palacios-Valladares, Indira	Political Science	\$51,765.00	\$932.00	\$52,697.00
Parker, Richard	Marketing	\$114,719.00	\$2,065.00	\$116,784.00
Parsons, James	Music	\$75,547.00	\$1,360.00	\$76,907.00
Patterson, Kathryn	Nursing	\$59,885.00	\$1,078.00	\$60,963.00
Patterson, Paula	Music	\$51,878.00	\$934.00	\$52,812.00
Patterson, Robert	Physics Astro & Mat Sci	\$80,061.00	\$1,441.00	\$81,502.00
Patton, Marciann	Tech & Const Mgmt	\$46,685.00	\$840.00	\$47,525.00
Pavlovsky, Robert	Geog Geology & Plan	\$78,923.00	\$1,421.00	\$80,344.00
Paxton, Mark	Media, Journalism Film	\$70,279.00	\$1,265.00	\$71,544.00
Payne, Richard	Music	\$52,233.00	\$940.00	\$53,173.00
Perkins, Amanda	Kinesiology	\$50,316.00	\$906.00	\$51,222.00
Perkins, Sarah	Art & Design	\$75,412.00	\$1,357.00	\$76,769.00
Pervukhin, Eric	Art & Design	\$78,407.00	\$1,411.00	\$79,818.00
Peters, Grant	Music	\$68,403.00	\$1,231.00	\$69,634.00
Peterson, Dane	Marketing	\$87,955.00	\$1,583.00	\$89,538.00
Pfeil, Timothy	Greenwood Lab School	\$38,306.00	\$690.00	\$38,996.00
Pham, Courtney	Marketing	\$37,826.00	\$681.00	\$38,507.00
Phillips, Gary	WP Instruction	\$51,024.00	\$918.00	\$51,942.00
Philpot, James	Fin & Gen Business	\$119,049.00	\$2,143.00	\$121,192.00
Piccolo, Diana	Child Ed & Fam Studies	\$59,032.00	\$1,063.00	\$60,095.00
Pierson, Matthew	Coop Engineering Prog	\$71,756.00	\$1,292.00	\$73,048.00



Pinnon, Alex	WP Instruction	\$35,134.00	\$632.00	\$35,766.00
Piston, William	History	\$71,115.00	\$1,280.00	\$72,395.00
Plavchan, Peter	Physics Astro & Mat Sci	\$57,000.00	\$1,026.00	\$58,026.00
Poulette, Jacob	WP Instruction	\$37,443.00	\$674.00	\$38,117.00
Poyraz, Serdar	History	\$40,600.00	\$731.00	\$41,331.00
Prescott, John	Music	\$75,951.00	\$1,367.00	\$77,318.00
Price, Debra	Merch And Fashion Des	\$40,376.00	\$727.00	\$41,103.00
Priest, Frank	WP Instruction	\$47,257.00	\$851.00	\$48,108.00
Proctor, Lisa	Comm Sci & Disorders	\$84,271.00	\$1,517.00	\$85,788.00
Pulley, Kathy	Religious Studies	\$101,959.00	\$1,835.00	\$103,794.00
Pulleyking, Micki	Religious Studies	\$47,256.00	\$851.00	\$48,107.00
Pursley, Jennifer	Mathematics	\$34,817.00	\$627.00	\$35,444.00
Putman, Mark	Theatre & Dance	\$53,184.00	\$957.00	\$54,141.00
Putzu, Vadim	Religious Studies	\$50,000.00	\$900.00	\$50,900.00
Pybas, Kevin	Political Science	\$59,322.00	\$1,068.00	\$60,390.00
Qiao, Yuhua	Political Science	\$69,055.00	\$1,243.00	\$70,298.00
Qiu, Wenping	Agriculture-Mtn Grv	\$74,682.00	\$1,344.00	\$76,026.00
Qiu, Xiaomin	Geog Geology & Plan	\$58,413.00	\$1,051.00	\$59,464.00
Quebbeman, Robert	Music	\$74,724.00	\$1,345.00	\$76,069.00
Quinn, Nathaniel	Coun Leadersh & Spc Ed	\$45,675.00	\$822.00	\$46,497.00
Rabon, John	Economics	\$41,412.00	\$745.00	\$42,157.00
Ragan, Gay	Mathematics	\$68,307.00	\$1,230.00	\$69,537.00
Ramos, Duany	Greenwood Lab School	\$35,000.00	\$630.00	\$35,630.00
Ravenscraft, Julia	Accounting	\$20,000.00	\$426.00	\$24,086.00
Rebaza-Vasquez, Jorge	Mathematics	\$67,940.00	\$1,223.00	\$69,163.00
Rector, Paula	Criminology	\$45,813.00	\$825.00	\$46,638.00
Redd, Emmett	Physics Astro & Mat Sci	\$77,481.00	\$1,395.00	\$78,876.00
Reed, Michael	Physics Astro & Mat Sci	\$74,239.00	\$1,336.00	\$75,575.00
Reid, Leslie	Mathematics	\$86,080.00	\$1,549.00	\$87,629.00
Reinis, Austra	Religious Studies	\$59,294.00	\$1,067.00	\$60,361.00
Remley, Melissa	Agriculture	\$60,900.00	\$1,096.00	\$61,996.00
Richmond, Scott	Kinesiology	\$52,788.00	\$950.00	\$53,738.00
Richter, Mark	Chemistry	\$83,655.00	\$1,506.00	\$85,161.00
Ridinger, Rhonda	Kinesiology	\$87,931.00	\$1,583.00	\$89,514.00
Rimal, Arbindra	Agriculture	\$74,707.00	\$1,345.00	\$76,052.00
Ringenberg, Thomas	Political Science	\$35,000.00	\$630.00	\$35,630.00
Roam, Kimberly	Child Ed & Fam Studies	\$41,432.00	\$746.00	\$42,178.00
Robbins, Linda	Coun Leadersh & Spc Ed	\$39,964.00	\$719.00	\$40,683.00
Roberts, Hillary	Biomedical Sciences	\$44,835.00	\$807.00	\$45,642.00
Roberts, Jenifer	Merch And Fashion Des	\$63,806.00	\$1,149.00	\$64,955.00
Robinson, Melinda	Theatre & Dance	\$40,600.00	\$731.00	\$41,331.00
Rodriguez de la Vega, Vanessa	Mod & Classical Lang	\$51,000.00	\$918.00	\$51,918.00
Rogers, Lori	English	\$36,953.00	\$665.00	\$37,618.00
Rogers, Mark	Mathematics	\$60,065.00	\$1,081.00	\$61,146.00
Rollinson, Paul	Geog Geology & Plan	\$74,910.00	\$1,348.00	\$76,258.00
Romano, David	Political Science	\$69,887.00	\$1,258.00	\$71,145.00
Rosenkoetter, John	Psychology	\$64,153.00	\$1,155.00	\$65,308.00
Rost, Ann	Psychology	\$59,766.00	\$1,076.00	\$60,842.00
Rothschild, Philip	Management	\$86,663.00	\$1,560.00	\$88,223.00
Rovey, Charles	Geog Geology & Plan	\$74,445.00	\$1,340.00	\$75,785.00

Rowe, Roberta	Communication	\$41,484.00	\$747.00	\$42,231.00
Rugutt, Joseph	WP Instruction	\$54,913.00	\$988.00	\$55,901.00
Ruhe, Richard	Greenwood Lab School	\$51,958.00	\$935.00	\$52,893.00
Runke, Gayle	Kinesiology	\$53,686.00	\$966.00	\$54,652.00
Russell, Regina	Social Work	\$39,859.00	\$717.00	\$40,576.00
Ryder, Christina	Soc & Anthropology	\$30,000.00	\$540.00	\$30,540.00
Sakidja, Ridwan	Physics Astro & Mat Sci	\$90,000.00	\$1,620.00	\$91,620.00
Saltzgaber, Grant	Physics Astro & Mat Sci	\$35,000.00	\$630.00	\$35,630.00
Saquer, Jamil	Computer Science	\$79,327.00	\$1,428.00	\$80,755.00
Satzinger, John	Computer Info Systems	\$108,777.00	\$1,958.00	\$110,735.00
Saunders, Georgianna	Biology	\$61,334.00	\$1,104.00	\$62,438.00
Savinske, Debra	Nursing	\$62,229.00	\$1,120.00	\$63,349.00
Saxon, Caryn	Criminology	\$40,600.00	\$731.00	\$41,331.00
Schaefer, Allen	Marketing	\$108,143.00	\$1,947.00	\$110,090.00
Schaefer, Weirong	Mod & Classical Lang	\$42,507.00	\$765.00	\$43,272.00
Schmalzbauer, John	Religious Studies	\$76,627.00	\$1,379.00	\$78,006.00
Schmelzle, George	Accounting	\$117,299.00	\$2,111.00	\$119,410.00
Schotthofer, Melissa	Child Ed & Fam Studies	\$44,153.00	\$795.00	\$44,948.00
Schweiger, Paul	Biology	\$53,836.00	\$969.00	\$54,805.00
Scott, Charles	Economics	\$66,483.00	\$1,197.00	\$67,680.00
Scott, James	Fin & Gen Business	\$82,165.00	\$1,479.00	\$83,644.00
Scott, Patrick	Political Science	\$77,792.00	\$1,400.00	\$79,192.00
Scroggins, Michael	Computer Science	\$46,913.00	\$844.00	\$47,757.00
Scroggins, Wesley	Management	\$100,602.00	\$1,811.00	\$102,413.00
Sedaghat-Herati, Reza	Chemistry	\$78,689.00	\$1,416.00	\$80,105.00
Self, Sharmistha	Economics	\$80,941.00	\$1,457.00	\$82,398.00
Sells, Patrick	Marketing	\$38,895.00	\$700.00	\$39,595.00
Senger, Steven	Mathematics	\$53,000.00	\$954.00	\$53,954.00
Setzer, Shelby	Greenwood Lab School	\$34,000.00	\$612.00	\$34,612.00
Sexton, Randall	Computer Info Systems	\$113,763.00	\$2,048.00	\$115,811.00
Shah, Kishor	Mathematics	\$76,609.00	\$1,379.00	\$77,988.00
Shain, Ralph	Philosophy	\$55,725.00	\$1,003.00	\$56,728.00
Shand-Hawkins, Carolyn	Mathematics	\$36,028.00	\$649.00	\$36,677.00
Shea, Harry	Computer Science	\$38,792.00	\$698.00	\$39,490.00
Sheffield, Eric	Reading Found & Tech	\$68,144.00	\$1,227.00	\$69,371.00
Shepard, Jason	Soc & Anthropology	\$28,420.00	\$512.00	\$28,932.00
Sherrill, Donna	Mathematics	\$38,585.00	\$695.00	\$39,280.00
Shi, Yili	English	\$68,632.00	\$1,235.00	\$69,867.00
Shirley, Corinne	Mod & Classical Lang	\$36,757.00	\$662.00	\$37,419.00
Shoptaugh, Carol	Psychology	\$83,896.00	\$1,510.00	\$85,406.00
Shoumikhin, Andrei	Defense And Strat Stud	\$84,480.00	\$1,521.00	\$86,001.00
Siebert, Matthew	Chemistry	\$53,836.00	\$969.00	\$54,805.00
Simmers, Christina	Marketing	\$111,455.00	\$2,006.00	\$113,461.00
Smith, Brenda	WP Instruction	\$40,482.00	\$729.00	\$41,211.00
Smith, Cara	Child Ed & Fam Studies	\$44,153.00	\$795.00	\$44,948.00
Smith, Joshua	Biomedical Sciences	\$61,976.00	\$1,116.00	\$63,092.00
Smith, Lloyd	Computer Science	\$87,757.00	\$1,580.00	\$89,337.00
Smith, Lucretia	Nursing	\$59,012.00	\$1,062.00	\$60,074.00
Smotherman, Rebecca	Coun Leadersh & Spc Ed	\$42,000.00	\$756.00	\$42,756.00
Sobel, Elizabeth	Soc & Anthropology	\$56,369.00	\$1,015.00	\$57,384.00

Stafford, Gary	Mathematics	\$40,987.00	\$738.00	\$41,725.00
Stanojevic, Vera	Mathematics	\$81,584.00	\$1,469.00	\$83,053.00
Stanton, Rhonda	English	\$52,780.00	\$950.00	\$53,730.00
Starr, Cathy	Merch And Fashion Des	\$59,200.00	\$1,066.00	\$60,266.00
Steinle, Erich	Chemistry	\$59,658.00	\$1,074.00	\$60,732.00
Stepanova, Maria	Physics Astro & Mat Sci	\$31,000.00	\$558.00	\$31,558.00
Stewart, Tammy	Library	\$40,265.00	\$725.00	\$40,990.00
Stokes, Amy	Marketing	\$113,883.00	\$2,050.00	\$115,933.00
Stone, Lorene	Soc & Anthropology	\$106,333.00	\$1,914.00	\$108,247.00
Storochuk, Allison	Music	\$60,813.00	\$1,095.00	\$61,908.00
Stout, Michael	Soc & Anthropology	\$57,000.00	\$1,026.00	\$58,026.00
Stowe, Michael	English	\$43,504.00	\$783.00	\$44,287.00
Street, Lisa	Social Work	\$55,326.00	\$996.00	\$56,322.00
Strong, John	Religious Studies	\$52,842.00	\$951.00	\$53,793.00
Su, Shujun	Chemistry	\$69,255.00	\$1,247.00	\$70,502.00
Su, Wei-Han	Music	\$62,343.00	\$1,122.00	\$63,465.00
Su, Yingcai	Mathematics	\$74,679.00	\$1,344.00	\$76,023.00
Sullivan, Patrick	Mathematics	\$55,000.00	\$990.00	\$55,990.00
Sun, Linda	Mathematics	\$35,126.00	\$632.00	\$35,758.00
Sutliff, Kristene	English	\$76,525.00	\$1,377.00	\$77,902.00
Suttmoeller, Michael	Criminology	\$62,000.00	\$1,116.00	\$63,116.00
Sutton, Victoria	Greenwood Lab School	\$42,552.00	\$766.00	\$43,318.00
Swearingen, Rebecca	Reading Found & Tech	\$73,171.00	\$1,317.00	\$74,488.00
Tassin, Kerri	Accounting	\$116,725.00	\$2,101.00	\$118,826.00
Taylor, Darren	Greenwood Lab School	\$42,959.00	\$773.00	\$43,732.00
Test, Joan	Child Ed & Fam Studies	\$66,630.00	\$1,199.00	\$67,829.00
Thakur, Rajiv	WP Instruction	\$38,570.00	\$694.00	\$39,264.00
Thomas, Steven	Management	\$103,335.00	\$1,860.00	\$105,195.00
Thomas-Tate, Shurita	Comm Sci & Disorders	\$60,193.00	\$1,083.00	\$61,276.00
Thompson, Chris	Music	\$55,378.00	\$997.00	\$56,375.00
Timson, Benjamin	Biomedical Sciences	\$79,023.00	\$1,422.00	\$80,445.00
Tinsley, Tonia	Mod & Classical Lang	\$50,750.00	\$914.00	\$51,664.00
Tivener, Kristin	Speech Lang Hearing CI	\$40,000.00	\$720.00	\$40,720.00
Todd, Danita	Nursing	\$52,800.00	\$950.00	\$53,750.00
Towell, Jay	WP Instruction	\$41,420.00	\$746.00	\$42,166.00
Trick, Abel	WP Instruction	\$43,525.00	\$783.00	\$44,308.00
Turner, John	English	\$44,150.00	\$795.00	\$44,945.00
Turner, Jon	Coun Leadersh & Spc Ed	\$52,500.00	\$945.00	\$53,445.00
Twibell, Andrew	Media, Journalism Film	\$45,675.00	\$822.00	\$46,497.00
Udan, Ryan	Biology	\$53,500.00	\$963.00	\$54,463.00
Uruakpa-Nweke, Florence	Biomedical Sciences	\$58,500.00	\$1,053.00	\$59,553.00
Utley, Rose	Nursing	\$72,349.00	\$1,302.00	\$73,651.00
Van Landuyt, Cathryn	Computer Info Systems	\$39,284.00	\$707.00	\$39,991.00
Van Ornum, Kimberly	Mathematics	\$33,792.00	\$608.00	\$34,400.00
Vanderhoof, Glenna	Computer Info Systems	\$39,744.00	\$715.00	\$40,459.00
Vinton, Denise	Greenwood Lab School	\$47,520.00	\$855.00	\$48,375.00
Visio, Michelle	Psychology	\$59,939.00	\$1,079.00	\$61,018.00
Vu, Duat	Art & Design	\$55,907.00	\$1,006.00	\$56,913.00
Wade, Lisa	WP Allied Health Div	\$49,088.00	\$884.00	\$49,972.00
Wait, D	Biology	\$67,327.00	\$1,212.00	\$68,539.00

Walker, Bethany	History	\$79,302.00	\$1,427.00	\$80,729.00
Walker, Dwayne	Social Work	\$40,000.00	\$720.00	\$40,720.00
Walker, Elizabeth	Agriculture	\$64,828.00	\$1,167.00	\$65,995.00
Walker, Myrna	Child Ed & Fam Studies	\$40,993.00	\$738.00	\$41,731.00
Walker-Pacheco, Suzanne	Soc & Anthropology	\$66,897.00	\$1,204.00	\$68,101.00
Wallace, J	Mod & Classical Lang	\$35,525.00	\$639.00	\$36,164.00
Walstrand, Gwen	Art & Design	\$62,331.00	\$1,122.00	\$63,453.00
Walters, Heather	Communication	\$38,649.00	\$696.00	\$39,345.00
Wanekaya, Adam	Chemistry	\$70,151.00	\$1,263.00	\$71,414.00
Wang, Jianjie	Biomedical Sciences	\$55,968.00	\$1,007.00	\$56,975.00
Wang, Weiyan	Media, Journalism Film	\$57,545.00	\$1,036.00	\$58,581.00
Wang, Yang	Computer Science	\$84,796.00	\$1,526.00	\$86,322.00
Ward, V	Reading Found & Tech	\$45,670.00	\$822.00	\$46,492.00
Washington, Johnny	Philosophy	\$84,444.00	\$1,520.00	\$85,964.00
Watson, Robert	Coun Leadersh & Spc Ed	\$71,877.00	\$1,294.00	\$73,171.00
Weaver, Margaret	English	\$69,836.00	\$1,257.00	\$71,093.00
Webb, Gary	Agriculture	\$74,696.00	\$1,345.00	\$76,041.00
Wedenoja, William	Soc & Anthropology	\$83,175.00	\$1,497.00	\$84,672.00
Weir, Cathie	Greenwood Lab School	\$42,174.00	\$759.00	\$42,933.00
Wessels, Emanuelle	Media, Journalism Film	\$52,780.00	\$950.00	\$53,730.00
West, Bruce	Art & Design	\$74,085.00	\$1,334.00	\$75,419.00
Whipple, Tanya	Psychology	\$45,461.00	\$818.00	\$46,279.00
Whisenhunt, Brooke	Psychology	\$49,156.10	\$885.00	\$50,041.10
White, David	WP Instruction	\$54,406.00	\$979.00	\$55,385.00
White, Timothy	Media, Journalism Film	\$58,272.00	\$1,049.00	\$59,321.00
Wickham, Cameron	Mathematics	\$74,590.00	\$1,343.00	\$75,933.00
Wiechert, Raegan	Library	\$37,934.00	\$683.00	\$38,617.00
Wiggin, Sarah	Theatre & Dance	\$50,650.00	\$912.00	\$51,562.00
Wilcox, Joretta	Child Ed & Fam Studies	\$41,387.00	\$745.00	\$42,132.00
Williams, Joseph	Biomedical Sciences	\$43,170.00	\$777.00	\$43,947.00
Williams, Sarah	Art & Design	\$51,765.00	\$932.00	\$52,697.00
Willis, Steven	Art & Design	\$62,469.00	\$1,124.00	\$63,593.00
Wilson, Daniel	Kinesiology	\$70,898.00	\$1,276.00	\$72,174.00
Winstead, Cynthia	Theatre & Dance	\$68,792.00	\$1,238.00	\$70,030.00
Wisdom, Barry	Management	\$107,713.00	\$1,939.00	\$109,652.00
Witt, Harrison	Media, Journalism Film	\$51,000.00	\$918.00	\$51,918.00
Witte, Hugh	Fin & Gen Business	\$120,615.00	\$2,171.00	\$122,786.00
Wood, Gina	Child Ed & Fam Studies	\$41,566.00	\$748.00	\$42,314.00
Wood, Kelly	Communication	\$79,960.00	\$1,439.00	\$81,399.00
Woodard, Rebecca	Kinesiology	\$67,383.00	\$1,213.00	\$68,596.00
Wooden, Shannon	English	\$57,062.00	\$1,027.00	\$58,089.00
Worker, Dwight	Computer Info Systems	\$80,000.00	\$1,440.00	\$81,440.00
Worman, Frederick	Soc & Anthropology	\$51,765.00	\$932.00	\$52,697.00
Wright, Matthew	Mathematics	\$59,037.00	\$1,063.00	\$60,100.00
Wrinkle, Cheryl	Physics Astro & Mat Sci	\$57,317.00	\$1,032.00	\$58,349.00
Wulff-Risner, Linda	WP Instruction	\$44,534.00	\$802.00	\$45,336.00
Yadon, Carly	Psychology	\$52,788.00	\$950.00	\$53,738.00
Yarberry, Vonda	Art & Design	\$77,864.00	\$1,402.00	\$79,266.00
Yarckow-Brown, Ivy	Criminology	\$44,331.00	\$798.00	\$45,129.00
Youn, Kay	Art & Design	\$62,118.00	\$1,118.00	\$63,236.00

Yu, Hae Min	Child Ed & Fam Studies	\$52,500.00	\$945.00	\$53,445.00
Yu, Min	Child Ed & Fam Studies	\$51,765.00	\$932.00	\$52,697.00
Zalewska-Duszek, Iwona	Art & Design	\$43,704.00	\$787.00	\$44,491.00
Zhang, Ying	Fin & Gen Business	\$60,307.50	\$1,086.00	\$61,393.50
Zheng, Songfeng	Mathematics	\$59,037.00	\$1,063.00	\$60,100.00
Zimmerman, David	Psychology	\$49,735.00	\$895.00	\$50,630.00
Zimmerman, Scott	Biomedical Sciences	\$67,859.00	\$1,221.00	\$69,080.00

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

MISSOURI STATE UNIVERSITY

III.G.5.

BE IT RESOLVED by the Board of Governors for Missouri State University that the salary adjustments indicated for Nonacademic employees, as itemized below, are effective July 1, 2015

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

<u>Name</u>	<u>Department</u>	<u>Current Salary</u>	<u>Adj to New Min</u>	<u>Discretionary</u>	<u>New Salary</u>	<u>Amount of Increase</u>
Abbey, Michael	Safety & Transportation	\$26,999.00			\$486.00	\$27,485.00
Abney, Julie	Coll of Hlth & Hum Svcs	\$43,500.00			\$783.00	\$44,283.00
Adams, Karen	Enrollment Mgt & Svcs	\$32,876.00			\$592.00	\$33,468.00
Adams, Lu	WP Dean Acad Affairs	\$42,392.00			\$763.00	\$43,155.00
Adamson, Benjamin	Athl Communications	\$35,574.00		\$630.00	\$652.00	\$36,856.00
Adinegara, Veronica	Publications	\$38,033.00			\$685.00	\$38,718.00
Adkins, Gilbert	Missouri State Outreach	\$32,529.00			\$586.00	\$33,115.00
Adkison, Robert	Residence Life Housing	\$22,552.00			\$406.00	\$22,958.00
Admire, Glena	Residence Life Housing	\$28,243.00			\$508.00	\$28,751.00
Agee, Kevin	Univ Communications	\$32,500.00			\$585.00	\$33,085.00
Agee, William	Coll of Natl & App Sci	\$60,303.00		\$100.00	\$1,087.00	\$61,490.00
Ailor, Shannon	Research Admin	\$30,428.00		\$300.00	\$553.00	\$31,281.00
Aistrup, Vicki	Admissions	\$28,243.00			\$508.00	\$28,751.00
Akers, Leslie	Agriculture-Mtn Grv	\$25,500.00		\$200.00	\$463.00	\$26,163.00
Alaimo, Ian	Coll of Hlth & Hum Svcs	\$56,733.00		\$999.00	\$1,039.00	\$58,771.00
Aleshire, Donnie	Res Life-Fac & Oper	\$35,467.00			\$638.00	\$36,105.00
Allard, Ginger	Library	\$34,759.00		\$92.88	\$627.00	\$35,478.88
Alldridge, Barbara	Res Life-Fac & Oper	\$27,147.00			\$489.00	\$27,636.00
Allen, Linda	Chemistry	\$31,438.00		\$100.00	\$568.00	\$32,106.00
Allgeier, Shane	Residence Life Housing	\$41,412.00		\$500.00	\$754.00	\$42,666.00
Alsup, Jennifer	AHEC	\$57,088.00			\$1,028.00	\$58,116.00
Altic, Bruce	Res Life-Fac & Oper	\$21,608.00		\$250.00	\$393.00	\$22,251.00
Amberg, Lucie	Web And New Media	\$34,510.00			\$621.00	\$35,131.00
Amundson, Lee	Mathematics	\$27,419.00		\$200.00	\$497.00	\$28,116.00
Anderson Cooper, Amy	PSU-Student Engage	\$29,119.44			\$524.00	\$29,643.44
Anderson, Angela	English	\$32,811.00			\$591.00	\$33,402.00
Anderson, LaTrisha	AHEC	\$19,208.00			\$346.00	\$19,554.00
Anderson, Rachel	VP Res & Economic Dev	\$45,000.00			\$810.00	\$45,810.00
Anderson, Rayanna	SBTDC	\$76,935.00			\$1,385.00	\$78,320.00
Anderson-Ituarte, Julie	SW Reg Prof Dev Center	\$53,795.00			\$968.00	\$54,763.00
Arens, Joseph	Computer Services	\$57,264.00			\$1,031.00	\$58,295.00
Armstrong, Etta	Mo Campus Compact	\$26,531.00			\$478.00	\$27,009.00
Armstrong, Joan	Provost Office	\$67,749.00			\$1,219.00	\$68,968.00
Arnold, Albert	Computer Services	\$44,773.00		\$750.00	\$819.00	\$46,342.00
Arnold, Mark	Library	\$58,294.00		\$91.28	\$1,051.00	\$59,436.28
Arnsmeyer, David	College of Business	\$50,037.00			\$901.00	\$50,938.00
Arthur, Sandra	Provost Office	\$35,516.00		\$1,000.00	\$657.00	\$37,173.00
Ash, Karen	Financial Aid	\$45,057.00			\$811.00	\$45,868.00
Atkinson, Susan	Athl Medical & Rehab	\$37,168.00			\$669.00	\$37,837.00

Aufdembrink, Amymarie	Advisement Center	\$37,741.00		\$679.00	\$38,420.00
Austin, Christopher	Web And New Media	\$36,960.00	\$630.00	\$677.00	\$38,267.00
Austin, Gayla	Speech Lang Hearing Cl	\$28,143.00		\$507.00	\$28,650.00
Avery, Calvin	Outrch Tech & Equip	\$37,162.00		\$669.00	\$37,831.00
Axxe-Douglas, Shari	Financial Services	\$28,243.00	\$155.63	\$511.00	\$28,909.63
Ayala, Priscilla	Admissions	\$31,210.00		\$562.00	\$31,772.00
Babington, April	Child Ed & Fam Studies	\$26,838.00		\$483.00	\$27,321.00
Badovinac, Peter	Athletics-Football-Men	\$40,000.00		\$720.00	\$40,720.00
Baer, Claudia	Student Employ Service	\$29,327.44		\$528.00	\$29,855.44
Bailey, Sherry	Registrar	\$29,846.00		\$537.00	\$30,383.00
Baker, Anne	Library	\$46,707.00	\$116.03	\$843.00	\$47,666.03
Baker, James	VP Res & Economic Dev	\$163,235.00		\$2,938.23	\$166,173.23
Balasundaram, Clement	Financial Services	\$41,353.00		\$744.00	\$42,097.00
Balasundaram, Gautam	Procurement Services	\$36,523.00	\$177.28	\$661.00	\$37,361.28
Baldwin, Jennifer	Admissions	\$28,243.00		\$508.00	\$28,751.00
Bales, Sandra	Speech Lang Hearing Cl	\$27,587.00		\$497.00	\$28,084.00
Balisle, Jessica	OPT	\$25,908.00		\$466.00	\$26,374.00
Ballard, Sheri	Financial Services	\$36,540.00	\$174.61	\$661.00	\$37,375.61
Bampoe, Michel	Human Resources	\$49,735.00		\$895.00	\$50,630.00
Barakat, Terry	English Lang Institute	\$39,341.00		\$708.00	\$40,049.00
Barker, Angela	Coll of Arts & Letters	\$56,000.00		\$1,008.00	\$57,008.00
Barlowe, Jason	Greenwood Lab School	\$33,810.00		\$609.00	\$34,419.00
Barnes, Joshua	Res Life-Fac & Oper	\$24,758.00	\$500.00	\$455.00	\$25,713.00
Barnett, Cynthia	Campus Recreation	\$60,496.00	\$500.00	\$1,098.00	\$62,094.00
Barnette, Megan	Admissions	\$28,246.00		\$508.00	\$28,754.00
Barnhart, Mary	Fac Mgmt-Custodial	\$21,397.00		\$385.00	\$21,782.00
Barnts, Kelly	Athletics-Football-Men	\$28,105.00		\$506.00	\$28,611.00
Barnwell, Melinda	Taylor Health Center	\$29,553.00		\$532.00	\$30,085.00
Barreau, Jacob	Athl-Volleyball-Women	\$33,300.00		\$599.00	\$33,899.00
Barrowclough, Gail	Residence Life Housing	\$29,982.00		\$540.00	\$30,522.00
Barton, Sheila	WP Dean Acad Affairs	\$40,600.00	\$1,667.00	\$761.00	\$43,028.00
Bass, Randy	Taylor Health Center	\$105,193.00		\$1,893.00	\$107,086.00
Bassen, Krista	Administrative Services	\$49,591.00	\$500.00	\$902.00	\$50,993.00
Bassham, Donna	WP Financial Aid	\$43,542.00		\$784.00	\$44,326.00
Bates, Dakota	WP Admissions	\$27,287.00		\$491.00	\$27,778.00
Baughman, Nelia	Dean Of Students	\$27,995.00		\$504.00	\$28,499.00
Baumann, Denise	Residence Life Housing	\$63,391.00	\$300.00	\$1,146.00	\$64,837.00
Baumgartner, Vernon	Plast Stdt Union Admin	\$31,128.00		\$560.00	\$31,688.00
Beach, Jeremy	Safety & Transportation	\$26,531.00	\$500.00	\$487.00	\$27,518.00
Beck, Adam	Fac Ctr Teach & Learn	\$33,857.00		\$609.00	\$34,466.00
Beck, Catherine	Bear Claw	\$29,864.00		\$538.00	\$30,402.00
Becker, Brett	WP Info Tech Services	\$57,496.00		\$1,035.00	\$58,531.00
Becker, Kelly	WP Info Tech Services	\$46,811.00		\$843.00	\$47,654.00
Bee, Thomas	Plast Stdt Union Admin	\$19,799.00	\$356.00	\$363.00	\$20,518.00
Behling, Pamela	Safety & Transportation	\$30,259.00		\$545.00	\$30,804.00
Bell, Deana	WP Residence Life	\$22,810.00		\$411.00	\$23,221.00
Bell, Jonathan	Hutchens House	\$32,208.00	\$1,500.00	\$607.00	\$34,315.00
Bell, Kimberly	Enrollment Mgt & Svcs	\$68,515.00		\$1,233.00	\$69,748.00
Bellis, James	Agriculture	\$59,200.00	\$200.00	\$1,069.00	\$60,469.00
Benford, Marilyn	Fac Mgmt-Custodial	\$21,427.00		\$386.00	\$21,813.00
Bennett, Drew	WP Chancellor's Office	\$158,401.00		\$2,851.22	\$161,252.22

Benson, Tara	PSU-Student Engage	\$60,047.00			\$1,081.00	\$61,128.00
Benton, Alan	Computer Services	\$54,628.00			\$983.00	\$55,611.00
Benton, Kimberly	Bursars Office	\$33,216.00			\$598.00	\$33,814.00
Berry, Jessica	Child Development Ctr	\$20,934.00			\$377.00	\$21,311.00
Berry, Melissa	Inst Equity & Compl	\$51,765.00		\$1,000.00	\$950.00	\$53,715.00
Bess, Mitchell	Library	\$28,777.00		\$85.69	\$520.00	\$29,382.69
Betz, Nathan	Computer Services	\$68,920.00			\$1,241.00	\$70,161.00
Billington, Brandon	Res Life-Fac & Oper	\$19,799.00	\$356.00	\$500.00	\$372.00	\$21,027.00
Bilyeu, Kristin	Financial Services	\$36,540.00		\$174.61	\$661.00	\$37,375.61
Bingham, Bill	Res Life-Fac & Oper	\$31,908.00			\$574.00	\$32,482.00
Bingham, Brent	Res Life-Fac & Oper	\$26,902.00			\$484.00	\$27,386.00
Bird, Biff	WP Info Tech Services	\$45,991.00			\$828.00	\$46,819.00
Bird, Donna	WP Dean Acad Affairs	\$31,874.00			\$574.00	\$32,448.00
Birkes, Sheryl	Financial Aid	\$31,745.00			\$571.00	\$32,316.00
Black, James	Safety & Transportation	\$26,999.00		\$500.00	\$495.00	\$27,994.00
Black, Troy	Fac Mgmt-Maint	\$40,596.00			\$731.00	\$41,327.00
Blacksher, Julie	Human Resources	\$30,051.00			\$541.00	\$30,592.00
Blackwood, Randall	Juanita K Hammons Hall	\$103,984.00			\$1,872.00	\$105,856.00
Blades, Heather	Communication	\$38,332.00			\$690.00	\$39,022.00
Blades, Jeremy	Computer Services	\$47,979.00			\$864.00	\$48,843.00
Blades, Melissa	Geog Geology & Plan	\$23,090.00		\$200.00	\$419.00	\$23,709.00
Blake, Michael	Fac Mgmt-Custodial	\$27,993.00			\$504.00	\$28,497.00
Blakemore, Rhonda	Kentwood Hall	\$16,847.00			\$303.00	\$17,150.00
Blankenship, Melissa	Hammons Student Ctr	\$33,130.00			\$596.00	\$33,726.00
Bledsoe, Nathaniel	Postal Services	\$20,576.00			\$370.00	\$20,946.00
Blevins, Brian	Hammons Student Ctr	\$30,110.00			\$542.00	\$30,652.00
Blevins, Sarah	Res Life-Fac & Oper	\$22,154.00			\$399.00	\$22,553.00
Blunt, Sherry	Kentwood Hall	\$23,062.00			\$415.00	\$23,477.00
Boaz, Ronald	Hammons Student Ctr	\$62,524.00			\$1,125.00	\$63,649.00
Bodenhausen, Bradley	International Programs	\$95,000.00			\$1,710.00	\$96,710.00
Boff, Rebecca	Fac Mgmt-Custodial	\$31,127.00			\$560.00	\$31,687.00
Bogart, Michele	Human Resources	\$34,132.00			\$614.00	\$34,746.00
Bohn, Timothy	Athl Communications	\$41,434.00			\$746.00	\$42,180.00
Bolin, Raymond	Res Life-Fac & Oper	\$43,409.00			\$781.00	\$44,190.00
Bonds, Jim	Res Life-Fac & Oper	\$35,409.00			\$637.00	\$36,046.00
Bonds, Nechell	Admissions	\$85,000.00			\$1,530.00	\$86,530.00
Bonner, Lisa	Biomedical Sciences	\$23,129.16			\$416.00	\$23,545.16
Boon, Austin	Coll of Hlth & Hum Svcs	\$37,000.00			\$666.00	\$37,666.00
Boslaugh, Benjamin	Fac Mgmt-Maint	\$59,662.00			\$1,074.00	\$60,736.00
Bowen, Misty	Registrar	\$37,000.00			\$666.00	\$37,666.00
Bowen, Sheila	Taylor Health Center	\$66,600.00			\$1,199.00	\$67,799.00
Bowen, Tamra	Financial Services	\$36,000.00		\$260.60	\$653.00	\$36,913.60
Bowles, Christina	Advisement Center	\$34,621.00			\$623.00	\$35,244.00
Bowles, Elizabeth	Bull Shoals Field Station	\$32,090.00		\$100.00	\$579.00	\$32,769.00
Bowman, Janet	OPT	\$32,241.00			\$580.00	\$32,821.00
Boyce, Ronald	Athletics-Track-Women	\$71,553.00			\$1,288.00	\$72,841.00
Braden, Steven	Res Life-Fac & Oper	\$44,704.00			\$805.00	\$45,509.00
Brady, Katherine	College of Business	\$55,825.00			\$1,005.00	\$56,830.00
Brandt, Kathryn	Financial Services	\$28,852.00			\$519.00	\$29,371.00
Branson, Debra	Alumni Relations	\$52,780.00			\$950.00	\$53,730.00
Branton, Michelle	WP Dean Acad Affairs	\$52,980.00			\$954.00	\$53,934.00



Brennan, Kelly	VP Marketing & Comm	\$39,520.00			\$711.00	\$40,231.00
Breshears, Andrea	Soc & Anthropology	\$26,553.00		\$125.00	\$480.00	\$27,158.00
Breshears, Rhonda	Agriculture	\$29,385.00		\$200.00	\$533.00	\$30,118.00
Brewer, Kimberly	Child Development Ctr	\$19,799.00	\$356.00		\$363.00	\$20,518.00
Brewer, Robert	Athl-Soccer-Women	\$50,381.00			\$907.00	\$51,288.00
Brewington, Cody	Community Outreach	\$35,219.00			\$634.00	\$35,853.00
Bridges, Cindy	WP Stdt Advis & Acad S	\$45,675.00			\$822.00	\$46,497.00
Bridges, Kelly	Public Affairs	\$25,807.00			\$465.00	\$26,272.00
Bridges, Paul	Fac Mgmt-Maint	\$33,216.00			\$598.00	\$33,814.00
Bridges, Phillip	English Lang Institute	\$39,341.00			\$708.00	\$40,049.00
Brinker, Heather	Child Development Ctr	\$26,411.00	\$475.00		\$484.00	\$27,370.00
Brinkerhoff, Kris	WP Info Tech Services	\$46,154.00			\$831.00	\$46,985.00
Brinklow, Elaine	Financial Aid	\$32,737.00			\$589.00	\$33,326.00
Britton, Richard	Fac Mgmt-Custodial	\$21,397.00			\$385.00	\$21,782.00
Brockman, Don	Taylor Health Center	\$125,000.00			\$2,250.00	\$127,250.00
Brockman, Megan	Financial Services	\$36,540.00		\$174.61	\$661.00	\$37,375.61
Brokaw, Dawn	Registrar	\$27,398.00			\$493.00	\$27,891.00
Brooks, Gerald	Fac Mgmt-Maint	\$54,913.00			\$988.00	\$55,901.00
Brower, Shawn	Fac Mgmt-Maint	\$33,216.00			\$598.00	\$33,814.00
Brown, Abby	Residence Life Housing	\$32,876.00			\$592.00	\$33,468.00
Brown, Billie	Fac Mgmt-Custodial	\$27,794.00			\$500.00	\$28,294.00
Brown, Candice	Taylor Health Center	\$35,766.00			\$644.00	\$36,410.00
Brown, Edward	Safety & Transportation	\$33,420.00		\$500.00	\$611.00	\$34,531.00
Brown, Jeffrey	Environ Health & Safety	\$32,320.00			\$582.00	\$32,902.00
Brown, Mack	Athletics-Football-Men	\$40,000.00			\$720.00	\$40,720.00
Brown, Matthew	Safety & Transportation	\$26,531.00		\$250.00	\$482.00	\$27,263.00
Brown, Susan	JQH Arena	\$26,001.00			\$468.00	\$26,469.00
Brown, Traci	Taylor Health Center	\$41,807.20			\$753.00	\$42,560.20
Brown, William	WP Info Tech Services	\$45,183.00			\$813.00	\$45,996.00
Broyles, Thora	WP Dean Acad Affairs	\$37,444.00			\$674.00	\$38,118.00
Bryant, Stephanie	College of Business	\$190,081.00			\$3,421.00	\$193,502.00
Bryson, Laurie	College of Business	\$34,588.00		\$1,000.00	\$641.00	\$36,229.00
Bucher, Darrell	Safety & Transportation	\$34,954.00			\$629.00	\$35,583.00
Buckner, Sally	Reading Found & Tech	\$27,419.00			\$494.00	\$27,913.00
Burger, Elisabeth	Admissions	\$29,681.60			\$534.00	\$30,215.60
Burke, June	Fac Mgmt-Custodial	\$19,799.00	\$356.00		\$363.00	\$20,518.00
Burke, Martin	Fac Mgmt-Custodial	\$21,397.00			\$385.00	\$21,782.00
Burney, Larry	Res Life-Fac & Oper	\$31,127.00			\$560.00	\$31,687.00
Burrell, Brenda	Computer Services	\$52,311.00		\$750.00	\$955.00	\$54,016.00
Burton, Brian	Athl Strength & Cond	\$33,495.00			\$603.00	\$34,098.00
Burton, Charles	Res Life-Fac & Oper	\$22,486.00			\$405.00	\$22,891.00
Busby, Charles	Provost Office	\$45,856.00			\$825.00	\$46,681.00
Busby, Cindy	VP University Advmt	\$51,244.00			\$922.00	\$52,166.00
Cabrera Hurtado, Kelly	International Programs	\$35,525.00			\$639.00	\$36,164.00
Caddy, Cynthia	EPP	\$34,260.00			\$617.00	\$34,877.00
Cahoj, Richard	WP Bookstore	\$28,243.00			\$508.00	\$28,751.00
Cain, Mary	COE-Ed Advisement	\$32,143.00			\$579.00	\$32,722.00
Caldwell, Cheryl	WP Dir of Univ Comm	\$56,117.00			\$1,010.00	\$57,127.00
Caldwell, Kelly	Res Life-Fac & Oper	\$19,799.00	\$356.00	\$500.00	\$372.00	\$21,027.00
Caldwell, Sarah	Financial Services	\$54,810.00			\$987.00	\$55,797.00
Calico, Dean	Fac Mgmt-Custodial	\$25,744.00			\$463.00	\$26,207.00

Callahan, Kimberly	Fin & Gen Business	\$26,838.00		\$483.00	\$27,321.00
Camp, Susan	Juanita K Hammons Hall	\$32,480.00		\$585.00	\$33,065.00
Campbell, Judith	Coun Leadersh & Spc Ed	\$32,413.00		\$583.00	\$32,996.00
Campbell, Pamela	Human Resources	\$38,570.00		\$694.00	\$39,264.00
Canella, John	Safety & Transportation	\$32,554.00		\$586.00	\$33,140.00
Caravella, David	Fac Ctr Teach & Learn	\$50,687.00		\$912.00	\$51,599.00
Cardwell, Lisa	Bookstore	\$32,320.00	\$750.00	\$595.00	\$33,665.00
Cardwell, Thomas	Fac Mgmt-Maint	\$36,012.00		\$648.00	\$36,660.00
Carl, Teresa	College of Business	\$35,067.00		\$631.00	\$35,698.00
Carrington, Terri	Provost Office	\$52,780.00		\$950.00	\$53,730.00
Carroll, Michael	Social Work	\$32,320.00		\$582.00	\$32,902.00
Carson, Edward	Juanita K Hammons Hall	\$39,909.00		\$718.00	\$40,627.00
Carson, Erin	Registrar	\$27,699.00		\$499.00	\$28,198.00
Carson, Gay	Nursing	\$29,523.00	\$490.00	\$540.00	\$30,553.00
Carter, Jonathan	Computer Services	\$52,837.00	\$750.00	\$965.00	\$54,552.00
Carter, Thomas	OPT	\$67,394.00		\$1,213.00	\$68,607.00
Casada, Debra	Fac Mgmt-Custodial	\$26,484.00		\$477.00	\$26,961.00
Case, William	OPT	\$53,507.00		\$963.00	\$54,470.00
Cashler, Jennifer	VP Res & Economic Dev	\$21,397.00		\$385.00	\$21,782.00
Cataldo, Monica	OPT	\$33,399.00		\$601.00	\$34,000.00
Catron, Angela	Monroe Apartments	\$21,369.00		\$385.00	\$21,754.00
Chambers, Jeffery	Fac Mgmt-Grounds	\$32,690.00		\$588.00	\$33,278.00
Champagne, Leslie	College of Education	\$27,696.00		\$499.00	\$28,195.00
Chandler-Clayton, Cynthia	Physician Asst Studies	\$30,892.00		\$556.00	\$31,448.00
Chapman, David	Fac Mgmt-Maint	\$31,926.00		\$575.00	\$32,501.00
Chastain, William	Campus Recreation	\$36,223.00		\$652.00	\$36,875.00
Cheek, Julie	Art & Design	\$35,253.00		\$635.00	\$35,888.00
Chen, Li-Ling	Agriculture	\$31,834.00	\$200.00	\$577.00	\$32,611.00
Chester, Jarrad	Campus Recreation	\$32,000.00		\$576.00	\$32,576.00
Childress, Priscilla	New Std & Family Prog	\$43,500.00		\$783.00	\$44,283.00
Childs, Elaina	Financial Aid	\$28,243.00		\$508.00	\$28,751.00
Chism, Richard	Safety & Transportation	\$26,531.00		\$478.00	\$27,009.00
Choate, Edward	Human Resources	\$101,015.00		\$1,818.00	\$102,833.00
Chorn, Gary	Fac Mgmt-Custodial	\$56,821.00		\$1,023.00	\$57,844.00
Chorn, Malynnda	Facilities Management	\$27,397.00		\$493.00	\$27,890.00
Christian, Donna	Int Audit And Compl	\$96,425.00	\$2,435.79	\$1,779.49	\$100,640.28
Clark, Donald	Res Life-Fac & Oper	\$35,525.00		\$639.00	\$36,164.00
Clark, James	Fac Mgmt-Grounds	\$32,737.00		\$589.00	\$33,326.00
Clark, John	Fac Mgmt-Grounds	\$52,821.00		\$951.00	\$53,772.00
Clark, Kaye	Child Development Ctr	\$19,799.00	\$356.00	\$363.00	\$20,518.00
Clark, Kimberly	Development Office	\$28,243.00		\$508.00	\$28,751.00
Clark, Lisa	Development Office	\$71,050.00		\$1,279.00	\$72,329.00
Clark, Sara	Web And New Media	\$73,642.00		\$1,326.00	\$74,968.00
Claussen, Patty	Financial Aid	\$38,093.00		\$686.00	\$38,779.00
Clements, Melinda	Freudenberger House	\$21,701.00		\$391.00	\$22,092.00
Cline, Cindy	Taylor Health Center	\$45,028.00		\$811.00	\$45,839.00
Clouse, Nick	Fac Ctr Teach & Learn	\$36,242.00	\$200.00	\$656.00	\$37,098.00
Cockrum, Angela	Computer Services	\$43,802.00	\$750.00	\$802.00	\$45,354.00
Collier, Ellen	Res Life-Fac & Oper	\$21,397.00	\$500.00	\$394.00	\$22,291.00
Collins, Alyssa	WP Business Office	\$35,721.00		\$643.00	\$36,364.00
Collins, CJ	WP Info Tech Services	\$45,991.00		\$828.00	\$46,819.00

Collins, David	Athl-Swimming-Men	\$58,080.00		\$2,000.00	\$1,081.00	\$61,161.00
Collins, Kileene	WP Student Services	\$24,768.00	\$436.00		\$454.00	\$25,658.00
Combs, Cheryl	Student Employ Service	\$36,033.00			\$649.00	\$36,682.00
Combs, Theresa	WP Registration & Rec	\$28,243.00			\$508.00	\$28,751.00
Compton, Pamela	Wells House	\$16,293.02	\$197.98		\$297.00	\$16,788.00
Conlon, Shannon	Library	\$34,462.00		\$82.66	\$622.00	\$35,166.66
Cook, Caryn	Sports Med & Ath Train	\$24,959.52	\$244.48		\$454.00	\$25,658.00
Cooksey, Floyd	Fac Mgmt-Custodial	\$25,318.00			\$456.00	\$25,774.00
Coombes, Andrew	College of Business	\$31,500.00			\$567.00	\$32,067.00
Coones, Jacquelyn	Development Office	\$55,000.00			\$990.00	\$55,990.00
Cooper, Lisa	Fac Mgmt-Custodial	\$21,397.00			\$385.00	\$21,782.00
Coopwood, Kenneth	VP Div & Inclusion	\$118,273.00			\$2,129.00	\$120,402.00
Coorts, Carla	Graduate College	\$41,564.00			\$748.00	\$42,312.00
Copeland, Karen	Outreach Registration	\$33,573.00			\$604.00	\$34,177.00
Copeland, Nancy	Financial Services	\$48,271.00			\$869.00	\$49,140.00
Cornelius, Sherri	College of Business	\$29,993.02			\$540.00	\$30,533.02
Cornell, Gary	Property Control	\$22,774.00		\$78.78	\$411.00	\$23,263.78
Coroleuski, Linda	Biology	\$25,814.00		\$200.00	\$468.00	\$26,482.00
Cortez, Willie	Fac Mgmt-Maint	\$30,533.00			\$550.00	\$31,083.00
Coughlin, Sean	Athletics-Football-Men	\$60,000.00			\$1,080.00	\$61,080.00
Coulter, Terrie	Athl-Basketball-Women	\$27,985.00			\$504.00	\$28,489.00
Coverston, Alicia	English Lang Institute	\$30,533.00			\$550.00	\$31,083.00
Cowden, Dennis	Safety & Transportation	\$35,076.00			\$631.00	\$35,707.00
Cox, Erica	Bull Shoals Field Station	\$43,170.00		\$100.00	\$779.00	\$44,049.00
Cox, Jennifer	Facilities Management	\$67,542.00			\$1,216.00	\$68,758.00
Cox, Ronda	Greenwood Lab School	\$23,486.00			\$423.00	\$23,909.00
Crabtree, Mark	Coll of Arts & Letters	\$40,212.00	\$119.00		\$726.00	\$41,057.00
Craig, Christopher	Provost Office	\$135,169.00			\$2,433.00	\$137,602.00
Craig, Rebecca	WP Financial Aid	\$30,122.00			\$542.00	\$30,664.00
Crawford, Tessa	Child Development Ctr	\$20,576.00			\$370.00	\$20,946.00
Creson, Michelle	Financial Aid	\$30,036.00			\$541.00	\$30,577.00
Crews, Carrie	Agriculture	\$31,865.00		\$200.00	\$577.00	\$32,642.00
Crews, Jennifer	Advancement Services	\$51,355.00			\$924.00	\$52,279.00
Crockett, Jeffrey	Safety & Transportation	\$26,999.00			\$486.00	\$27,485.00
Crockett, Jonathan	Facilities Management	\$29,972.22			\$539.00	\$30,511.22
Crouse, Caitlin	WP Allied Health Div	\$31,973.00			\$576.00	\$32,549.00
Crouse, Mathew	WP Dir of Univ Comm	\$33,895.00			\$610.00	\$34,505.00
Culbertson, Cory	Fac Mgmt-Custodial	\$19,799.00	\$356.00		\$363.00	\$20,518.00
Culver, Sandra	College of Business	\$53,954.00			\$971.00	\$54,925.00
Culver, Victoria	PSU-Student Engage	\$34,108.00		\$750.00	\$627.00	\$35,485.00
Cummings, Valerie	Outreach Pub & Market	\$42,714.00			\$769.00	\$43,483.00
Cunningham, Kym	Woods House	\$16,997.00			\$306.00	\$17,303.00
Curry, Matthew	Jordan Valley Innov Ctr	\$84,574.00		\$1,691.00	\$1,553.00	\$87,818.00
Curtis, Ginger	Financial Aid	\$26,831.48			\$483.00	\$27,314.48
Curtright, Lisa	Coll of Hlth & Hum Svcs	\$29,760.00		\$490.00	\$545.00	\$30,795.00
Cutbirth, Suzanne	SW Reg Prof Dev Center	\$72,619.00			\$1,307.00	\$73,926.00
Dake, Pamela	Merch And Fashion Des	\$26,321.00		\$2,500.00	\$519.00	\$29,340.00
Dalton, Kelly	Financial Services	\$46,690.00			\$840.00	\$47,530.00
Dalton, Nicole	Financial Services	\$27,767.00		\$231.41	\$504.00	\$28,502.41
Dane, Michelle	Financial Services	\$27,287.00		\$307.82	\$497.00	\$28,091.82
Daniels, Amy	Financial Services	\$27,287.00		\$307.82	\$497.00	\$28,091.82

Daniels, Thomas	Res Life-Fac & Oper	\$27,794.00		\$500.00	\$28,294.00
Darabi, Rachelle	Stu Dev & Public Affairs	\$129,642.00		\$2,334.00	\$131,976.00
Datema, Anna	College of Business	\$34,778.00		\$626.00	\$35,404.00
Datema, Timothy	Bookstore	\$30,533.00	\$500.00	\$559.00	\$31,592.00
Davidson, Bradley	Computer Services	\$40,530.00		\$730.00	\$41,260.00
Davis, Belinda	Missouri State Outreach	\$38,033.00		\$685.00	\$38,718.00
Davis, Janet	Marketing	\$23,129.16		\$416.00	\$23,545.16
Davis, Kathy	Advisement Center	\$69,103.00		\$1,244.00	\$70,347.00
Davis, Ronald	Res Life-Fac & Oper	\$31,201.00		\$562.00	\$31,763.00
Davis, Ruth	Safety & Transportation	\$26,999.00		\$486.00	\$27,485.00
Davis, Sarah	SBTDC	\$25,376.00		\$457.00	\$25,833.00
Day, Kaya	Physical Therapy	\$26,697.00		\$481.00	\$27,178.00
Day, Lori	Admissions	\$31,095.40		\$560.00	\$31,655.40
Day, Patrick	Computer Services	\$73,971.00	\$750.00	\$1,345.00	\$76,066.00
De Azeredo Moura, Isabel	English Lang Institute	\$30,812.00	\$555.00	\$565.00	\$31,932.00
DeBoef, Ryan	President's Office	\$137,025.00	\$1,500.00	\$2,493.00	\$141,018.00
Deckard, Shelly	VP Res & Economic Dev	\$34,287.00		\$617.00	\$34,904.00
Decker, James	English Lang Institute	\$39,341.00		\$708.00	\$40,049.00
Dembele, Moussa	JQH Arena	\$23,919.54		\$431.00	\$24,350.54
Depriest, Christopher	Theatre & Dance	\$39,002.00	\$2,393.12	\$745.00	\$42,140.12
Derby, Norma	Financial Aid	\$27,767.00		\$500.00	\$28,267.00
Derrick, Noel	Res Life-Fac & Oper	\$28,775.00		\$518.00	\$29,293.00
Derricks, Shannon	Athl Medical & Rehab	\$47,880.00		\$862.00	\$48,742.00
Devault, Guy	Fac Mgmt-Grounds	\$35,034.00		\$631.00	\$35,665.00
Dewberry, Jane	Int Audit And Compl	\$66,320.00	\$192.93	\$1,197.00	\$67,709.93
Dickison, Lynn	Computer Services	\$72,243.00		\$1,300.00	\$73,543.00
Dionne, Dawn	WP Food Service	\$32,200.00		\$580.00	\$32,780.00
Dirks-Ham, Chelsea	Athl-Swimming-Men	\$32,252.00	\$2,800.00	\$631.00	\$35,683.00
Dixon, Kimberly	Facilities Management	\$26,058.00		\$469.00	\$26,527.00
Dixon, Richard	Fac Mgmt-Custodial	\$22,790.00		\$410.00	\$23,200.00
Dixon, Stephanie	Music	\$28,079.46		\$505.00	\$28,584.46
Dixon, Tammy	Counseling Center	\$47,768.00		\$860.00	\$48,628.00
Dockery, Rachael	General Counsel	\$145,000.00	\$1,500.00	\$2,637.00	\$149,137.00
Doennig, Eric	Athl Communications	\$36,652.00		\$660.00	\$37,312.00
Donelson, Randy	Res Life-Fac & Oper	\$35,395.00		\$637.00	\$36,032.00
Donham, Debra	Advancement Services	\$23,434.00		\$422.00	\$23,856.00
Donnellan, Debra	VP Admin and Info Svcs	\$49,534.00		\$892.00	\$50,426.00
Donnelson, Nicki	Univ Communications	\$35,566.00	\$320.00	\$646.00	\$36,532.00
Dotson, Brandy	Plast Stdt Union Admin	\$20,934.00	\$500.00	\$386.00	\$21,820.00
Dotson, Seth	Plast Stdt Union Admin	\$21,443.00	\$500.00	\$395.00	\$22,338.00
Douglas, Addie	Campus Recreation	\$30,355.00		\$546.00	\$30,901.00
Dover, Susan	Graduate College	\$32,703.00		\$589.00	\$33,292.00
Drennan, Sally	Child Development Ctr	\$28,243.00		\$508.00	\$28,751.00
Dressler, Howard	Res Life-Fac & Oper	\$38,361.00		\$690.00	\$39,051.00
Driskell, Russell	Agriculture-Mtn Grv	\$34,747.00		\$625.00	\$35,372.00
Driskell, Vickie	WP Dir of Univ Comm	\$33,895.00		\$610.00	\$34,505.00
Dubinsky, Julie	Human Resources	\$70,171.00		\$1,263.00	\$71,434.00
Dubree, Kimberly	COE-Ed Field Exp	\$42,240.00		\$760.00	\$43,000.00
Dudley, Larry	College of Education	\$51,197.00		\$922.00	\$52,119.00
Duncan, Jill	Admissions	\$68,673.00		\$1,236.00	\$69,909.00
Dunn, Kevin	Athl-Volleyball-Women	\$50,000.00		\$900.00	\$50,900.00

Dunn, William	VP University Advmt	\$145,795.00	\$1,500.00	\$2,651.31	\$149,946.31
Durden, Joni	Biology	\$30,993.00	\$100.00	\$560.00	\$31,653.00
Durden, Karen	Library	\$31,657.00	\$107.54	\$572.00	\$32,336.54
Eagleman, Laketa	Child Ed & Fam Studies	\$27,785.00		\$500.00	\$28,285.00
Earl, Melanie	Development Office	\$56,413.00		\$1,015.00	\$57,428.00
East, Stephanie	Taylor Health Center	\$30,700.21		\$553.00	\$31,253.21
Easter, Lauren	Campus Recreation	\$33,966.00		\$611.00	\$34,577.00
Eckhardt, Brandon	Campus Recreation	\$33,792.00		\$608.00	\$34,400.00
Eddy, Glenda	VP Res & Economic Dev	\$27,480.00		\$495.00	\$27,975.00
Edmond, Brian	Computer Services	\$61,929.00	\$750.00	\$1,128.00	\$63,807.00
Edmondson, Elizabeth	Safety & Transportation	\$29,034.00		\$523.00	\$29,557.00
Edwards, Adam	Fac Mgmt-Grounds	\$22,686.00		\$408.00	\$23,094.00
Edwards, Christine	Library	\$28,778.00	\$118.41	\$520.00	\$29,416.41
Edwards, Daniel	Fac Mgmt-Maint	\$39,964.00		\$719.00	\$40,683.00
Edwards, Mark	Fac Mgmt-Custodial	\$21,397.00		\$385.00	\$21,782.00
Edwards, Michael	Graduate College	\$32,094.00	\$469.99	\$586.00	\$33,149.99
Egan, Michael	Property Control	\$39,149.00		\$705.00	\$39,854.00
Einhellig, Frank	Provost Office	\$217,413.00		\$3,913.43	\$221,326.43
Eisenhauer, Isabel	SBTDC	\$60,780.00		\$1,094.00	\$61,874.00
Ekhouse, Mary	Postal Services	\$21,397.00	\$500.00	\$394.00	\$22,291.00
Elders, Vicki	Career Center	\$20,216.00		\$364.00	\$20,580.00
Elliott, Cindy	Physical Therapy	\$26,531.00		\$478.00	\$27,009.00
Elliott, Elizabeth	Physician Asst Studies	\$24,162.00		\$435.00	\$24,597.00
Elliott, Joshua	Safety & Transportation	\$27,527.00		\$495.00	\$28,022.00
Elliott, Robert	WP Physical Plant	\$22,827.00		\$411.00	\$23,238.00
Ellis, Carol	Bookstore	\$31,269.00		\$563.00	\$31,832.00
Ellis, Deborah	Residence Life Housing	\$32,955.00		\$593.00	\$33,548.00
Ellison, Margaret	Fac Mgmt-Custodial	\$23,638.00		\$425.00	\$24,063.00
Ellison, Tyrone	Fac Mgmt-Custodial	\$23,128.00		\$416.00	\$23,544.00
Elrod, Keri	WP Aquatics-Wellness	\$42,821.00		\$771.00	\$43,592.00
Embretson, Scott	Bookstore	\$36,930.00	\$500.00	\$674.00	\$38,104.00
Emeric, Bruce	Planning, Des & Constr	\$63,074.00		\$1,135.00	\$64,209.00
Emery, Jeremy	Agriculture-Mtn Grv	\$26,622.00	\$100.00	\$481.00	\$27,203.00
Emrie, Gail	History	\$25,663.00	\$200.00	\$466.00	\$26,329.00
Endicott, Jordan	History	\$17,302.00		\$311.00	\$17,613.00
Englert, Andrew	Safety & Transportation	\$44,000.00		\$792.00	\$44,792.00
Englis, Christie	English	\$33,384.00		\$601.00	\$33,985.00
Erdman, Shawn	Hospitality & Rest Adm	\$34,000.00		\$612.00	\$34,612.00
Erfling, Dennis	Fac Mgmt-Maint	\$35,688.00	\$500.00	\$651.00	\$36,839.00
Erickson, Janet	Library	\$34,302.00	\$77.54	\$619.00	\$34,998.54
Espy, Brenda	Intercollegiate Athletics	\$37,287.00		\$671.00	\$37,958.00
Essel, Paul	Financial Services	\$46,690.00		\$840.00	\$47,530.00
Estes, Rebecca	WP Stdt Advis & Acad S	\$26,531.00		\$478.00	\$27,009.00
Eth, Joe	Computer Services	\$57,435.00		\$1,034.00	\$58,469.00
Ettinger, Lawrence	WP Physical Plant	\$27,250.00		\$491.00	\$27,741.00
Euglow, Todd	Career Center	\$38,570.00		\$694.00	\$39,264.00
Evans, Kelly	Financial Aid	\$37,084.00		\$668.00	\$37,752.00
Evans, Paul	Athletics-Baseball-Men	\$56,987.00	\$2,000.00	\$1,062.00	\$60,049.00
Evans, Vicki	Library	\$34,203.00	\$90.48	\$617.00	\$34,910.48
Eversoll, Norwin	Fac Mgmt-Maint	\$39,964.00	\$500.00	\$728.00	\$41,192.00
Ewert, Debbie	Computer Services	\$61,478.00	\$750.00	\$1,120.00	\$63,348.00

Ewy, Timothy	Computer Services	\$40,530.00		\$730.00	\$41,260.00
Faith, Jonathan	Fac Mgmt-Maint	\$32,955.00	\$97.00	\$595.00	\$33,647.00
Falls, Berlin	Fac Mgmt-Custodial	\$31,908.00		\$574.00	\$32,482.00
Falls, Karen	Fac Mgmt-Custodial	\$30,905.00		\$556.00	\$31,461.00
Fan, Lori	Alumni Relations	\$88,500.00		\$0.00	\$88,500.00
Farmer, Jennifer	Child Development Ctr	\$20,734.00		\$373.00	\$21,107.00
Farris, Kelli	PSU-Student Engage	\$34,621.00	\$500.00	\$632.00	\$35,753.00
Farris, Robin	Coun Leadersh & Spc Ed	\$44,858.00	\$600.00	\$818.00	\$46,276.00
Faucett, David	Ctr Res Planning & Mgt	\$35,688.00	\$100.00	\$644.00	\$36,432.00
Felker, Janice	Biomedical Sciences	\$26,828.00		\$483.00	\$27,311.00
Ferber, Jason	OPT	\$33,550.00	\$625.00	\$615.00	\$34,790.00
Ferguson, Michael	Alumni Relations	\$45,988.00		\$828.00	\$46,816.00
Ferguson, Suzann	Career Center	\$41,080.00		\$739.00	\$41,819.00
Ferguson, Wendy	Development Office	\$94,212.00		\$1,696.00	\$95,908.00
Fiedler, Scott	COE-Ed Certification	\$65,078.00		\$1,171.00	\$66,249.00
Fife, Jordan	Athletics-Track-Women	\$40,000.00		\$720.00	\$40,720.00
Finch, Ken	Fac Mgmt-Custodial	\$31,128.00		\$560.00	\$31,688.00
Fischer, Ashtyn	Safety & Transportation	\$25,891.00	\$500.00	\$475.00	\$26,866.00
Fischer, Margaret	Advancement Services	\$30,044.00	\$1,130.78	\$561.00	\$31,735.78
Fischer, Scott	Library	\$27,767.00	\$105.05	\$502.00	\$28,374.05
Fischer, Vicki	Advancement Services	\$27,631.00		\$497.00	\$28,128.00
Fisher, Michael	Fac Ctr Teach & Learn	\$44,295.00		\$797.00	\$45,092.00
Fisk, Steven	Fac Mgmt-Grounds	\$29,669.00		\$534.00	\$30,203.00
Fletcher, Glenn	Fac Mgmt-Maint	\$36,840.00		\$663.00	\$37,503.00
Flores, Tamara	Assessment	\$26,553.00		\$478.00	\$27,031.00
Flosi, Michael	Computer Services	\$52,596.00		\$947.00	\$53,543.00
Ford, Luke	Safety & Transportation	\$26,999.00		\$486.00	\$27,485.00
Forester, Carol	Safety & Transportation	\$26,531.00		\$478.00	\$27,009.00
Forshee, Bryan	Tech & Const Mgmt	\$43,170.00		\$777.00	\$43,947.00
Fortney, David	Fac Mgmt-Maint	\$29,762.00		\$536.00	\$30,298.00
Foster, Karen	Plast Std Union Admin	\$35,912.00		\$646.00	\$36,558.00
Foster, Kurtis	English Lang Institute	\$37,000.00		\$666.00	\$37,666.00
Foucart, Stephen	Financial Services	\$137,593.00		\$2,476.67	\$140,069.67
Fox, Michael	Computer Services	\$35,359.32		\$636.00	\$35,995.32
Francka, Jacob	Campus Recreation	\$38,846.00		\$699.00	\$39,545.00
Francka, Samantha	International Programs	\$36,960.00	\$450.00	\$673.00	\$38,083.00
Franklin, Rhonda	Taylor Health Center	\$27,657.00		\$498.00	\$28,155.00
Franks, Claudia	SW Reg Prof Dev Center	\$47,106.00	\$100.00	\$850.00	\$48,056.00
Frederick, Susan	Athletics-Softball	\$40,600.00		\$731.00	\$41,331.00
Frederick, Teresa	Residence Life Housing	\$51,258.00		\$923.00	\$52,181.00
Freeman, Andrea	VP Admin and Info Svcs	\$33,657.00		\$606.00	\$34,263.00
Frevert, Brandon	Juanita K Hammons Hall	\$31,834.00		\$573.00	\$32,407.00
Frey, Jeremiah	Athl Strength & Cond	\$46,340.00		\$834.00	\$47,174.00
Frietchen, Mark	Planning, Des & Constr	\$78,696.00		\$1,417.00	\$80,113.00
Fritz, Dean	Safety & Transportation	\$32,468.00	\$584.00	\$595.00	\$33,647.00
Frizell, Michael	Bear Claw	\$59,416.00		\$1,069.00	\$60,485.00
Fuhrman, Ann	Library	\$42,682.00	\$93.93	\$770.00	\$43,545.93
Funderburk, Stacey	Publications	\$56,860.00		\$1,023.00	\$57,883.00
Furtak, Emily	Library	\$31,523.00	\$125.10	\$570.00	\$32,218.10
Gagnon, Mollie	Registrar	\$37,000.00		\$666.00	\$37,666.00
Galanes, Gloria	Coll of Arts & Letters	\$133,448.00	\$1,000.00	\$2,420.06	\$136,868.00

Gallion, Deborah	Juanita K Hammons Hall	\$59,126.00			\$1,064.00	\$60,190.00
Garbisch, Alisa	Residence Life Housing	\$47,000.00		\$500.00	\$855.00	\$48,355.00
Garcia, Josefina	Financial Services	\$42,577.92		\$791.97	\$781.00	\$44,150.89
Gardner, Hobart	Fac Mgmt-Maint	\$29,944.00			\$539.00	\$30,483.00
Garland, Diana	Bear Claw	\$54,765.00			\$986.00	\$55,751.00
Garman, Stephen	Financial Aid	\$32,300.00			\$581.00	\$32,881.00
Garrett, Filip	Taylor Health Center	\$136,887.00			\$2,464.00	\$139,351.00
Garton, Andrew	Development Office	\$55,000.00		\$2,500.00	\$1,035.00	\$58,535.00
Garton, Edwin	College of Education	\$59,199.00			\$1,066.00	\$60,265.00
Geiger, Lacey	I Courses	\$33,495.00			\$603.00	\$34,098.00
George, Robert	Safety & Transportation	\$35,336.00			\$636.00	\$35,972.00
Gibbs, William	Scholars House	\$16,847.00			\$303.00	\$17,150.00
Gibe, Sheri	Computer Services	\$29,651.00			\$534.00	\$30,185.00
Gibson, Deana	Geog Geology & Plan	\$32,782.00		\$100.00	\$592.00	\$33,474.00
Gibson, Emily	WP Dir of Univ Comm	\$37,078.00			\$667.00	\$37,745.00
Gibson, Lisa	International Services	\$44,820.00			\$807.00	\$45,627.00
Gieselman-Holthaus, Tracie	Library	\$33,551.00		\$109.76	\$606.00	\$34,266.76
Giles, Chelsey	Financial Aid	\$58,933.00			\$1,061.00	\$59,994.00
Gilsten, Heather	Computer Services	\$26,025.00			\$468.00	\$26,493.00
Girdley, Robert	WP Physical Plant	\$29,959.00			\$539.00	\$30,498.00
Gladden, Monte	JQH Arena	\$43,448.00			\$782.00	\$44,230.00
Glaessgen, Tracey	First Year Programs	\$42,787.00			\$770.00	\$43,557.00
Glidewell, Elizabeth	Biology	\$31,274.00	\$93.00	\$100.00	\$566.00	\$32,033.00
Glynn, Timothy	Res Life-Fac & Oper	\$23,407.00			\$421.00	\$23,828.00
Gochenauer, Kristan	President's Office	\$46,465.00			\$836.00	\$47,301.00
Goin, Kelsey	English Lang Institute	\$32,480.00			\$585.00	\$33,065.00
Goldade, Lois	Intercollegiate Athletics	\$31,404.00			\$565.00	\$31,969.00
Golden, Mary	Provost Office	\$45,048.00			\$811.00	\$45,859.00
Gollhofer, Kami	Research Admin	\$38,000.00			\$684.00	\$38,684.00
Gomez-Sosa, Gabriela	Athletics-Field Hockey	\$39,916.00			\$718.00	\$40,634.00
Gong, Xiao'ou	College of Business	\$42,240.00			\$760.00	\$43,000.00
Good, William	Coll of Natl & App Sci	\$41,434.00		\$102.76	\$748.00	\$42,284.76
Goodman, Melissa	Financial Aid	\$31,834.00		\$1,000.00	\$591.00	\$33,425.00
Goodwin-Santo, Debra	VP University Advmt	\$24,785.00			\$446.00	\$25,231.00
Gordon, Grayson	WP Info Tech Services	\$51,047.00			\$919.00	\$51,966.00
Gordon, Nancy	Fac Ctr Teach & Learn	\$60,900.00			\$1,096.00	\$61,996.00
Goritschnig, Claus	Safety & Transportation	\$24,758.00	\$446.00		\$454.00	\$25,658.00
Graham, Alexandra	WP Dean Acad Affairs	\$37,281.00			\$671.00	\$37,952.00
Graham, Christy	Graduate College	\$40,915.00			\$736.00	\$41,651.00
Graham, Phillip	Copy This	\$36,767.00			\$662.00	\$37,429.00
Grant, Rebecca	Athl Medical & Rehab	\$34,259.00			\$617.00	\$34,876.00
Gray, Emily	Agriculture	\$27,581.00			\$496.00	\$28,077.00
Gray, Monica	Development Office	\$27,139.00			\$489.00	\$27,628.00
Greaser, Colin	Intercollegiate Athletics	\$25,542.40			\$460.00	\$26,002.40
Green, Carol	Institutional Research	\$37,010.00		\$1,500.00	\$693.00	\$39,203.00
Green, Geoffrey	Ksmu	\$27,925.00			\$503.00	\$28,428.00
Green, Marian	Study Away	\$28,467.00			\$512.00	\$28,979.00
Greenfield, Robert	Fac Mgmt-Maint	\$30,533.00			\$550.00	\$31,083.00
Greim, Kevin	VP University Advmt	\$70,918.00			\$1,277.00	\$72,195.00
Greiner, Douglas	Counseling Center	\$69,194.00			\$1,245.00	\$70,439.00
Grevillius, Jeffrey	Bookstore	\$46,375.00			\$835.00	\$47,210.00

Grider, Jimmie	Juanita K Hammons Hall	\$44,858.00		\$807.00	\$45,665.00
Grier, Terry	Dean Of Students	\$26,531.00		\$478.00	\$27,009.00
Griffin, Margie	WP Dean Acad Affairs	\$29,448.00		\$530.00	\$29,978.00
Griffith, Alexes	Fac Mgmt-Custodial	\$20,576.00		\$370.00	\$20,946.00
Griffith, Deborah	Fac Mgmt-Custodial	\$24,616.00		\$443.00	\$25,059.00
Grindstaff, Brian	Coll of Natl & App Sci	\$45,221.00	\$100.00	\$816.00	\$46,137.00
Grosso, Karen	TRIO	\$43,645.00		\$786.00	\$44,431.00
Gryder, Clella	Taylor Health Center	\$34,902.00		\$628.00	\$35,530.00
Guinn, Kristina	International Services	\$40,194.00	\$300.00	\$729.00	\$41,223.00
Guttin, Keith	Athletics-Baseball-Men	\$88,419.00		\$1,592.00	\$90,011.00
Gwynn, Ryan	Fac Mgmt-Custodial	\$20,576.00		\$370.00	\$20,946.00
Hachman, Shannon	Planning, Des & Constr	\$25,874.70		\$466.00	\$26,340.70
Hackeson, Michael	Computer Services	\$52,838.00	\$750.00	\$965.00	\$54,553.00
Hackworth, Michel	Financial Services	\$54,821.00		\$987.00	\$55,808.00
Hader, William	International Programs	\$46,407.00	\$1,000.00	\$853.00	\$48,260.00
Haener, Lori	Taylor Health Center	\$41,125.00		\$740.00	\$41,865.00
Hagerman, Barron	Computer Services	\$52,838.00		\$951.00	\$53,789.00
Haik, Shellee	Biomedical Sciences	\$31,522.00		\$567.00	\$32,089.00
Hains, Arthur	VP Marketing & Comm	\$58,665.00		\$1,056.00	\$59,721.00
Hale, Arnold	Res Life-Fac & Oper	\$40,137.00		\$722.00	\$40,859.00
Hale, Beth	Financial Services	\$42,578.00	\$791.95	\$781.00	\$44,150.95
Hale, Carole	Accounting	\$33,086.00		\$596.00	\$33,682.00
Hall, Ann	Taylor Health Center	\$29,403.00		\$529.00	\$29,932.00
Hall, Jamie	Missouri State Outreach	\$32,723.00	\$1,000.00	\$607.00	\$34,330.00
Hall, Milly	WP Physical Plant	\$22,827.00		\$411.00	\$23,238.00
Hallgren, Deanna	Child Development Ctr	\$51,158.00	\$750.00	\$934.00	\$52,842.00
Hames, Jennifer	Greenwood Lab School	\$30,159.42		\$543.00	\$30,702.42
Hamilton, Timmarie	Social Work	\$36,960.00		\$665.00	\$37,625.00
Hamman, Bradley	Computer Services	\$59,105.00		\$1,064.00	\$60,169.00
Hammers, Michael	Fac Mgmt-Maint	\$41,323.00	\$122.00	\$746.00	\$42,191.00
Hamon, Pascal	English Lang Institute	\$50,000.00		\$900.00	\$50,900.00
Hamric, Randal	Taylor Health Center	\$126,875.00		\$2,284.00	\$129,159.00
Handley, Scott	Honors College	\$45,307.00	\$903.04	\$832.00	\$47,042.04
Haney, Lisa	Ctr For Arch Research	\$37,300.00		\$671.00	\$37,971.00
Hankins, Amy	Library	\$32,885.00	\$101.59	\$594.00	\$33,580.59
Hanley, Rodney	Postal Services	\$21,397.00	\$500.00	\$394.00	\$22,291.00
Hansen, Anthony	Blair-Shannon House	\$32,988.00	\$500.00	\$603.00	\$34,091.00
Hanson, Vicki	Inst Equity & Compl	\$31,059.00		\$559.00	\$31,618.00
Harbaugh, Rebecca	Registrar	\$51,765.00		\$932.00	\$52,697.00
Hardie, Kimberly	VP Div & Inclusion	\$29,119.44		\$524.00	\$29,643.44
Hardin, Jonathan	Chemistry	\$32,955.00	\$97.00	\$150.00	\$33,800.00
Haring, Katherine	College of Business	\$40,000.00		\$720.00	\$40,720.00
Harp, Patrick	Computer Services	\$33,760.00		\$608.00	\$34,368.00
Harper, Jonathan	Athl-Basketball-Women	\$76,125.00		\$1,370.00	\$77,495.00
Harper, Kellie	Athl-Basketball-Women	\$160,000.00		\$2,880.00	\$162,880.00
Harris, Marceda	Registrar	\$28,511.00		\$513.00	\$29,024.00
Harris, Stephen	WP Physical Plant	\$27,674.00		\$498.00	\$28,172.00
Harrison, Rebecca	International Programs	\$32,500.00		\$585.00	\$33,085.00
Harsen, Mark	Computer Services	\$76,108.00	\$750.00	\$1,383.00	\$78,241.00
Hartzler, Nathan	Media, Journalism Film	\$40,935.00		\$737.00	\$41,672.00
Harvey, Scott	OPT	\$50,730.00		\$913.00	\$51,643.00



Harvey, Terrill	Bookstore	\$30,077.00		\$541.00	\$30,618.00
Haselden, Laura	Wells House	\$22,463.57		\$404.00	\$22,867.57
Hauff, Brian	Planning, Des & Constr	\$69,365.00		\$1,249.00	\$70,614.00
Hauschildt, Mitchell	Athl Medical & Rehab	\$45,367.00		\$817.00	\$46,184.00
Hawkins, Derrick	Res Life-Fac & Oper	\$30,051.00	\$500.00	\$550.00	\$31,101.00
Hawkins, Jordan	Ctr For Biomed & Life S	\$45,000.00		\$810.00	\$45,810.00
Hawkins, Ross	Advisement Center	\$41,844.00		\$753.00	\$42,597.00
Hawkins, Thomas	Fac Mgmt-Custodial	\$20,576.00		\$370.00	\$20,946.00
Hayes, Frances	Juanita K Hammons Hall	\$29,538.00		\$532.00	\$30,070.00
Haymans, Leonard	Fac Mgmt-Maint	\$30,533.00		\$550.00	\$31,083.00
Haynes, Tabitha	VP Div & Inclusion	\$44,762.00		\$806.00	\$45,568.00
Hays, Brian	Coll of Natl & App Sci	\$48,804.00	\$100.00	\$880.00	\$49,784.00
Heath, Robert	Taylor Health Center	\$136,810.00		\$2,463.00	\$139,273.00
Heaton, Brian	Web And New Media	\$62,106.00		\$1,118.00	\$63,224.00
Hendershott, Dennis	Property Control	\$25,130.00		\$452.00	\$25,582.00
Henderson, Jermaine	Athl-Basketball-Men	\$92,148.00		\$1,659.00	\$93,807.00
Hendricks, Donovan	Univ Communications	\$56,885.00		\$1,024.00	\$57,909.00
Hendrickson, Donald	Advancement Services	\$40,828.00		\$735.00	\$41,563.00
Henline, Jamie	Ksmu	\$31,575.00	\$625.00	\$580.00	\$32,780.00
Henne, Cassandra	AHEC	\$32,736.00		\$589.00	\$33,325.00
Henry, Brian	Fac Mgmt-Maint	\$43,965.00		\$791.00	\$44,756.00
Henry, Leslie	Fac Mgmt-Grounds	\$32,748.00		\$589.00	\$33,337.00
Hensley, Ronald	WP Physical Plant	\$55,877.00		\$1,006.00	\$56,883.00
Hensley, Teresa	WP Business Office	\$30,898.00		\$556.00	\$31,454.00
Henson, Jeremy	Computer Services	\$39,618.00	\$713.00	\$726.00	\$41,057.00
Herring, Ann	Outreach Registration	\$45,050.00		\$811.00	\$45,861.00
Heslip, Chris	Property Control	\$21,112.00	\$343.47	\$386.00	\$21,841.47
Hesse, Holly	Athletics-Softball	\$70,216.00		\$1,264.00	\$71,480.00
Hicks, Vickie	College of Business	\$56,942.00		\$1,025.00	\$57,967.00
High, Carrie	Fac Mgmt-Custodial	\$23,309.00		\$420.00	\$23,729.00
Hill, Julie	Plast Stdt Union Admin	\$39,667.00		\$714.00	\$40,381.00
Hill, Patrick	Art & Design	\$28,973.00		\$522.00	\$29,495.00
Hill, Sheryl	Hutchens House	\$22,095.00		\$398.00	\$22,493.00
Hinman, Sarah	Biology	\$31,199.40		\$562.00	\$31,761.40
Hite, Brian	WP Physical Plant	\$22,014.00		\$396.00	\$22,410.00
Hoelyfield, Dominiece	Multicul Pgms Stdt Div	\$40,381.00		\$727.00	\$41,108.00
Hoff, Nathan	Registrar	\$55,993.00		\$1,008.00	\$57,001.00
Hoffmeyer, Joseph	Fac Mgmt-Maint	\$44,986.00		\$810.00	\$45,796.00
Hoggarth, Joshua	Res Life-Fac & Oper	\$19,799.00	\$356.00	\$363.00	\$20,518.00
Holdt, Betty	Fac Mgmt-Custodial	\$26,484.00		\$477.00	\$26,961.00
Holdt, Don	Fac Mgmt-Custodial	\$26,484.00		\$477.00	\$26,961.00
Holland, Sharon	WP Bookstore	\$42,188.00	\$79.00	\$761.00	\$43,028.00
Holley, Catherine	Study Away	\$26,554.00	\$600.00	\$489.00	\$27,643.00
Holmer, Nancy	Library	\$34,659.00	\$95.15	\$626.00	\$35,380.15
Holmes, Chad	Coll of Hum & Pub Aff	\$40,212.00	\$119.00	\$726.00	\$41,057.00
Holt, Shannon	Registrar	\$42,000.00		\$756.00	\$42,756.00
Hook, Joi	SW Reg Prof Dev Center	\$27,397.00		\$493.00	\$27,890.00
Hope, Marsha	Admissions	\$33,422.00		\$602.00	\$34,024.00
Hopper, Donald	Bookstore	\$33,499.00	\$99.00	\$500.00	\$34,712.00
Horeis, Nancy	Nursing	\$28,216.00		\$508.00	\$28,724.00
Horn, Debra	Mod & Classical Lang	\$25,807.00		\$465.00	\$26,272.00

Hornberger, Robert	Registrar	\$83,901.00		\$1,510.00	\$85,411.00
Horton, Tara	SBTDC	\$46,714.00		\$841.00	\$47,555.00
Hough, David	College of Education	\$151,235.00		\$2,722.00	\$153,957.00
Howard, Susanne	Agriculture-Mtn Grv	\$38,033.00		\$685.00	\$38,718.00
Howerton, Victoria	WP Stdt Advis & Acad S	\$33,000.00	\$455.00	\$602.00	\$34,057.00
Howland, Mike	Athl-Basketball-Men	\$31,720.00		\$571.00	\$32,291.00
Hubbell, Melody	WP Dir of Development	\$38,570.00		\$694.00	\$39,264.00
Hudson, Nancy	Student Employ Service	\$32,572.00		\$586.00	\$33,158.00
Huelskamp, James	Res Life-Fac & Oper	\$32,851.00		\$591.00	\$33,442.00
Huertas-Torres, Mariandine	Child Development Ctr	\$27,767.00		\$500.00	\$28,267.00
Huey, Paula	Human Resources	\$38,195.00	\$500.00	\$697.00	\$39,392.00
Huff, Jay	Safety & Transportation	\$55,063.00		\$991.00	\$56,054.00
Huff, Kristina	WP Stdt Advis & Acad S	\$23,648.00		\$426.00	\$24,074.00
Hufford, Lacey	Child Development Ctr	\$27,767.00		\$500.00	\$28,267.00
Humiston, John	Fac Mgmt-Maint	\$34,692.00		\$624.00	\$35,316.00
Hummer, Carri	Kinesiology	\$26,930.00		\$485.00	\$27,415.00
Hunt, Anna	Theatre & Dance	\$34,032.00		\$613.00	\$34,645.00
Hunt, Chastity	Intercollegiate Athletics	\$92,704.00		\$1,669.00	\$94,373.00
Hurst, Judith	Procurement Services	\$27,247.48	\$314.18	\$496.00	\$28,057.66
Hurt, Timothy	Computer Services	\$41,433.00		\$746.00	\$42,179.00
Hyde, William	Fac Mgmt-Grounds	\$36,455.00		\$656.00	\$37,111.00
Ibach, Michael	Fac Mgmt-Grounds	\$23,530.00		\$424.00	\$23,954.00
Ingle, Patricia	Development Office	\$65,000.00		\$1,170.00	\$66,170.00
Isackson, Abby	Publications	\$34,647.00	\$320.00	\$629.00	\$35,596.00
Jackson, Kenji	Athletics-Football-Men	\$40,000.00		\$720.00	\$40,720.00
Jacobs, Phillip	Juanita K Hammons Hall	\$34,815.00		\$627.00	\$35,442.00
Jahnke, Tamara	Coll of Natl & App Sci	\$140,932.00	\$2,000.00	\$2,572.78	\$145,505.00
Jay, Jon	Res Life-Fac & Oper	\$24,728.00	\$500.00	\$454.00	\$25,682.00
Jenkins, Jay	Coll of Hum & Pub Aff	\$51,678.00	\$300.00	\$936.00	\$52,914.00
Jennings, Shannon	Computer Services	\$52,311.00		\$942.00	\$53,253.00
Jensen, Donald	Campus Recreation	\$33,167.00		\$597.00	\$33,764.00
Jensen, Jennifer	Reading Found & Tech	\$32,320.00	\$645.00	\$593.00	\$33,558.00
Jessee, Katy	College of Business	\$31,973.00		\$576.00	\$32,549.00
Jett, Melissa	WP Admissions	\$42,821.00	\$1,000.00	\$789.00	\$44,610.00
Jochims, Lynda	SBTDC	\$28,227.00	\$509.00	\$517.00	\$29,253.00
John, Lacy	Comm Sci & Disorders	\$26,846.00		\$483.00	\$27,329.00
Johns, Danny	Fac Mgmt-Custodial	\$21,397.00		\$385.00	\$21,782.00
Johns, Justin	Counseling Center	\$39,341.00	\$3,251.18	\$767.00	\$43,359.18
Johnson, Alex	CASL	\$36,000.00		\$648.00	\$36,648.00
Johnson, Chalanda	Career Center	\$30,395.00		\$547.00	\$30,942.00
Johnson, Glen	Facilities Management	\$45,643.00	\$500.00	\$831.00	\$46,974.00
Johnson, Hannah	Blair-Shannon House	\$16,293.02	\$197.98	\$297.00	\$16,788.00
Johnson, Janelle	Library	\$41,388.00	\$110.80	\$747.00	\$42,245.80
Johnson, Laurie	Hammons Student Ctr	\$30,905.00		\$556.00	\$31,461.00
Johnson, Mark	Res Life-Fac & Oper	\$30,906.00		\$556.00	\$31,462.00
Johnson, Sandra	Faculty Senate	\$29,004.00	\$200.00	\$526.00	\$29,730.00
Johnson, Theresa	Bull Shoals Field Station	\$30,855.00	\$100.00	\$557.00	\$31,512.00
Johnston, Jennifer	English Lang Institute	\$41,599.00		\$749.00	\$42,348.00
Johnston, Tamara	Registrar	\$31,199.40		\$562.00	\$31,761.40
Jones, Adja	Dr Mary Jo Wynn Ctr	\$30,000.00		\$540.00	\$30,540.00
Jones, Barbara	Coll of Arts & Letters	\$47,788.00		\$860.00	\$48,648.00

Jones, Brian	Fac Mgmt-Custodial	\$31,200.00		\$562.00	\$31,762.00
Jones, Grant	Bookstore	\$46,623.60		\$839.00	\$47,462.60
Jones, Jacqueline	Financial Services	\$28,243.00	\$155.63	\$511.00	\$28,909.63
Jones, Kerri	WP Stdt Advis & Acad S	\$31,500.00	\$1,955.00	\$602.00	\$34,057.00
Jones, Lois	SW Reg Prof Dev Center	\$52,538.00		\$946.00	\$53,484.00
Jones, Matthew	Hammons Student Ctr	\$35,049.00		\$631.00	\$35,680.00
Jones, Nadine	Tech & Const Mgmt	\$29,051.00		\$523.00	\$29,574.00
Jones, Peggy	VP Student Affairs	\$46,375.00		\$835.00	\$47,210.00
Jones, Sandra	Safety & Transportation	\$28,247.00	\$500.00	\$517.00	\$29,264.00
Jones, Sherry	Coll of Natl & App Sci	\$28,118.00	\$200.00	\$510.00	\$28,828.00
Jordan, Cathy	Planning, Des & Constr	\$69,365.00		\$1,249.00	\$70,614.00
Joyce, Delores	Ozarks Public Health	\$38,735.66		\$697.00	\$39,432.66
Kamerer, Gwendolyn	Taylor Health Center	\$25,377.00		\$457.00	\$25,834.00
Kammerer, Joseph	WP Dir of Development	\$51,975.00		\$936.00	\$52,911.00
Kane, Kevin	Athletics-Golf-Women	\$38,665.00		\$696.00	\$39,361.00
Karlen, Maria	Fac Mgmt-Maint	\$52,028.00		\$937.00	\$52,965.00
Katona, Paul	Media, Journalism Film	\$54,993.00		\$990.00	\$55,983.00
Keene, Amy	Admissions	\$31,562.00		\$568.00	\$32,130.00
Keeth, Jonathan	Jordan Valley Innov Ctr	\$53,384.00		\$961.00	\$54,345.00
Keever, Amanda	Financial Services	\$28,243.00	\$155.63	\$511.00	\$28,909.63
Kecec, Susan	English Lang Institute	\$28,622.00	\$515.00	\$524.00	\$29,661.00
Keller, Forrest	Res Life-Fac & Oper	\$39,942.00		\$719.00	\$40,661.00
Kellum, Mary	WP Dean Acad Affairs	\$30,048.00		\$541.00	\$30,589.00
Kemp, Matthew	Fac Mgmt-Maint	\$30,051.00	\$500.00	\$550.00	\$31,101.00
Kemp, Michael	Fac Mgmt-Maint	\$30,527.00		\$549.00	\$31,076.00
Kendall, Carrie	Child Development Ctr	\$26,679.00		\$480.00	\$27,159.00
Kennedy, Robin	Coll of Hlth & Hum Svcs	\$50,750.00		\$914.00	\$51,664.00
Kenney, Phyllis	Financial Services	\$30,121.00		\$542.00	\$30,663.00
Kent, Samantha	Fac Mgmt-Grounds	\$21,492.00		\$387.00	\$21,879.00
Kerley, Christina	WP Business Office	\$48,162.00		\$867.00	\$49,029.00
Ketchum-Brewer, Karmen	College of Business	\$32,094.00		\$578.00	\$32,672.00
Kettering, Denise	Advancement Services	\$75,927.00		\$1,367.00	\$77,294.00
Keuneke, Mark	Plaster Sports Complex	\$24,039.00		\$433.00	\$24,472.00
Kidula, Iris	English Lang Institute	\$35,525.00		\$639.00	\$36,164.00
Kielhofner, Robert	Facilities Management	\$92,439.00		\$1,664.00	\$94,103.00
Kile, Thomas	Juanita K Hammons Hall	\$50,975.00		\$918.00	\$51,893.00
Killian, Audrianna	TRIO	\$40,600.00		\$731.00	\$41,331.00
Kincaid, Brian	VP Res & Economic Dev	\$42,240.00		\$760.00	\$43,000.00
Kindhart, Richard	Athl Communications	\$69,887.00		\$1,258.00	\$71,145.00
Kindle, Michael	Computer Services	\$69,040.00	\$750.00	\$1,256.00	\$71,046.00
King, Heather	Enrollment Mgt & Svcs	\$54,698.00		\$985.00	\$55,683.00
King, Sandra	Provost Office	\$36,062.00		\$649.00	\$36,711.00
Kintner, Ellen	Financial Aid	\$27,767.00		\$500.00	\$28,267.00
Klem, Michael	Agriculture	\$50,657.00	\$200.00	\$915.00	\$51,772.00
Kliethermes, Sean	Admissions	\$48,092.00		\$866.00	\$48,958.00
Knackstedt, Konya	Campus Recreation	\$33,800.00		\$608.00	\$34,408.00
Knepper, Charna	Taylor Health Center	\$42,985.00		\$774.00	\$43,759.00
Knight, Rachel	OPT	\$73,489.00		\$1,323.00	\$74,812.00
Korn, Bradley	Athl-Basketball-Men	\$86,445.00		\$1,556.00	\$88,001.00
Kuhlmeier, Sylvia	WP Library	\$52,253.00		\$941.00	\$53,194.00
Kunkel, Allen	VP Res & Economic Dev	\$123,254.00		\$2,219.00	\$125,473.00

Kyle, Laura	Taylor Health Center	\$34,979.00		\$630.00	\$35,609.00
Ladd, Ronda	Residence Life Housing	\$31,948.00		\$575.00	\$32,523.00
Lair, Heath	WP Info Tech Services	\$44,749.00		\$805.00	\$45,554.00
Lancaster, Dennis	WP Instruction	\$80,574.00		\$1,450.00	\$82,024.00
Landgraf, Tyler	Athl Medical & Rehab	\$39,668.00		\$714.00	\$40,382.00
Lane, Thomas	Plast Std Union Admin	\$88,500.00		\$1,593.00	\$90,093.00
Lanning, Brenda	Procurement Services	\$39,000.00		\$702.00	\$39,702.00
Lanpher, Larry	Fac Mgmt-Grounds	\$33,714.00		\$607.00	\$34,321.00
Lashley, Stephanie	Development Office	\$60,290.00		\$1,085.00	\$61,375.00
Laswell, Kevin	Res Life-Fac & Oper	\$24,225.00		\$436.00	\$24,661.00
Lathrop, Jonita	Fac Mgmt-Custodial	\$21,397.00		\$385.00	\$21,782.00
Lawrence, Idonna	Taylor Health Center	\$35,766.00		\$644.00	\$36,410.00
Lawrence, Kristy	WP Chancellor's Office	\$37,427.00	\$674.00	\$686.00	\$38,787.00
Laws, Bethany	College of Business	\$32,736.00		\$589.00	\$33,325.00
Lawson, Jeffrey	Library	\$29,940.00	\$107.84	\$541.00	\$30,588.84
Leamy, Jonathan	Athletics-Soccer-Men	\$53,989.00	\$5,000.00	\$1,062.00	\$60,051.00
Leas, Brian	Fac Ctr Teach & Learn	\$40,000.00	\$331.00	\$726.00	\$41,057.00
Lee, Amanda	Child Development Ctr	\$33,764.00	\$800.00	\$622.00	\$35,186.00
Lee, Jason	Computer Services	\$52,838.00		\$951.00	\$53,789.00
Lee, Jonathan	Computer Services	\$40,931.00		\$737.00	\$41,668.00
Lee, Rose	College of Education	\$27,973.00		\$504.00	\$28,477.00
Lehmann, Timothy	College of Education	\$34,263.00		\$617.00	\$34,880.00
Leis, Sherry	Biology	\$64,211.00	\$100.00	\$1,158.00	\$65,469.00
Lenahan, Debra	Taylor Health Center	\$42,787.00		\$770.00	\$43,557.00
Lescano, Brittany	College of Business	\$32,736.00		\$589.00	\$33,325.00
Lesley, Caleb	Freudenberger House	\$32,500.00	\$750.00	\$599.00	\$33,849.00
Lester, Sharon	Procurement Services	\$30,345.00		\$546.00	\$30,891.00
Letterman, Debbie	PSU-Event And Meeting	\$37,179.00		\$669.00	\$37,848.00
Lewellen, Ashleigh	Campus Recreation	\$35,018.00		\$630.00	\$35,648.00
Lewing, James	Hammons Student Ctr	\$34,133.00		\$614.00	\$34,747.00
Lewis, Betty	International Programs	\$49,654.00	\$1,109.86	\$914.00	\$51,677.86
Lewis, Kiara	Fac Mgmt-Custodial	\$20,734.00		\$373.00	\$21,107.00
Lietz, Kevin	Res Life-Fac & Oper	\$20,576.00	\$500.00	\$379.00	\$21,455.00
Lin, Shawn	Computer Services	\$50,347.00	\$750.00	\$920.00	\$52,017.00
Linder, Robert	Photo Services	\$56,000.00		\$1,008.00	\$57,008.00
Lindsay, George	Plast Std Union Admin	\$40,127.00		\$722.00	\$40,849.00
Lindsay, Teresa	Financial Services	\$63,360.00		\$1,140.00	\$64,500.00
Lines, Carrie	Social Work	\$45,553.20		\$820.00	\$46,373.20
Lininger, M	Coll of Natl & App Sci	\$32,883.00	\$100.00	\$594.00	\$33,577.00
Little, Sandra	Fac Mgmt-Custodial	\$21,397.00		\$385.00	\$21,782.00
Liu, Dandan	VP Res & Economic Dev	\$41,920.00	\$500.00	\$764.00	\$43,184.00
Lo, Tsee	Fac Mgmt-Grounds	\$22,570.00		\$406.00	\$22,976.00
Lofton, Denise	Human Resources	\$38,195.00		\$688.00	\$38,883.00
Loge, Jana	SW Reg Prof Dev Center	\$65,826.00		\$1,185.00	\$67,011.00
Long, Sharon	Bursars Office	\$44,231.00		\$796.00	\$45,027.00
Long, Shelia	Agriculture-Mtn Grv	\$23,126.00	\$416.00	\$424.00	\$23,966.00
Longcor, Tammy	Computer Services	\$36,400.00		\$655.00	\$37,055.00
Lopinot, Sharon	College of Education	\$36,590.00		\$659.00	\$37,249.00
Lowery, Steven	Safety & Transportation	\$35,155.00	\$500.00	\$642.00	\$36,297.00
Lucas, Kimberly	Career Center	\$27,954.00		\$503.00	\$28,457.00
Lueck, Eric	Agriculture-Mtn Grv	\$28,203.00		\$508.00	\$28,711.00

Lueck, Marty	Agriculture-Mtn Grv	\$68,640.00	\$150.00	\$1,238.00	\$70,028.00
Luellen, Heather	Theatre & Dance	\$42,505.00		\$765.00	\$43,270.00
Lukas, Daniel	PSU-Event And Meeting	\$27,453.00		\$494.00	\$27,947.00
Lusk, Paul	Athl-Basketball-Men	\$351,650.00		\$6,330.00	\$357,980.00
Lyon, Eric	Fac Mgmt-Custodial	\$30,051.00		\$541.00	\$30,592.00
MacDonald, Shauna	English Lang Institute	\$35,376.00		\$637.00	\$36,013.00
Madden, Bronwen	SBTDC	\$49,901.00		\$898.00	\$50,799.00
Malam, Desiree	Taylor Health Center	\$26,893.88		\$484.00	\$27,377.88
Malarkey, Elizabeth	Ksmu	\$35,419.00		\$638.00	\$36,057.00
Maloney, Daniel	Fac Mgmt-Custodial	\$28,049.00		\$505.00	\$28,554.00
Mann, Kathy	WP Dean Acad Affairs	\$30,825.00		\$555.00	\$31,380.00
Marcum, Andrew	College of Business	\$41,434.00		\$746.00	\$42,180.00
Marler, Travis	College of Education	\$28,243.00		\$508.00	\$28,751.00
Marre Jr, Ted	Fac Mgmt-Custodial	\$20,934.00		\$377.00	\$21,311.00
Martin, Deborah	WP Dir of Development	\$29,207.00		\$526.00	\$29,733.00
Martin, Galen	Campus Recreation	\$47,520.00		\$855.00	\$48,375.00
Martin, Robert	Computer Services	\$52,838.00	\$750.00	\$965.00	\$54,553.00
Martindale, Susan	Advisement Center	\$39,316.00		\$708.00	\$40,024.00
Martinez, Stephen	Fac Mgmt-Grounds	\$20,903.60	\$364.40	\$383.00	\$21,651.00
Massey, Eddie	Agriculture-Mtn Grv	\$26,000.00		\$468.00	\$26,468.00
Massey, Michael	Fac Mgmt-Maint	\$43,532.00		\$784.00	\$44,316.00
Masterson, Julie	Graduate College	\$134,500.00		\$2,421.00	\$136,921.00
Matlack, Joshua	English Lang Institute	\$30,812.00	\$555.00	\$565.00	\$31,932.00
Mattheis, Jon	Facilities Management	\$29,972.22		\$539.00	\$30,511.22
Matthews, Michael	Fac Mgmt-Mt Grove	\$50,050.00		\$901.00	\$50,951.00
Matthews, Victor	Coll of Hum & Pub Aff	\$139,766.00		\$2,516.00	\$142,282.00
Mattocks, Vicki	Financial Aid	\$75,255.00		\$1,355.00	\$76,610.00
Maupin, Mary	WP Dean Acad Affairs	\$32,480.00	\$975.00	\$602.00	\$34,057.00
Mawhiney, Shannon	Library	\$40,569.00	\$112.02	\$732.00	\$41,413.02
McBride, Leroy	Res Life-Fac & Oper	\$20,734.00		\$373.00	\$21,107.00
McCart, Phillip	Computer Services	\$57,157.00		\$1,029.00	\$58,186.00
McCart, Rachelle	Coun Leadersh & Spc Ed	\$26,245.00		\$472.00	\$26,717.00
McCarty, Mark	Printing Services	\$54,576.00		\$982.00	\$55,558.00
McClure, Charles	VP Admin and Info Svcs	\$146,830.00		\$2,642.94	\$149,472.94
McComb, Shawn	Fac Mgmt-Grounds	\$21,685.00		\$390.00	\$22,075.00
McCoy, Theresa	Computer Services	\$81,974.00	\$846.69	\$1,491.00	\$84,311.69
McCrory, Kenneth	Coll of Natl & App Sci	\$60,644.00		\$1,092.00	\$61,736.00
McCrory, Sue	Computer Literacy	\$44,929.00		\$809.00	\$45,738.00
McElwain, Jason	Fac Mgmt-Maint	\$41,671.00		\$750.00	\$42,421.00
McEowen, Lisa	Library	\$37,291.00	\$117.87	\$673.00	\$38,081.87
McFadden, Robert	Fac Mgmt-Custodial	\$23,485.00		\$423.00	\$23,908.00
McFall, Catherine	Theatre & Dance	\$33,366.00		\$601.00	\$33,967.00
McGauley, Larry	Fac Mgmt-Maint	\$42,808.00		\$771.00	\$43,579.00
McGee, Emily	Facilities Management	\$55,035.00	\$500.00	\$1,000.00	\$56,535.00
McGhee, Matthew	Hammons House	\$32,500.00	\$750.00	\$599.00	\$33,849.00
McGinnis, Rachel	VP Res & Economic Dev	\$57,879.00	\$750.00	\$1,055.00	\$59,684.00
McGownd, Lenord	Residence Life Housing	\$56,896.00		\$1,024.00	\$57,920.00
McGowne, Sheila	Alumni Relations	\$27,144.00		\$489.00	\$27,633.00
McKee, Keri	Development Office	\$56,942.00		\$1,025.00	\$57,967.00
McKenzie, GERALYN	Human Resources	\$60,908.00		\$1,096.00	\$62,004.00
McMahon, Katie	Theatre & Dance	\$31,667.00	\$1,000.00	\$588.00	\$33,255.00

McManus, Loren	Computer Services	\$56,223.00		\$1,012.00	\$57,235.00
McManus, Mary	Financial Services	\$105,553.00		\$1,900.00	\$107,453.00
McMeekin, Barbara	Ksmu	\$52,253.00		\$941.00	\$53,194.00
McMellen, John	Ksmu	\$39,536.00		\$712.00	\$40,248.00
McTavish, James	Planning, Des & Constr	\$67,498.00		\$1,215.00	\$68,713.00
Meadows, Brenda	Res Life-Fac & Oper	\$21,397.00	\$500.00	\$394.00	\$22,291.00
Medley, Yvette	College of Business	\$33,551.00		\$604.00	\$34,155.00
Melton, Janelle	Honors College	\$22,441.00		\$404.00	\$22,845.00
Melton, Shelly	Military Science	\$26,798.00		\$482.00	\$27,280.00
Mendenhall, Kathy	College of Business	\$43,046.00		\$775.00	\$43,821.00
Mendez, Joanna	International Services	\$35,500.00		\$639.00	\$36,139.00
Mendez, Samuel	Plast Std Union Admin	\$24,211.00		\$436.00	\$24,647.00
Meraz, Juan	Multicultural Services	\$74,542.00		\$1,342.00	\$75,884.00
Meredith, John	Fac Ctr Teach & Learn	\$53,856.00		\$969.00	\$54,825.00
Metzger, Benjamin	Admissions	\$45,000.00		\$810.00	\$45,810.00
Meyer, Bradley	OPT	\$36,035.00		\$649.00	\$36,684.00
Meyer, Jennifer	Psychology	\$23,132.00		\$416.00	\$23,548.00
Miles, Kyla	Taylor Health Center	\$35,766.00		\$644.00	\$36,410.00
Miller, Charles	English Lang Institute	\$30,812.00	\$555.00	\$565.00	\$31,932.00
Miller, Harriet	Financial Aid	\$33,619.00		\$605.00	\$34,224.00
Miller, Kandi	Res Life-Fac & Oper	\$21,397.00	\$500.00	\$394.00	\$22,291.00
Miller, Kathy	Advancement Services	\$38,612.00		\$695.00	\$39,307.00
Miller, Sandra	Advancement Services	\$36,876.00		\$664.00	\$37,540.00
Miller, Shirley	Bursars Office	\$30,898.00		\$556.00	\$31,454.00
Mills, Nancy	Juanita K Hammons Hall	\$34,312.00		\$618.00	\$34,930.00
Mincey, Martha	Art & Design	\$46,661.00		\$840.00	\$47,501.00
Mitchell, Donald	Fac Mgmt-Custodial	\$21,397.00		\$385.00	\$21,782.00
Mitchell, Shirley	Provost Office	\$42,697.00	\$2,000.00	\$805.00	\$45,502.00
Moats, Kyle	Intercollegiate Athletics	\$160,302.00		\$2,885.00	\$163,187.00
Moentnish, Shirley	Library	\$40,500.00	\$106.64	\$731.00	\$41,337.64
Moler, Leta	VP Student Affairs	\$39,807.00		\$717.00	\$40,524.00
Moncrief, Keith	Fac Mgmt-Custodial	\$29,346.00		\$528.00	\$29,874.00
Monkres, Lisa	Coun Leadersh & Spc Ed	\$27,087.00		\$488.00	\$27,575.00
Monson, Tamicka	Nursing	\$23,129.16		\$416.00	\$23,545.16
Monzella, Harry	Res Life-Fac & Oper	\$21,802.00	\$300.00	\$398.00	\$22,500.00
Moody, Bretticca	TRIO	\$37,000.00		\$666.00	\$37,666.00
Moore, David	OPT	\$68,943.00	\$625.00	\$1,252.00	\$70,820.00
Moore, Paula	English Lang Institute	\$47,705.00		\$859.00	\$48,564.00
Moore, Recy	Missouri State Outreach	\$37,928.00		\$683.00	\$38,611.00
Moore, Robert	Financial Aid	\$42,000.00		\$756.00	\$42,756.00
Moore, Scott	Athl-Basketball-Women	\$32,214.00		\$580.00	\$32,794.00
Moore, Teresa	Hammons Student Ctr	\$48,058.00		\$865.00	\$48,923.00
Moreno, Donald	Fac Mgmt-Custodial	\$28,830.00		\$519.00	\$29,349.00
Moreno, Ronald	Fac Mgmt-Custodial	\$31,351.00		\$564.00	\$31,915.00
Moreno, Sherry	Fac Mgmt-Custodial	\$26,862.00		\$484.00	\$27,346.00
Morris, Benjamin	Fac Mgmt-Maint	\$35,956.00		\$647.00	\$36,603.00
Morris, Joseph	New Std & Family Prog	\$49,266.00		\$887.00	\$50,153.00
Morris, Margaret	Agriculture	\$32,233.00	\$300.00	\$586.00	\$33,119.00
Morris, Matthew	VP Admin and Info Svcs	\$100,321.00		\$1,806.00	\$102,127.00
Morrison, Jeffery	Plast Std Union Admin	\$30,000.00	\$500.00	\$549.00	\$31,049.00
Morrissey, Dennis	Fac Mgmt-Maint	\$39,942.00	\$500.00	\$728.00	\$41,170.00

Morrissey, Jeff	Computer Services	\$112,762.00		\$2,030.00	\$114,792.00
Morrissey, Sarah	Coop Engineering Prog	\$34,120.00	\$100.00	\$616.00	\$34,836.00
Morrissey, William	Criminology	\$25,807.00	\$130.00	\$467.00	\$26,404.00
Morton, Christian	Athletics-Football-Men	\$55,000.00		\$990.00	\$55,990.00
Mosier, Robert	Fac Mgmt-Mt Grove	\$24,268.00		\$437.00	\$24,705.00
Moskalski, Suzanne	Communication	\$27,502.00		\$495.00	\$27,997.00
Mosley, Debra	WP Dir of Development	\$26,531.00		\$478.00	\$27,009.00
Mostyn, Andrea	Univ Communications	\$42,904.00	\$320.00	\$778.00	\$44,002.00
Muegge, Frederick	Taylor Health Center	\$140,670.00		\$2,532.00	\$143,202.00
Mullins, Marchalain	Computer Services	\$52,905.00		\$952.00	\$53,857.00
Munoz Aliaga, Rut	Computer Services	\$51,797.00		\$932.00	\$52,729.00
Murphy, Jill	Human Resources	\$43,446.00		\$782.00	\$44,228.00
Murphy, Michael	Coll of Natl & App Sci	\$63,923.00	\$100.00	\$1,152.00	\$65,175.00
Murphy, Richard	Fac Mgmt-Grounds	\$33,208.00		\$598.00	\$33,806.00
Murphy, Valerie	Financial Services	\$36,524.10		\$657.00	\$37,181.10
Murrell, Frankie	WP Financial Aid	\$26,531.00		\$478.00	\$27,009.00
Muse, Amanda	Criminology	\$34,120.00		\$614.00	\$34,734.00
Mustion, Barbara	WP Business Office	\$34,543.00		\$622.00	\$35,165.00
Myers, Nancy	Financial Services	\$64,543.00		\$1,162.00	\$65,705.00
Myhan, Kenneth	Fac Mgmt-Custodial	\$28,704.00		\$517.00	\$29,221.00
Nag, Nandita	Physics Astro & Mat Sci	\$31,465.00	\$150.00	\$569.00	\$32,184.00
Nagle, John	Photo Services	\$36,400.00		\$655.00	\$37,055.00
Napier, Amanda	Taylor Health Center	\$25,666.00		\$462.00	\$26,128.00
Neal, Karen	Advancement Services	\$52,445.00		\$944.00	\$53,389.00
Neal, Tina	College of Education	\$38,895.00		\$700.00	\$39,595.00
Needham, Brad	Fac Mgmt-Custodial	\$23,910.00		\$430.00	\$24,340.00
Nelson, Diane	Taylor Health Center	\$30,700.21		\$553.00	\$31,253.21
Nelson, Kirk	Athl-Soccer-Women	\$29,361.00		\$528.00	\$29,889.00
Nelson, Nicole	Institutional Research	\$42,000.00		\$756.00	\$42,756.00
Netzer, Kelly	Fac Mgmt-Grounds	\$22,531.00		\$406.00	\$22,937.00
Netzer, Shelley	Administrative Services	\$33,601.00		\$605.00	\$34,206.00
Neuschwander, Nathan	Library	\$40,389.00	\$111.67	\$729.00	\$41,229.67
Newman, Joan	Dr Mary Jo Wynn Ctr	\$32,111.00		\$578.00	\$32,689.00
Nichols, Elvin	Hammons Student Ctr	\$36,713.00		\$661.00	\$37,374.00
Nichols, Larry	Joplin Center	\$33,017.00		\$594.00	\$33,611.00
Nichols, Linda	Financial Aid	\$36,995.00		\$666.00	\$37,661.00
Niell, Sherry	College of Business	\$24,086.00	\$472.00	\$442.00	\$25,000.00
Nino, Jose	Hammons Student Ctr	\$23,919.54		\$431.00	\$24,350.54
Nixon, Salina	Monroe Apartments	\$19,551.62	\$317.38	\$358.00	\$20,227.00
Noblin, Matthew	WP Bookstore	\$28,243.00		\$508.00	\$28,751.00
Noland, Michelle	Dr Mary Jo Wynn Ctr	\$34,000.00		\$612.00	\$34,612.00
Norat, Timothy	Fac Mgmt-Custodial	\$19,799.00	\$356.00	\$363.00	\$20,518.00
Nordyke, Kathy	CASL	\$41,185.00		\$741.00	\$41,926.00
Norgren, Michelle	Agriculture	\$75,230.00		\$1,354.00	\$76,584.00
Norris, Joye	Missouri State Outreach	\$133,056.00		\$2,395.00	\$135,451.00
Northrip, Donald	Computer Services	\$59,578.00		\$1,072.00	\$60,650.00
Nowell, Y	Juanita K Hammons Hall	\$32,320.00		\$582.00	\$32,902.00
O'Connell, Brenda	Hammons Student Ctr	\$32,367.00		\$583.00	\$32,950.00
Oconnor, Rhonda	Library	\$32,341.00	\$108.71	\$584.00	\$33,033.71
Odneal, Clayton	Agriculture-Mtn Grv	\$33,050.00	\$100.00	\$597.00	\$33,747.00
Odneal, Marilyn	Agriculture-Mtn Grv	\$54,769.00	\$208.91	\$990.00	\$55,967.91

Oetting, Kristi	Computer Services	\$45,033.00		\$750.00	\$824.00	\$46,607.00
Olsen, Michelle	Institutional Research	\$90,229.00			\$1,624.00	\$91,853.00
O'Neal, Deborah	Intercollegiate Athletics	\$44,352.00			\$798.00	\$45,150.00
Opfer, Barbara	International Services	\$26,531.00			\$478.00	\$27,009.00
Orr, Spencer	Wells House	\$30,812.00	\$555.00	\$1,500.00	\$592.00	\$33,459.00
Ortiz, Frank	Fac Mgmt-Custodial	\$38,455.00			\$692.00	\$39,147.00
Orzek, Ann	Counseling Center	\$60,896.00			\$1,096.00	\$61,992.00
Oshaughnessy, Megan	Child Development Ctr	\$33,764.00		\$800.00	\$622.00	\$35,186.00
Otte, Melissa	Child Development Ctr	\$20,934.00			\$377.00	\$21,311.00
Overmyer, Allison	VP Res & Economic Dev	\$39,893.00		\$800.00	\$732.00	\$41,425.00
Owen, Marc	Water Institute	\$51,765.00		\$100.00	\$934.00	\$52,799.00
Owrey, Savonna	Bookstore	\$32,110.00			\$578.00	\$32,688.00
Ozbun, Marcus	Dr Mary Jo Wynn Ctr	\$27,699.00			\$499.00	\$28,198.00
Palmer, Christopher	Fac Mgmt-Maint	\$29,762.00			\$536.00	\$30,298.00
Panza, Juli	COE-Ed Advisement	\$40,320.00			\$726.00	\$41,046.00
Parker, Cynthia	Comm Sci & Disorders	\$25,868.00		\$489.97	\$474.00	\$26,831.97
Parker, Samuel	Fac Mgmt-Maint	\$45,027.00			\$810.00	\$45,837.00
Parnell, Patrick	International Services	\$54,810.00			\$987.00	\$55,797.00
Parrish, Erin	Research Admin	\$71,050.00		\$750.00	\$1,292.00	\$73,092.00
Patel, Rishi	Jordan Valley Innov Ctr	\$67,225.00			\$1,210.00	\$68,435.00
Patterson, Jacqueline	Nursing	\$23,129.16			\$416.00	\$23,545.16
Patterson, Kim	Residence Life Housing	\$26,354.00			\$474.00	\$26,828.00
Pattison, Matthew	Hutchens House	\$27,255.00			\$491.00	\$27,746.00
Patton, Tracy	Library	\$37,291.00		\$124.37	\$673.00	\$38,088.37
Paul, Richecard	Safety & Transportation	\$25,609.00			\$461.00	\$26,070.00
Pavlick, Laura	Property Control	\$54,703.00			\$985.00	\$55,688.00
Paxton, Miroslaba	Safety & Transportation	\$26,531.00		\$500.00	\$487.00	\$27,518.00
Peace, Robert	Computer Services	\$52,838.00			\$951.00	\$53,789.00
Pearce, Lori	PSU-Event And Meeting	\$28,446.00			\$512.00	\$28,958.00
Pecsok, Karen	WP Admissions	\$27,767.00			\$500.00	\$28,267.00
Pedersen, Johnna	Jordan Valley Innov Ctr	\$52,607.00			\$947.00	\$53,554.00
Penkalski, James	Athl Medical & Rehab	\$67,334.00			\$1,212.00	\$68,546.00
Penn, Barbara	Advancement Services	\$30,319.00			\$546.00	\$30,865.00
Penn, Deborah	Dual Credit	\$34,207.00		\$1,000.00	\$634.00	\$35,841.00
Penner, Robert	Safety & Transportation	\$24,758.00	\$446.00		\$454.00	\$25,658.00
Perine, Elizabeth	Athletics-Softball	\$40,600.00			\$731.00	\$41,331.00
Perkins, Amy	Music	\$35,958.00			\$647.00	\$36,605.00
Perkins, Gary	Fac Mgmt-Custodial	\$21,397.00			\$385.00	\$21,782.00
Perry, Dennis	Res Life-Fac & Oper	\$36,056.00			\$649.00	\$36,705.00
Perryman, Michael	Fac Mgmt-Maint	\$48,051.00		\$500.00	\$874.00	\$49,425.00
Peters, Janet	Fac Mgmt-Maint	\$28,742.00			\$517.00	\$29,259.00
Peters, Thomas	Library	\$115,954.00		\$344.91	\$2,093.38	\$118,932.00
Peterson, Jacob	Agriculture-Mtn Grv	\$27,456.00			\$494.00	\$27,950.00
Peterson, Rachel	WP Admissions	\$33,895.00			\$610.00	\$34,505.00
Petkovic, Vickie	WP Instruction	\$21,527.59	\$332.41		\$393.00	\$22,253.00
Petr, Jeffrey	Computer Services	\$52,838.00		\$750.00	\$965.00	\$54,553.00
Pettijohn, Catherine	English Lang Institute	\$30,812.00	\$555.00		\$565.00	\$31,932.00
Pettus, David	Coll of Arts & Letters	\$53,150.00			\$957.00	\$54,107.00
Phillips, Heather	AHEC	\$34,848.00			\$627.00	\$35,475.00
Phillips, Raymond	Coll of Natl & App Sci	\$31,660.00		\$100.00	\$572.00	\$32,332.00
Pickering, Judith	COE-Ed Advisement	\$41,006.00			\$738.00	\$41,744.00



Piekarski, Margaret	College of Business	\$28,243.00		\$508.00	\$28,751.00
Piercy, Kevin	Computer Services	\$73,333.00	\$750.00	\$1,333.00	\$75,416.00
Pierpoint, Sophie	Development Office	\$55,825.00		\$1,005.00	\$56,830.00
Pinegar, Angela	Advancement Services	\$41,492.00	\$1,130.78	\$767.00	\$43,389.78
Pippenger, Ruby	Facilities Management	\$34,032.00		\$613.00	\$34,645.00
Plank, Angela	Biology	\$47,378.00	\$100.00	\$855.00	\$48,333.00
Plaster, Daniel	Safety & Transportation	\$28,860.00	\$500.00	\$528.00	\$29,888.00
Plymire, Carol	Procurement Services	\$43,087.00		\$776.00	\$43,863.00
Poindexter, Teri	Publications	\$35,012.00		\$630.00	\$35,642.00
Polking, Amanda	Learning Diag Clinic	\$35,018.00		\$630.00	\$35,648.00
Polm, Michael	Fac Mgmt-Maint	\$43,296.00		\$779.00	\$44,075.00
Polyard, Brenda	WP Dir of Univ Comm	\$54,767.00		\$986.00	\$55,753.00
Ponder, Sheila	Library	\$34,302.00	\$78.06	\$619.00	\$34,999.06
Porter, Joshua	College of Business	\$37,555.00		\$676.00	\$38,231.00
Potochnik, Robert	Computer Services	\$47,148.00		\$849.00	\$47,997.00
Powell, Robin	Computer Science	\$34,161.00	\$100.00	\$617.00	\$34,878.00
Pratt, Francine	Multicul Pgms Std Div	\$67,500.00		\$1,215.00	\$68,715.00
Pratt, Harold	Inst Equity & Compl	\$80,574.00		\$1,450.00	\$82,024.00
Presnell, Raymond	Bookstore	\$46,591.00		\$839.00	\$47,430.00
Prewitt, Betty	Res Life-Fac & Oper	\$21,397.00	\$500.00	\$394.00	\$22,291.00
Prewitt, Victor	Computer Services	\$38,895.00	\$750.00	\$714.00	\$40,359.00
Price, Melissa	College of Business	\$47,269.00		\$851.00	\$48,120.00
Prince, Munir	Athletics-Football-Men	\$40,000.00		\$720.00	\$40,720.00
Proctor, Janene	Research Admin	\$41,396.00		\$745.00	\$42,141.00
Pruitt, Lindsey	Taylor Health Center	\$25,666.00		\$462.00	\$26,128.00
Prussia, Celeste	Bull Shoals Field Station	\$30,181.00	\$100.00	\$545.00	\$30,826.00
Puckett, Erica	WP Admissions	\$26,058.00		\$469.00	\$26,527.00
Pulliam, Matthew	Fac Mgmt-Maint	\$30,533.00		\$550.00	\$31,083.00
Pyle, Connie	Taylor Health Center	\$59,126.00		\$1,064.00	\$60,190.00
Quinn, Justin	Res Life-Fac & Oper	\$43,296.00		\$779.00	\$44,075.00
Racer, Dana	WP Registration & Rec	\$31,576.00		\$568.00	\$32,144.00
Rader, John	Missouri State Online	\$81,770.00		\$1,472.00	\$83,242.00
Radier, George	College of Business	\$31,973.00		\$576.00	\$32,549.00
Ragsdale, Chansouk	Library	\$37,384.00	\$86.84	\$674.00	\$38,144.84
Raines, Ashley	VP Div & Inclusion	\$37,959.27	\$141.73	\$686.00	\$38,787.00
Raines, Daniel	Dr Mary Jo Wynn Ctr	\$49,228.00		\$886.00	\$50,114.00
Raines, Judy	Taylor Health Center	\$29,981.00		\$540.00	\$30,521.00
Rainwater, Douglas	Provost Office	\$60,117.00		\$1,082.00	\$61,199.00
Raleigh, Phillip	Graduate College	\$27,081.08		\$487.00	\$27,568.08
Rasnake, Christina	Athl Strength & Cond	\$40,000.00		\$720.00	\$40,720.00
Rawlings, Carol	Fac Mgmt-Custodial	\$20,934.00		\$377.00	\$21,311.00
Ray, Donna	Res Life-Fac & Oper	\$29,955.00		\$539.00	\$30,494.00
Redburn, Angela	WP Physical Plant	\$24,788.00		\$446.00	\$25,234.00
Reddick, Lindsey	Residence Life Housing	\$37,500.00		\$675.00	\$38,175.00
Reed, Jerilyn	Taylor Health Center	\$44,235.00		\$796.00	\$45,031.00
Reed, Jimmie	WP Physical Plant	\$28,545.00		\$514.00	\$29,059.00
Reed, Ryan	Multicultural Services	\$40,000.00		\$720.00	\$40,720.00
Reed, Tamara	Int Audit And Compl	\$66,320.00	\$192.93	\$1,197.00	\$67,709.93
Rees, Christopher	Computer Services	\$62,885.00		\$1,132.00	\$64,017.00
Reeves, Stacie	Woods House	\$18,872.00		\$340.00	\$19,212.00
Reichling, Susanna	Library	\$31,066.00	\$122.14	\$561.00	\$31,749.14

Reid, Helen	Coll of Hlth & Hum Svcs	\$143,907.00		\$2,590.00	\$146,497.00
Reimer, Anthony	Fac Mgmt-Maint	\$34,224.00		\$616.00	\$34,840.00
Reinert, John	COE-Ed Field Exp	\$26,400.00		\$475.00	\$26,875.00
Reynolds, Kristie	CASL	\$32,000.00		\$576.00	\$32,576.00
Rhea, Jason	Fac Mgmt-Grounds	\$37,570.00	\$500.00	\$685.00	\$38,755.00
Rhodes, Joy	Safety & Transportation	\$25,646.40		\$462.00	\$26,108.40
Rhodes, Norman	Plast Std Union Admin	\$26,000.00		\$468.00	\$26,468.00
Ribas, Denise	Fac Mgmt-Custodial	\$38,771.00		\$698.00	\$39,469.00
Rice, Stacy	Fac Ctr Teach & Learn	\$50,981.00		\$918.00	\$51,899.00
Richards, Byron	Fac Mgmt-Maint	\$33,208.00	\$500.00	\$607.00	\$34,315.00
Richardson, Timothy	Hammons House	\$20,291.00		\$365.00	\$20,656.00
Rios, Laura	Physics Astro & Mat Sci	\$28,624.00	\$200.00	\$519.00	\$29,343.00
Roberts, Galen	Res Life-Fac & Oper	\$30,431.00		\$548.00	\$30,979.00
Robertson, Jessica	College of Education	\$31,274.00		\$565.00	\$31,932.00
Robinette, Stephen	International Programs	\$99,787.00		\$1,796.00	\$101,583.00
Robinson, Jasmine	Residence Life Housing	\$24,129.00		\$434.00	\$24,563.00
Robinson, LeTeya	Financial Services	\$36,540.00		\$658.00	\$37,198.00
Robinson, Sally	WP Dir of Univ Comm	\$24,758.00	\$446.00	\$454.00	\$25,658.00
Robison, Holly	Psychology	\$32,451.00		\$584.00	\$33,035.00
Robison, Jane	English Lang Institute	\$66,680.00		\$1,200.00	\$67,880.00
Rockney, Andrea	SW Reg Prof Dev Center	\$45,675.00	\$600.00	\$833.00	\$47,108.00
Rockwell, Rae Ann	Art & Design	\$26,214.00		\$472.00	\$26,686.00
Rodgers, David	Res Life-Fac & Oper	\$30,533.00	\$500.00	\$559.00	\$31,592.00
Rogers, Katy	Fac Mgmt-Custodial	\$23,198.00		\$418.00	\$23,616.00
Rogers, Michael	Computer Services	\$29,762.00		\$536.00	\$30,298.00
Rohlman, Joseph	Safety & Transportation	\$40,002.00		\$720.00	\$40,722.00
Roland, Alan	Outrch Tech & Equip	\$52,889.00		\$952.00	\$53,841.00
Rongali, Sharath	WP Instruction	\$36,355.00		\$654.00	\$37,009.00
Roop, Kristin	Admissions	\$31,210.00		\$562.00	\$31,772.00
Rose, Michelle	Publications	\$35,155.00		\$633.00	\$35,788.00
Ross, Jaime	Missouri State Outreach	\$37,928.00		\$683.00	\$38,611.00
Rossmann, Vicki	Management	\$30,092.00		\$542.00	\$30,634.00
Rowland, Daniel	I Courses	\$41,434.00		\$746.00	\$42,180.00
Rowland, Terry	Planning, Des & Constr	\$69,365.00		\$1,249.00	\$70,614.00
Rude, Brian	Copy This	\$25,096.00		\$452.00	\$25,548.00
Ruff-Hensley, Sheryl	Marketing	\$33,661.00		\$606.00	\$34,267.00
Rund, Janice	Coll of Hlth & Hum Svcs	\$29,093.00		\$524.00	\$29,617.00
Russell, Kristy	Kinesiology	\$28,352.00		\$510.00	\$28,862.00
Russell, Terry	Bursars Office	\$29,207.00		\$526.00	\$29,733.00
Ruzicka, Francis	Fac Mgmt-Maint	\$47,414.00	\$500.00	\$862.00	\$48,776.00
Ryan, Ashley	Study Away	\$36,500.00	\$450.00	\$665.00	\$37,615.00
Ryburn, Karen	WP Dean Acad Affairs	\$43,704.00		\$787.00	\$44,491.00
Saitta, Alicia	Admissions	\$35,688.00		\$642.00	\$36,330.00
Sallee, Neal	Fac Mgmt-Custodial	\$31,245.00		\$562.00	\$31,807.00
Sampson, Douglas	Planning, Des & Constr	\$92,439.00		\$1,664.00	\$94,103.00
Sampson, Loretta	Computer Services	\$64,539.00		\$1,162.00	\$65,701.00
Sandefur, Diane	Speech Lang Hearing Cl	\$28,229.00		\$508.00	\$28,737.00
Sanders, Jason	Safety & Transportation	\$26,531.00		\$478.00	\$27,009.00
Santos, Theodore	Fac Mgmt-Custodial	\$20,934.00		\$377.00	\$21,311.00
Sapp, John	Fac Mgmt-Maint	\$32,947.00	\$105.00	\$595.00	\$33,647.00
Sardeson, Jorel	Safety & Transportation	\$26,531.00		\$478.00	\$27,009.00

Sartin, Carl	Outrch Tech & Equip	\$36,876.00		\$664.00	\$37,540.00
Sawchak, Stephen	Athl Medical & Rehab	\$45,827.00		\$825.00	\$46,652.00
Scarlet, Freda	WP Library	\$40,362.00		\$727.00	\$41,089.00
Schanda, Jordan	Environ Health & Safety	\$30,812.00	\$555.00	\$565.00	\$31,932.00
Schehrer, Devin	Residence Life Housing	\$49,783.00		\$250.00	\$50,934.00
Scheve, Jesse	Photo Services	\$32,480.00		\$650.23	\$33,726.23
Schilla, Travis	Residence Life Housing	\$40,600.00		\$731.00	\$41,331.00
Schiller, Megan	Institutional Research	\$38,895.00		\$500.00	\$40,104.00
Schlinder, Kelly	Foreign Language Inst	\$35,000.00		\$630.00	\$35,630.00
Schmedeke, Jeffrey	Management Dev Inst	\$52,983.00		\$954.00	\$53,937.00
Schmidt, Karl	Development Office	\$55,000.00		\$990.00	\$55,990.00
Schneider, Scott	WP Business Office	\$74,906.00		\$1,348.00	\$76,254.00
Schoneboom, Charles	Fac Mgmt-Grounds	\$22,065.00		\$397.00	\$22,462.00
Schrader, Bonnie	Research Admin	\$30,079.00		\$541.00	\$30,620.00
Schuldt, Amy	Publications	\$42,796.00		\$320.00	\$43,892.00
Schuldt, Richard	I Courses	\$48,220.00		\$868.00	\$49,088.00
Schull, Cynthia	Financial Services	\$71,050.00		\$1,279.00	\$72,329.00
Schulte, Catherine	Athl Medical & Rehab	\$37,471.00		\$674.00	\$38,145.00
Schweiger, Jamie	Advisement Center	\$33,130.00		\$200.00	\$33,930.00
Scott, Karen	Financial Aid	\$28,243.00		\$508.00	\$28,751.00
Scott, Michael	Athletics-Track-Women	\$32,934.00		\$593.00	\$33,527.00
Scott, Robert	Taylor Health Center	\$132,845.00		\$2,391.00	\$135,236.00
Seale, Joyce	Financial Aid	\$34,719.00		\$625.00	\$35,344.00
Seaman, Robert	Fac Mgmt-Custodial	\$36,351.00		\$654.00	\$37,005.00
Searles, Lisa	International Services	\$36,254.00		\$653.00	\$36,907.00
Secca, Phillip	Outreach Pub & Market	\$36,200.00		\$652.00	\$36,852.00
Seever, Natalie	Registrar	\$51,000.00		\$918.00	\$51,918.00
Seibel, Craig	Plast Std Union Admin	\$19,988.42	\$166.58	\$500.00	\$21,027.00
Seidel, Cody	Athl-Basketball-Men	\$27,079.00		\$487.00	\$27,566.00
Self, William	Facilities Management	\$35,366.00		\$500.00	\$36,512.00
Sellers, Marie	Physical Therapy Clinic	\$31,095.00		\$560.00	\$31,655.00
Sellers, Todd	Fac Mgmt-Custodial	\$33,497.00		\$603.00	\$34,100.00
Sevart, Jeanne	English Lang Institute	\$36,236.00		\$652.00	\$36,888.00
Severson, Jennifer	Financial Services	\$69,572.00		\$1,252.00	\$70,824.00
Shadrick, Megan	Disability Res Center	\$42,723.00		\$769.00	\$43,492.00
Shaffer, Patricia	Fac Mgmt-Custodial	\$20,934.00		\$377.00	\$21,311.00
Sharp, Keith	Res Life-Fac & Oper	\$36,314.00		\$654.00	\$36,968.00
Sharum, Stephen	Postal Services	\$30,581.00		\$550.00	\$31,131.00
Shaw, Margaret	VP Marketing & Comm	\$135,000.00		\$2,430.00	\$137,430.00
Shepherd, John	Bookstore	\$32,094.00		\$900.00	\$33,588.00
Shikles, Craig	Res Life-Fac & Oper	\$36,499.00		\$657.00	\$37,156.00
Shiple, Teresa	WP Dean Acad Affairs	\$36,298.00		\$653.00	\$36,951.00
Shirley, Deborah	College of Business	\$34,942.00		\$629.00	\$35,571.00
Shively, Eric	Coll of Hlth & Hum Svcs	\$40,931.00		\$999.00	\$42,685.00
Shoemaker, Amber	Fac Mgmt-Custodial	\$20,734.00		\$373.00	\$21,107.00
Sikes, Scott	Res Life-Fac & Oper	\$25,388.00		\$457.00	\$25,845.00
Sikonski, John	Computer Services	\$49,651.00		\$750.00	\$51,308.00
Sillyman, Wanda	Postal Services	\$39,850.00		\$717.00	\$40,567.00
Silva-Galicia, Flor	Missouri State Online	\$23,649.60		\$426.00	\$24,075.60
Silvey, Jessica	Stu Dev & Public Affairs	\$35,516.00		\$639.00	\$36,155.00
Simons, Vicki	Counseling Center	\$27,105.00		\$488.00	\$27,593.00

Simpson, Donald	Enrollment Mgt & Svcs	\$111,982.00			\$2,016.00	\$113,998.00
Singleton, Dorothy	Residence Life Housing	\$31,525.00			\$567.00	\$32,092.00
Sisco, Richard	Computer Services	\$51,390.00	\$152.00	\$750.00	\$941.00	\$53,233.00
Siscoe, Denita	VP Student Affairs	\$152,250.00			\$2,740.50	\$154,990.50
Sissel, Justin	Agriculture	\$35,633.00		\$100.00	\$643.00	\$36,376.00
Skalicky, Michele	Ksmu	\$35,966.00		\$625.00	\$659.00	\$37,250.00
Skeeters, Priscilla	Bookstore	\$46,465.00			\$836.00	\$47,301.00
Skinner, Sophia	WP Library	\$35,357.00			\$636.00	\$35,993.00
Slane, William	OPT	\$41,434.00			\$746.00	\$42,180.00
Slater, Lori	SW Reg Prof Dev Center	\$45,675.00		\$600.00	\$833.00	\$47,108.00
Slavens, Robert	Fac Mgmt-Custodial	\$19,799.00	\$356.00		\$363.00	\$20,518.00
Sliger, Ashley	Planning, Des & Constr	\$32,000.00			\$576.00	\$32,576.00
Sligh, Matthew	Athl-Basketball-Men	\$70,000.00			\$1,260.00	\$71,260.00
Smith, Allison	Residence Life Housing	\$40,000.00			\$720.00	\$40,720.00
Smith, Andrew	Facilities Management	\$41,323.00	\$122.00		\$746.00	\$42,191.00
Smith, Anthony	OPT	\$24,002.00			\$432.00	\$24,434.00
Smith, Deanna	Missouri State Outreach	\$33,700.00		\$600.00	\$617.00	\$34,917.00
Smith, Janis	Facilities Management	\$27,883.00		\$500.00	\$511.00	\$28,894.00
Smith, Karen	Coll of Arts & Letters	\$30,341.00			\$546.00	\$30,887.00
Smith, Tanya	Procurement Services	\$40,000.00		\$253.05	\$725.00	\$40,978.05
Smith, William	Fac Mgmt-Custodial	\$25,448.00			\$458.00	\$25,906.00
Snider, Janet	Human Resources	\$34,924.00			\$629.00	\$35,553.00
Snider, Stephen	Computer Services	\$67,439.00		\$750.00	\$1,227.00	\$69,416.00
Snider, William	Fac Mgmt-Maint	\$38,480.00			\$693.00	\$39,173.00
Spalding, Roger	Computer Services	\$59,094.00		\$750.00	\$1,077.00	\$60,921.00
Sparks, Andrew	Computer Services	\$40,931.00		\$750.00	\$750.00	\$42,431.00
Spaulding, Cynthia	Financial Aid	\$31,300.00	\$67.00	\$1,000.00	\$583.00	\$32,950.00
Speer, Jason	College of Business	\$40,931.00			\$737.00	\$41,668.00
Speer, Robert	Jordan Valley Innov Ctr	\$49,048.00			\$883.00	\$49,931.00
Spencer, William	Computer Services	\$72,471.00		\$750.00	\$1,318.00	\$74,539.00
Spilken, Ryan	Computer Services	\$40,212.00	\$119.00		\$726.00	\$41,057.00
Spinabella, Julie	Admissions	\$34,003.00		\$1,350.00	\$636.00	\$35,989.00
Spitzer, Chris	Fac Mgmt-Custodial	\$19,799.00	\$356.00		\$363.00	\$20,518.00
Stacey, Samantha	Fac Mgmt-Custodial	\$20,934.00			\$377.00	\$21,311.00
Stadler, Craig	Jordan Valley Innov Ctr	\$43,439.00			\$782.00	\$44,221.00
Stadler, Denise	Wells House	\$27,785.00			\$500.00	\$28,285.00
Staeger, Roy	Safety & Transportation	\$30,533.00		\$500.00	\$559.00	\$31,592.00
Staeger-Wilson, Katheryne	Disability Res Center	\$55,209.00			\$994.00	\$56,203.00
Stafford, Gary	Career Center	\$41,032.00			\$739.00	\$41,771.00
Stafford, Neal	Athletics-Golf-Men	\$31,044.00			\$559.00	\$31,603.00
Stagner, Kimberly	College of Business	\$36,183.00			\$651.00	\$36,834.00
Stagner, Thomas	Campus Recreation	\$33,792.00			\$608.00	\$34,400.00
Stanley, Marianne	Computer Services	\$54,380.00			\$979.00	\$55,359.00
Stansbury, Sandra	Res Life-Fac & Oper	\$19,799.00	\$356.00	\$500.00	\$372.00	\$21,027.00
Stanton, Dawn	Scholars House	\$17,804.00			\$320.00	\$18,124.00
Stanton, Shannon	Juanita K Hammons Hall	\$35,270.00			\$635.00	\$35,905.00
Stanton, Tammy	Music	\$25,814.00			\$465.00	\$26,279.00
Steckel, Dave	Athletics-Football-Men	\$270,000.00			\$4,860.00	\$274,860.00
Steele, Lori	Dual Credit	\$25,413.72		\$1,000.00	\$475.00	\$26,888.72
Steele, Teresa	College of Education	\$43,500.00			\$783.00	\$44,283.00
Steele, William	Property Control	\$29,538.00			\$532.00	\$30,070.00

Stefka, Joyce	Library	\$34,564.00	\$90.37	\$624.00	\$35,278.37
Steinman, Christina	Financial Services	\$36,000.00	\$260.60	\$653.00	\$36,913.60
Steinshouer, Linda	Social Work	\$26,554.00		\$478.00	\$27,032.00
Stephens, Jill	WP Info Tech Services	\$46,154.00		\$831.00	\$46,985.00
Stephens, Linda	Human Resources	\$57,180.00		\$1,029.00	\$58,209.00
Stevens, Carol	Financial Aid	\$30,030.00		\$541.00	\$30,571.00
Stevens, Jeffrey	Safety & Transportation	\$26,531.00		\$478.00	\$27,009.00
Stevens, Kevin	Registrar	\$42,000.00		\$756.00	\$42,756.00
Stevens, Linda	Taylor Health Center	\$35,766.00		\$644.00	\$36,410.00
Stewart, Brenda	Inst Equity & Compl	\$29,932.00		\$539.00	\$30,471.00
Stewart, Gary	Residence Life Housing	\$84,057.00		\$1,513.00	\$85,570.00
Stewart, Joseph	Ksmu	\$37,016.00		\$666.00	\$37,682.00
Stewart, Marjorie	Career Center	\$41,096.00		\$740.00	\$41,836.00
Stewart, Misty	Graduate College	\$33,265.00	\$134.00	\$601.00	\$34,000.00
Stiles, Jackie	Athl-Basketball-Women	\$77,359.00		\$1,392.00	\$78,751.00
Stipp, Timothy	Coll of Hum & Pub Aff	\$43,500.00		\$783.00	\$44,283.00
Stock, Carla	Bursars Office	\$28,243.00	\$155.63	\$511.00	\$28,909.63
Stogsdill, Kelsey	Safety & Transportation	\$26,531.00		\$478.00	\$27,009.00
Stokes, Melissa	Athl-Volleyball-Women	\$98,383.00		\$1,771.00	\$100,154.00
Stonecipher, Alyssa	Admissions	\$29,682.00		\$534.00	\$30,216.00
Stopczynski, Stacey	Computer Services	\$32,916.00		\$592.00	\$33,508.00
Stout, Randy	Agriculture-Mtn Grv	\$28,872.00	\$100.00	\$521.00	\$29,493.00
Stovall, Richard	Human Resources	\$38,895.00	\$500.00	\$709.00	\$40,104.00
Stranghoener, Michael	Fac Mgmt-Custodial	\$26,626.00		\$479.00	\$27,105.00
Street, Lori	Ksmu	\$29,608.00		\$533.00	\$30,141.00
Strider, Angela	Residence Life Housing	\$44,660.00		\$804.00	\$45,464.00
Strong, Elizabeth	Study Away	\$55,127.00		\$992.00	\$56,119.00
Strong, Joe	Outrch Tech & Equip	\$48,261.00		\$869.00	\$49,130.00
Strope, Kimberly	Registrar	\$37,000.00		\$666.00	\$37,666.00
Stubbs, Ronnie	Fac Mgmt-Custodial	\$20,576.00		\$370.00	\$20,946.00
Stuppy, Joshua	Computer Services	\$67,161.00	\$750.00	\$1,222.00	\$69,133.00
Sullivan, Jennifer	Athl-Basketball-Women	\$82,215.00		\$1,480.00	\$83,695.00
Sullivan, John	Music	\$25,309.00		\$456.00	\$25,765.00
Sullivan, Maxine	Music	\$29,005.00		\$522.00	\$29,527.00
Surface, Janet	WP Allied Health Div	\$31,121.00		\$560.00	\$31,681.00
Sutton, Tami	VP Res & Economic Dev	\$51,653.00	\$500.00	\$939.00	\$53,092.00
Swearingen, Andrew	Computer Services	\$41,434.00		\$746.00	\$42,180.00
Swift, Donald	Fac Mgmt-Maint	\$46,465.00		\$836.00	\$47,301.00
Swigert, Dwayne	Library	\$37,300.00	\$109.41	\$673.00	\$38,082.41
Swindell, Lori	Financial Services	\$37,271.00		\$671.00	\$37,942.00
Switzer, Jeffrey	Fac Mgmt-Maint	\$40,118.00		\$722.00	\$40,840.00
Syler, Christopher	Fac Mgmt-Custodial	\$24,616.00	\$500.00	\$452.00	\$25,568.00
Syler, Melody	Fac Mgmt-Custodial	\$20,934.00		\$377.00	\$21,311.00
Talley, Jonathan	Adult Student Services	\$52,800.00		\$950.00	\$53,750.00
Tate, Pamela	WP Dean Acad Affairs	\$36,116.00		\$650.00	\$36,766.00
Taylor, Eric	Fac Ctr Teach & Learn	\$30,812.00	\$555.00	\$565.00	\$31,932.00
Taylor, Lisa	General Counsel	\$44,895.00		\$808.00	\$45,703.00
Taylor, Rogers	WP Student Life	\$34,588.00		\$623.00	\$35,211.00
Teague, Kristy	Chemistry	\$23,386.00	\$200.00	\$425.00	\$24,011.00
Templeton, Kelly	Theatre & Dance	\$49,692.00		\$894.00	\$50,586.00
Templeton, Martha	Mathematics	\$30,807.00	\$100.00	\$556.00	\$31,463.00

Terry, Jane	Religious Studies	\$29,705.00		\$200.00	\$538.00	\$30,443.00
Thanomsing, Chulapol	WP Dean Acad Affairs	\$45,005.00			\$810.00	\$45,815.00
Tharp, Billy	Safety & Transportation	\$28,133.00		\$500.00	\$515.00	\$29,148.00
Theissen, Ryan	Fac Mgmt-Grounds	\$21,492.00			\$387.00	\$21,879.00
Thieman, Cynthia	Child Ed & Fam Studies	\$35,155.00			\$633.00	\$35,788.00
Thimesch, Dianna	History	\$29,127.00			\$524.00	\$29,651.00
Thoenen, Seth	Hutchens House	\$46,690.00		\$250.00	\$845.00	\$47,785.00
Thomas, Davey	Fac Mgmt-Custodial	\$31,020.00			\$558.00	\$31,578.00
Thomas, Joshua	Safety & Transportation	\$26,531.00		\$500.00	\$487.00	\$27,518.00
Thomas, Kent	International Programs	\$96,425.00			\$1,736.00	\$98,161.00
Thompson, Dian	Juanita K Hammons Hall	\$36,736.00			\$661.00	\$37,397.00
Thompson, Dustin	Ctr For Arch Research	\$32,468.00			\$584.00	\$33,052.00
Thompson, Mark	Res Life-Fac & Oper	\$35,165.00			\$633.00	\$35,798.00
Thompson, Nancy	Computer Info Systems	\$26,058.00			\$469.00	\$26,527.00
Thompson, Nathan	Athletics-Baseball-Men	\$50,000.00		\$1,509.30	\$927.00	\$52,436.30
Thurman, Robert	Fac Mgmt-Custodial	\$23,002.00			\$414.00	\$23,416.00
Tibbs, Bart	Admissions	\$49,195.00			\$886.00	\$50,081.00
Tinney, Robert	College of Education	\$47,148.00			\$849.00	\$47,997.00
Tippin, Deborah	Computer Services	\$52,838.00			\$951.00	\$53,789.00
Titus, Christy	Soc & Anthropology	\$18,631.00		\$200.00	\$339.00	\$19,170.00
Tolleson, Melissa	Missouri State Outreach	\$22,243.00			\$400.00	\$22,643.00
Totten, Linda	Fac Mgmt-Custodial	\$33,929.00			\$611.00	\$34,540.00
Totty, Angela	WP Student Services	\$84,000.00	\$28.00		\$1,513.00	\$85,541.00
Townsend, Steven	Printing Services	\$30,527.00			\$549.00	\$31,076.00
Travis, Brooks	Coll of Arts & Letters	\$41,434.00			\$746.00	\$42,180.00
Treese, Joe	Fac Mgmt-Maint	\$35,025.00			\$630.00	\$35,655.00
Trewatha-Bach, Stacey	Public Affairs	\$31,465.00		\$550.00	\$576.00	\$32,591.00
Trotter, Alisa	College of Business	\$42,637.00			\$767.00	\$43,404.00
Tung, Katelyn	Child Development Ctr	\$19,799.00	\$356.00		\$363.00	\$20,518.00
Turek, Stephanie	Computer Services	\$52,838.00			\$951.00	\$53,789.00
Turk, Scott	Computer Services	\$52,838.00			\$951.00	\$53,789.00
Turner, Pamela	Agriculture-Mtn Grv	\$36,298.00		\$100.00	\$655.00	\$37,053.00
Turner, Steve	Res Life-Fac & Oper	\$21,397.00		\$500.00	\$394.00	\$22,291.00
Turner, Steven	Agriculture-Mtn Grv	\$30,533.00		\$100.00	\$551.00	\$31,184.00
Turner, Susan	WP Dir of Development	\$39,341.00			\$708.00	\$40,049.00
Turner, Valerie	Career Center	\$41,080.00			\$739.00	\$41,819.00
Uffmann, Richard	Taylor Health Center	\$52,712.00			\$949.00	\$53,661.00
Underhill, Nancy	Fac Mgmt-Grounds	\$27,604.00			\$497.00	\$28,101.00
Underlin, Nancy	Economics	\$30,387.00			\$547.00	\$30,934.00
Underwood, Judy	Fac Mgmt-Custodial	\$20,734.00			\$373.00	\$21,107.00
Underwood, Stacey	Fac Mgmt-Custodial	\$24,441.00			\$440.00	\$24,881.00
Underwood, Tabitha	Mo Campus Compact	\$52,780.00			\$950.00	\$53,730.00
Usukumah, Ime	Planning, Des & Constr	\$40,600.00			\$731.00	\$41,331.00
Van Der Merwe, Sydney	Athletics-Field Hockey	\$29,982.00			\$540.00	\$30,522.00
Van Huis, Robin	Blair-Shannon House	\$18,154.00			\$327.00	\$18,481.00
Van Riessen, Chad	WP Athletics-Men	\$34,086.00			\$614.00	\$34,700.00
Van Someren, Thomas	Computer Services	\$61,692.00			\$1,110.00	\$62,802.00
Vasquez, Yeni	SW Reg Prof Dev Center	\$32,590.00		\$393.58	\$594.00	\$33,577.58
Vassar, Travis	Computer Services	\$39,618.00	\$713.00		\$726.00	\$41,057.00
Vaughan, David	Environ Health & Safety	\$72,607.00			\$1,307.00	\$73,914.00
Vaughan, Lori	Hammons House	\$21,215.59			\$382.00	\$21,597.59

Vaught, Linda	Physician Asst Studies	\$43,818.00		\$789.00	\$44,607.00
Veach, Susan	Facilities Management	\$26,379.00		\$475.00	\$26,854.00
Verduzco, Mario	Athletics-Football-Men	\$100,000.00		\$1,800.00	\$101,800.00
Viau, Robroy	Planning, Des & Constr	\$42,768.00	\$500.00	\$779.00	\$44,047.00
Viets, Paul	Fac Mgmt-Maint	\$36,902.00		\$664.00	\$37,566.00
Wade, Lori	Kinesiology	\$25,609.00		\$461.00	\$26,070.00
Walker, Clara	Taylor Health Center	\$28,952.00		\$521.00	\$29,473.00
Walker, Grady	Res Life-Fac & Oper	\$27,654.00		\$498.00	\$28,152.00
Walker, Jennifer	WP Financial Aid	\$32,320.00		\$582.00	\$32,902.00
Walker, William	WP Athletics-Men	\$52,293.00		\$941.00	\$53,234.00
Wall, Earl	Safety & Transportation	\$38,115.00		\$686.00	\$38,801.00
Walsh, Briana	WP Athletics-Women	\$33,582.00		\$604.00	\$34,186.00
Walters, Bradley	Computer Services	\$52,838.00		\$951.00	\$53,789.00
Wantland, Carisma	Fac Mgmt-Custodial	\$20,934.00		\$377.00	\$21,311.00
Ward, Dennis	Res Life-Fac & Oper	\$31,316.00		\$564.00	\$31,880.00
Ward, Sandra	Fac Mgmt-Custodial	\$29,373.00		\$529.00	\$29,902.00
Wardell, Mary	Taylor Health Center	\$133,240.00		\$2,398.00	\$135,638.00
Warnow, Cynthia	PSU-Student Engage	\$30,688.00		\$552.00	\$31,240.00
Warren, Melissa	Missouri State Outreach	\$40,592.00		\$731.00	\$41,323.00
Waters, Brenda	Development Office	\$34,621.00		\$623.00	\$35,244.00
Waugh, Douglas	Ksmu	\$57,154.00		\$1,029.00	\$58,183.00
Weathermon, Danny	Intercollegiate Athletics	\$26,735.00		\$481.00	\$27,216.00
Webb, Joseph	Agriculture	\$24,167.00	\$100.00	\$437.00	\$24,704.00
Webb, Krista	WP Info Tech Services	\$41,434.00		\$746.00	\$42,180.00
Webb, Marion	Child Development Ctr	\$20,734.00		\$373.00	\$21,107.00
Webb, Michael	Fac Mgmt-Maint	\$41,931.00		\$755.00	\$42,686.00
Weber, Andrea	Dean Of Students	\$47,000.00	\$1,000.00	\$864.00	\$48,864.00
Weber, Donald	Plast Std Union Admin	\$35,155.00		\$633.00	\$35,788.00
Weber, Mallory	Intercollegiate Athletics	\$35,525.00		\$639.00	\$36,164.00
Webster, Lauren	Planning, Des & Constr	\$49,582.00	\$500.00	\$901.00	\$50,983.00
Welch, Granvill	Res Life-Fac & Oper	\$21,465.00	\$500.00	\$395.00	\$22,360.00
Welch, Jacob	Safety & Transportation	\$33,863.00	\$500.00	\$619.00	\$34,982.00
Welch, James	Admissions	\$39,676.00		\$714.00	\$40,390.00
Welch, Laura	Kentwood Hall	\$32,988.00	\$500.00	\$603.00	\$34,091.00
Wells, Gary	Fac Mgmt-Maint	\$41,615.00		\$749.00	\$42,364.00
Wendel-Stevenson, Courtney	Web And New Media	\$33,130.00		\$596.00	\$33,726.00
West, Tracy	Safety & Transportation	\$26,531.00		\$478.00	\$27,009.00
Weter, Jennifer	Taylor Health Center	\$38,210.00		\$688.00	\$38,898.00
Wheeler, Jack	Juanita K Hammons Hall	\$37,143.00		\$669.00	\$37,812.00
Wheelis, Lori	Fac Mgmt-Custodial	\$20,734.00		\$373.00	\$21,107.00
Whisenant, Brenda	Computer Services	\$44,662.00		\$804.00	\$45,466.00
White, Donald	OPT	\$53,319.00		\$960.00	\$54,279.00
White, John	WP Stdt Advis & Acad S	\$30,825.00		\$555.00	\$31,380.00
White, Kevin	Photo Services	\$39,334.00		\$708.00	\$40,042.00
White, Victoria	Financial Aid	\$31,300.00	\$67.00	\$565.00	\$31,932.00
Whitten, Lori	Residence Life Housing	\$27,117.00		\$488.00	\$27,605.00
Whittington, Jessica	Financial Services	\$27,039.48	\$347.29	\$493.00	\$27,879.77
Whittington, Kirk	Res Life-Fac & Oper	\$28,736.00		\$517.00	\$29,253.00
Wicks, Janet	Bookstore	\$34,154.00	\$500.00	\$624.00	\$35,278.00
Wiedemann, Paula	WP Athletics-Women	\$52,293.00		\$941.00	\$53,234.00
Wienberg, Darren	Advisement Center	\$52,823.00		\$951.00	\$53,774.00

Wiggins, Jill	Career Center	\$70,000.00		\$1,260.00	\$71,260.00
Wilburn, Nicole	Residence Life Housing	\$47,000.00		\$846.00	\$47,846.00
Wiley, Tammy	Ksmu	\$107,367.00		\$1,933.00	\$109,300.00
Wilhelm, Paula	Human Resources	\$59,171.00		\$1,065.00	\$60,236.00
Willde, Karen	Safety & Transportation	\$22,525.00		\$405.00	\$22,930.00
Williams, Deborah	Library	\$28,777.00	\$111.88	\$520.00	\$29,408.88
Williams, Dixie	Admissions	\$45,000.00		\$810.00	\$45,810.00
Williams, Julia	Theatre & Dance	\$26,551.00		\$478.00	\$27,029.00
Williams, Kenneth	Jordan Valley Innov Ctr	\$39,730.00		\$715.00	\$40,445.00
Wills, C	Procurement Services	\$75,771.00		\$1,364.00	\$77,135.00
Willson, Douglas	Bursars Office	\$68,384.00		\$1,231.00	\$69,615.00
Wilson, Brenda	Res Life-Fac & Oper	\$24,758.00	\$500.00	\$455.00	\$25,713.00
Wilson, Kevin	Counseling Center	\$29,088.00	\$400.00	\$531.00	\$30,019.00
Wilson, Lance	Safety & Transportation	\$25,609.00		\$461.00	\$26,070.00
Wilson, Laurie	Coll of Hum & Pub Aff	\$32,555.00	\$304.78	\$591.00	\$33,450.78
Wilson, Ryan	Computer Services	\$40,530.00		\$730.00	\$41,260.00
Wilson, TaJuan	TRIO	\$60,290.72		\$1,085.00	\$61,375.72
Winborne, Joshua	English Lang Institute	\$25,807.00		\$465.00	\$26,272.00
Wingo, Hannah	Ksmu	\$36,975.00		\$666.00	\$37,641.00
Winkeler, Gregory	Computer Services	\$39,618.00	\$713.00	\$726.00	\$41,057.00
Winkler, Danny	College of Business	\$57,635.00		\$1,037.00	\$58,672.00
Winslow, Jim	Admissions	\$34,510.00		\$621.00	\$35,131.00
Wise, Brittany	Psychology	\$33,000.00		\$594.00	\$33,594.00
Wittorff-Sandgren, Dorothy	Ctr Res Planning & Mgt	\$36,181.00	\$100.00	\$653.00	\$36,934.00
Wolf, Candice	Alumni Relations	\$40,600.00		\$731.00	\$41,331.00
Wolf, Donald	Res Life-Fac & Oper	\$30,533.00	\$500.00	\$559.00	\$31,592.00
Wollard, Rick	Res Life-Fac & Oper	\$24,607.00		\$443.00	\$25,050.00
Wood, Mary	Public Affairs	\$49,391.00		\$889.00	\$50,280.00
Wood, Michael	First Year Programs	\$48,799.00		\$878.00	\$49,677.00
Woolsey, Mark	Assessment	\$41,000.00		\$738.00	\$41,738.00
Wray, Melinda	Taylor Health Center	\$35,766.00		\$644.00	\$36,410.00
Wright, Amy	Child Development Ctr	\$19,799.00	\$356.00	\$363.00	\$20,518.00
Wright, James	Kinesiology	\$28,177.00		\$507.00	\$28,684.00
Wright, Jeremy	Financial Aid	\$25,871.51	\$300.00	\$471.00	\$26,642.51
Wright, Julie	VP University Advmt	\$36,146.00		\$651.00	\$36,797.00
Wright, Thomas	Res Life-Fac & Oper	\$31,986.00		\$576.00	\$32,562.00
Wrinkle, Cheryl	SW Reg Prof Dev Center	\$45,675.00	\$600.00	\$833.00	\$47,108.00
Wu, Shuo-Sheng	Geog Geology & Plan	\$45,841.00	\$100.00	\$827.00	\$46,768.00
Wynn, Gerald	OPT	\$49,297.00		\$887.00	\$50,184.00
Wynn, Jannette	Fac Mgmt-Custodial	\$19,799.00	\$356.00	\$363.00	\$20,518.00
Yates, Jonna	Safety & Transportation	\$24,758.00	\$446.00	\$454.00	\$25,658.00
Yates, Kyle	Intercollegiate Athletics	\$54,284.00		\$977.00	\$55,261.00
Yeap, Emily	CASL	\$32,000.00		\$576.00	\$32,576.00
Yin, Hongjun	Library	\$29,721.00	\$114.67	\$537.00	\$30,372.67
Yoder, Larry	Res Life-Fac & Oper	\$19,799.00	\$356.00	\$363.00	\$20,518.00
Yokeley, Marcus	Athletics-Football-Men	\$85,000.00		\$1,530.00	\$86,530.00
Yost, Nikki	Missouri State Outreach	\$20,825.00		\$375.00	\$21,200.00
Young Smith, Kelsie	Development Office	\$35,000.00		\$630.00	\$35,630.00
Young, Angela	Assessment	\$41,000.00		\$738.00	\$41,738.00
Young, Crystal	English Lang Institute	\$38,000.00		\$684.00	\$38,684.00
Young, Darren	International Programs	\$41,702.00		\$751.00	\$42,453.00



Yurchak, David	Procurement Services	\$56,366.00		\$1,015.00	\$57,381.00
Zay-Russell, Vickie	Safety & Transportation	\$26,056.00		\$469.00	\$26,525.00
Zhang, Peng	VP Res & Economic Dev	\$36,236.00	\$1,000.00	\$670.00	\$37,906.00
Zhou, Xiaomin	Financial Services	\$36,383.00	\$515.23	\$664.00	\$37,562.23
Ziegler, Carol	Registrar	\$34,000.00		\$612.00	\$34,612.00
Zordell-Reed, Marina	Research Admin	\$54,347.00		\$978.00	\$55,325.00

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

MISSOURI STATE UNIVERSITY

III.G.6.

BE IT RESOLVED by the Board of Governors for Missouri State University that the salary adjustments indicated for Nonacademic employees, as itemized below, are effective August 1, 2015

**Professional Staff**

<u>Name</u>	<u>Department</u>	<u>Current Salary</u>	<u>Adj to New Min</u>	<u>Discretionary</u>	<u>New Salary</u>	<u>Amount of Increase</u>
Dalton, Benjamin	Biology	\$29,000.00			\$522.00	\$29,522.00
Herring, Tara	Biology	\$30,240.00		\$100.00	\$546.00	\$30,886.00
Hopper, Tina-Maria	Biology	\$35,362.00		\$100.00	\$638.00	\$36,100.00
Jordan, Linda	English	\$32,094.00			\$578.00	\$32,672.00
Knowles, Amy	English	\$31,575.00			\$568.00	\$32,143.00
Langston, Lisa	Counseling Center	\$36,224.00			\$652.00	\$36,876.00
Murphy, Stephanie	Coop Engineering Prog	\$36,236.00		\$100.00	\$654.00	\$36,990.00
Stevens, Darcy	Music	\$41,958.00			\$755.00	\$42,713.00

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

IV.A.

**PRESIDENT'S REPORT**

President Clif Smart's report will include updates and comments on the following topics:

1. Welcome to West Plains
2. Next Meeting: July 30 Retreat
3. Review of President's Leadership Circle Event
4. Approval of Fiscal Year 2016 Internal Operating Budget
5. Preview of Updates on 2014-15 Board Discussion Topics (Faculty Research, Broadcast Services, Public Safety)

IV.A.4.

MISSOURI STATE UNIVERSITY

FINANCE NO.

Request for FY16 Internal Operating Budget

The following resolution was moved by \_\_\_\_\_

and seconded by \_\_\_\_\_.

BE IT RESOLVED by the Board of Governors for Missouri State University that the Internal Operating Budget for the year ending June 30, 2016, consisting of \$181,857,586 in budgeted operating revenues, \$93,521,738 in budgeted non-operating revenues, \$255,815,854 in budgeted expenses, \$(17,732,563) in budgeted transfers and \$736,614 in budgeted non-recurring allocations be adopted and administered through the following funds:

	<b>Budgeted Operating Revenues*</b>	<b>Budgeted Non- Operating Revenues</b>	<b>Budgeted Expenses</b>	<b>Budgeted Transfers</b>	<b>Increase (Decrease) in Net Position (including non- recurring allocations)</b>	<b>Non- recurring Allocations</b>	<b>Increase (Decrease) in Net Position (excluding non- recurring allocations)</b>
<b>Springfield Campus</b>							
Operating Fund	\$ 105,676,817	\$ 79,983,323	\$ 181,861,330	\$ (4,534,616)	\$ (735,806)	\$ 736,614	\$ 808
Total Designated Funds	17,004,285	2,399,188	18,557,018	(30,515)	\$ 815,940	-	\$ 815,940
Total Auxiliary System Fund	53,883,049	4,930,746	44,069,609	(13,056,003)	\$ 1,688,183	-	\$ 1,688,183
<b>Total Springfield Campus</b>	<b>176,564,151</b>	<b>87,313,257</b>	<b>244,487,957</b>	<b>(17,621,134)</b>	<b>1,768,317</b>	<b>736,614</b>	<b>2,504,931</b>
<b>West Plains Campus</b>							
Operating Fund	4,495,358	5,718,331	10,303,824	98,562	8,427	-	8,427
Total Designated Funds	-	485,000	484,998	-	2	-	2
Total Auxiliary System Fund	798,077	5,150	539,075	(209,991)	54,161	-	54,161
<b>Total West Plains Campus</b>	<b>5,293,435</b>	<b>6,208,481</b>	<b>11,327,897</b>	<b>(111,429)</b>	<b>62,590</b>	<b>-</b>	<b>62,590</b>
<b>Total Budget</b>	<b>\$ 181,857,586</b>	<b>\$ 93,521,738</b>	<b>\$ 255,815,854</b>	<b>\$ (17,732,563)</b>	<b>\$ 1,830,907</b>	<b>\$ 736,614</b>	<b>\$ 2,567,521</b>

\*Budgeted Operating Revenues are net of \$27,931,292 of Scholarships.

\_\_\_\_\_  
Stephen B. Hoven  
Chair of the Board

Passed at Meeting of  
June 26, 2015

\_\_\_\_\_  
John W. McAlear  
Secretary

Comments: The FY16 Internal Operating Budget does not include the following: operating fund carryforward balances, other enrollment fees and supplemental course fee revenues and associated dedicated expenses; all grant related revenues and associated dedicated expenses including Pell Grants; and any other similar dedicated revenues and expenses for self-supporting ventures.



**THE OFFICE OF RESEARCH ADMINISTRATION  
ACTIVITY REPORT – FISCAL YEAR 2015 THROUGH MAY**

Missouri State University faculty, staff, and students are involved in research, education, and service projects through the support of governmental, business, and philanthropic entities. This report summarizes key aspects of this activity and highlights awards received in FY 2015 through the month of May.

**PROJECT HIGHLIGHTS**

- **Diana Piccolo**, associate professor of childhood education and family studies, and **Patrick Sullivan**, assistant professor of mathematics, recently received a **\$134,442** award from the **U.S. Department of Education**. This grant will help fund their program “Getting it WRITE” in Math. Funds for this project were provided by a grant from the Title II, Part A, of the Improving Teacher Quality Grant administered by the **Missouri Department of Higher Education**. Eighty-two percent of the funding for the project was financed through federal funds (\$171,593.78) and eighteen percent (\$36,505) from non-governmental sources.
- **Rick Breault**, visiting professor of reading foundations and technology, recently received a **\$168,643** award from the **U.S. Department of Education**. This grant will help fund the “Migrant Summer School Math Matters 2015.” Funds came from the U.S. Department of Education via **Missouri Department of Elementary and Secondary Education**.
- The music and media department in Meyer Library at Missouri State University received funding from the **State Library of Missouri** to send an employee to the Music Library Association national conference this year in Denver. This is a “Show Me Steps to Continuing Education” grant in the amount of **\$1,106**. The travel grant funded **Susanna Reichling**, library associate, to attend multiple conference sessions about digitization, copyright, archives, preservation and public services.

**RESULTS**

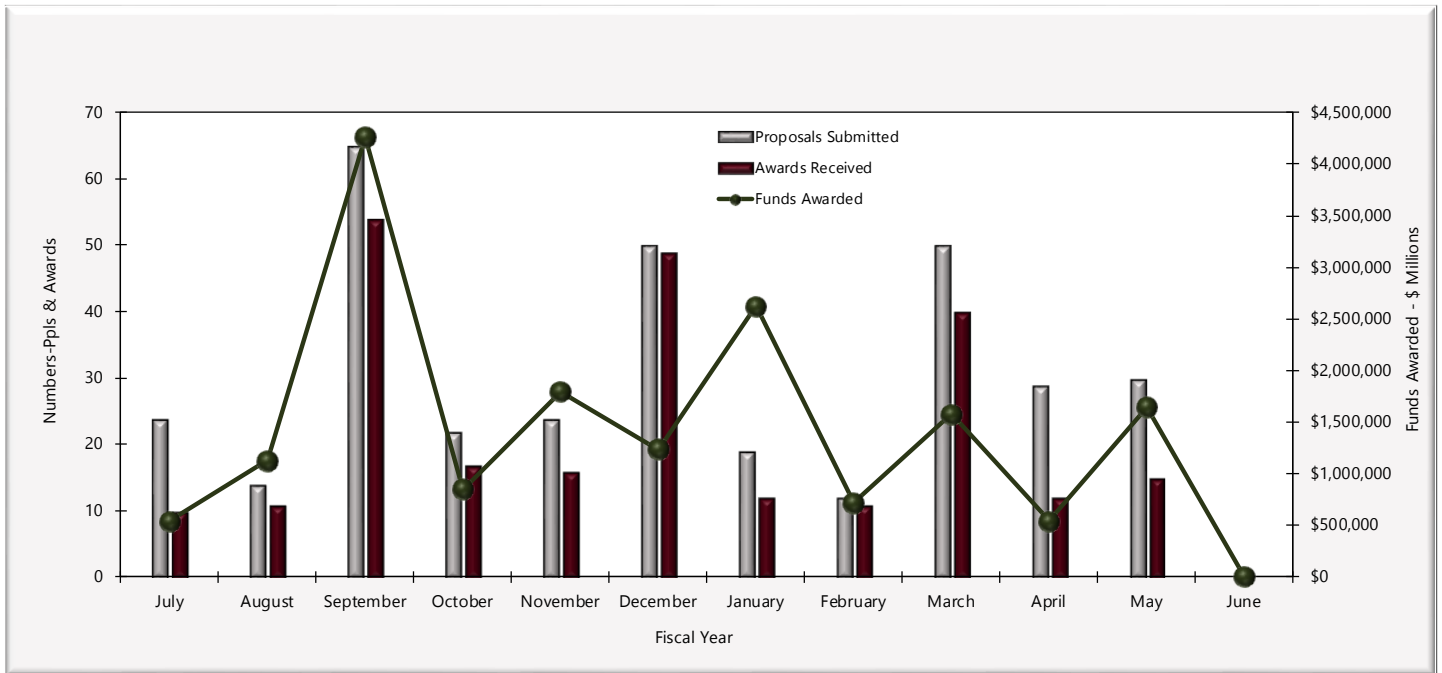
As of the end of May, the University has submitted 339 proposals for support of University-based projects. To date, 247 awards have been received – some of which are from proposals submitted during the previous fiscal year. The commitment of funds in these grants and contracts to date is \$16.9 million. It should be noted that some of these awards are for projects that extend over more than one year, but the formal commitment for funds is only for the current project year.

Key Indicators	Activity for FY 2015	% Change from FY 2014
Proposals Submitted	339	21%
Funds Requested	\$47,491,845	53%
Named Investigators	104	-17%
Grants & Contracts Awarded	247	4%
Funds Awarded	\$16,928,182	-9%

The following is a monthly breakdown of the external funding activity so far in FY 2015:

Sponsored Program Activity FY 2015

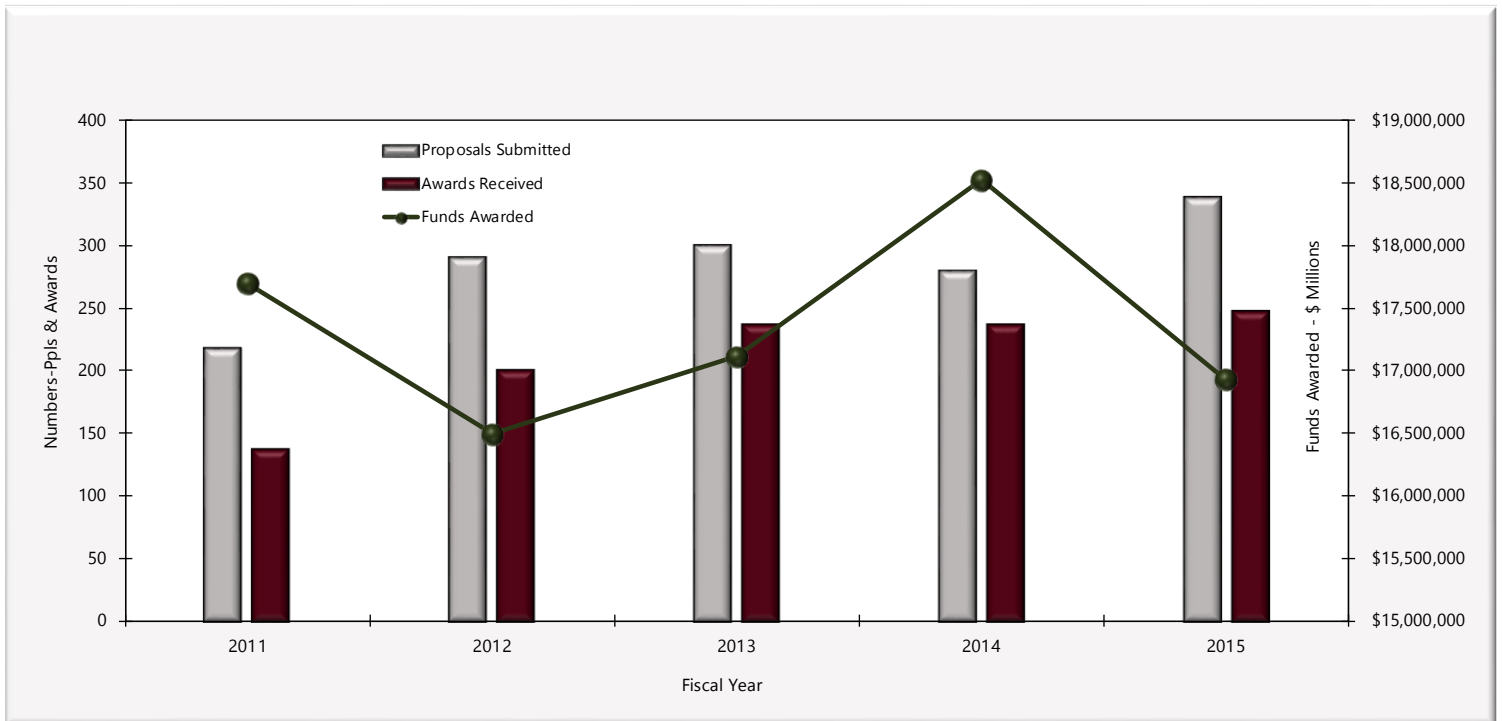
Month	Proposals Submitted	Total Awards	Dollars Awarded
July	24	10	\$541,552
August	14	11	\$1,126,778
September	65	54	\$4,265,965
October	22	17	\$848,906
November	24	16	\$1,795,272
December	50	49	\$1,236,735
January	19	12	\$2,627,571
February	12	11	\$717,286
March	50	40	\$1,577,517
April	29	12	\$542,972
May	30	15	\$1,647,628
June	0	0	\$0
	339	247	\$16,928,182



The following is a comparison of activity over the last five years:

Cumulative Sponsored Program Activity Through the Month of May (FY 2011 - FY 2015)

Fiscal Year	Proposals Submitted	Number of Awards						\$Millions	
		Education	Equipment	Facilities & Infrastructure	Research	Service	Ttl Awds	Requested	Awarded
2011	219	38	4	3	40	52	137	\$ 62,008,502	\$ 17,694,596
2012	291	44	2	3	32	119	200	\$ 36,099,910	\$ 16,491,798
2013	301	54	2	4	45	132	237	\$ 27,574,402	\$ 17,115,824
2014	281	40	1	8	52	136	237	\$ 31,103,842	\$ 18,525,783
2015	339	57	0	6	39	146	247	\$ 47,491,845	\$ 16,928,182



The following is the grant and contract activity for FY 2015, through May, by University Unit.

### Missouri State University FY 15 Grant/Contract Activity by Unit

Unit	# Applying				# Awarded				Credit Share*			Actual**		
	Staff		Faculty		Staff		Faculty		Grants / Contracts		Award	Grants / Contracts		Award
	Submit	Awards	Submit	Awards	Submit	Awards	Submit	Awards	\$	Submit	Awards	\$		
Admin & Info Services	0	0	0	0	0	0	0	0	\$ -	0	0	\$ -		
College of Arts & Letters	1	6	1	5	18	17	4	4	\$ 697,683	12	11	\$ 697,683		
Center for Dispute Resolution	0	1	0	1	5	4	5	4	\$ 69,539	5	4	\$ 69,539		
College of Business	0	2	0	2	6	6	6	6	\$ 2,581,083	6	6	\$ 2,581,083		
Center for Project Innovation & Management	0	1	0	1	2	2	2	2	\$ 600	2	2	\$ 600		
College of Education	3	11	4	9	34	33	34	33	\$ 1,158,314	27	25	\$ 1,031,152		
Institute for Play Therapy	0	0	0	0	0	0	0	0	\$ -	0	0	\$ -		
Institute for School Improvement	0	0	0	0	0	0	0	0	\$ -	0	0	\$ -		
Southwest Regional Professional Development Center	2	0	1	1	7	7	7	7	\$ 1,537,909	7	7	\$ 1,537,909		
College of Health & Human Services	4	26	1	17	64	36	64	36	\$ 1,181,161	41	27	\$ 1,176,095		
Center for Research & Service	0	2	0	2	3	3	3	3	\$ 7,874	3	3	\$ 7,874		
College of Humanities & Public Affairs	0	4	0	2	8	2	8	2	\$ 307,500	7	2	\$ 307,500		
Center for Archaeological Research	2	1	1	1	19	9	19	9	\$ 273,704	12	6	\$ 273,704		
Center for Economic Research	0	1	0	1	2	2	2	2	\$ 15,565	2	2	\$ 15,565		
Center for Social Science & Public Policy Research	0	1	0	1	2	2	2	2	\$ 5,451	2	2	\$ 5,451		
College of Natural & Applied Sciences	0	39	0	14	94	29	94	29	\$ 824,701	58	28	\$ 958,290		
Bull Shoals Field Station	2	2	2	1	8	5	8	5	\$ 67,953	6	5	\$ 67,953		
Center for Resource Planning & Management	2	1	3	1	19	15	19	15	\$ 648,615	11	9	\$ 648,616		
Center for Scientific Research & Education	0	0	0	0	0	0	0	0	\$ -	0	0	\$ -		
Ozark Environmental Water Research Institute	1	1	1	1	9	7	9	7	\$ 84,962	5	4	\$ 84,962		
Diversity & Inclusion	1	0	1	0	1	2	1	2	\$ 530,405	1	2	\$ 530,405		
Graduate College	0	0	0	0	0	0	0	0	\$ -	0	0	\$ -		
Library	1	3	0	4	5	5	5	5	\$ 61,171	5	4	\$ 61,171		
President	3	0	3	0	4	4	4	4	\$ 14,316	3	3	\$ 14,316		
Provost	3	2	2	1	8	5	8	5	\$ 1,109,639	8	5	\$ 1,109,639		
Ozarks Public Health Institute	0	1	0	1	8	7	8	7	\$ 311,314	8	7	\$ 311,314		
Research & Economic Development	6	0	6	0	21	20	21	20	\$ 1,666,174	17	15	\$ 1,526,174		
Center for Applied Science & Engineering	6	0	4	0	26	12	26	12	\$ 161,895	12	8	\$ 161,895		
Center for Biomedical & Life Sciences	0	1	0	1	14	11	14	11	\$ 215,889	14	11	\$ 215,889		
Community & Social Issues Institute	0	0	0	0	0	0	0	0	\$ -	0	0	\$ -		
International Leadership & Training Center	1	0	1	0	7	7	7	7	\$ 1,579,350	7	7	\$ 1,579,350		
Jordan Valley Innovation Center	1	0	1	0	7	7	7	7	\$ 448,387	7	8	\$ 588,387		
Small Business Development & Technology Center	1	0	1	0	9	8	9	8	\$ 252,434	9	8	\$ 252,433		
Southwest Missouri Area Health Education Center	1	0	1	0	6	7	6	7	\$ 219,954	6	7	\$ 219,954		
School of Agriculture	2	8	0	3	21	13	21	13	\$ 181,671	17	13	\$ 181,671		
Center for Grapevine Biotechnology	0	1	1	1	3	4	3	4	\$ 73,429	3	3	\$ 73,429		
Mid-America Viticulture & Enology Center	0	0	0	0	0	0	0	0	\$ -	0	0	\$ -		
Student Affairs	2	0	1	0	2	1	2	1	\$ 25,000	2	1	\$ 25,000		
West Plains	7	6	2	0	15	3	15	3	\$ 614,541	14	2	\$ 613,180		
<b>TOTAL</b>	<b>52</b>	<b>121</b>	<b>38</b>	<b>71</b>	<b>457</b>	<b>295</b>	<b>\$ 16,928,182</b>	<b>\$ 16,928,182</b>	<b>339</b>	<b>247</b>	<b>\$ 16,928,182</b>			

\* Credit Share - divides the proposals/awards between the PI's, therefore proposals/awards may be reflected in the totals more than once.

\*\* Actual - proposals/awards will only be shown in the originating unit.



## **International Programs June 2015 Board of Governors Report**

### **International Programs**

#### **Recruitment in India**

The India program continues to process applications. Missouri State has admitted 31 students for fall 2015, 13 undergrad and 18 grad. Our fall enrollment from India should be 50-60 students, a 30 % increase from last year. Our representative continues to develop agent ties in India as well. We just added our seventh agent and had an hour long Skype training session with them this morning. The next trip to India is set for late September, focusing on high school fairs in Delhi and Chandigarh.

#### **Online Recruitment Efforts**

International Programs is responsible for the maintenance of two major online recruitment sites, [www.masterstudies.com](http://www.masterstudies.com) (in partnership with the Graduate College) and [www.hotcoursesabroad.com](http://www.hotcoursesabroad.com). Both sites provide international students with a platform to view many international colleges and universities in order to “comparison shop” for prospective educational opportunities. For the month of May 2015, these sites returned 135 international student leads. These students are entered into our database to receive generic email campaigns as well as personalized responses to any specific enquiries. These sites are building top of mind awareness of Missouri State internationally in addition to driving prospective students to direct communication and exploration of our web sites.

#### **Community Outreach**

International Programs hosted Chinese Artist Xuehua “Woody” Jin at our June 1<sup>st</sup> Friday Art Walk event with over 300 in attendance. Mr. Jin received his BFA in Chinese Painting from Hubei Institute of Fine Arts in 2006 and founded a private school of fine arts *Gufeng Art Institute*. Many of Mr Jin’s artworks depict the impact of contemporary science and technology development, education development, and social development on people’s lifestyles and communications.

International Programs is honored to have Mr Jin studying at the English Language Institute.

### **English Language Institute**

The ELI English for Academic Purposes (EAP) program is pleased to report a spring graduating class of 30 undergraduates and 14 graduate students, of whom 41 had received conditional admission to enter degree programs at Missouri State University. .

In May ELI hosted the third annual Isesaki Global Leadership Academy (IGLA) with 120 high school juniors, along with Principal Mimura and 10 teachers from Yotsuba Gakuen School in Isesaki, Japan, Springfield’s Sister City. New to the program this year was a visit to Lebanon, Missouri, where over 100 Lebanon High School students, faculty, and community members were involved with the Japanese students. Through tours of the high school and a visit to the Bennett Springs State Park, they focused on the global issue themes of security, technology, governance, and conservation. The Springfield community also came out in record numbers to participate in the Japanese Culture Night at Greenwood Lab School, where Yotsuba students performed martial arts, music, and dance and taught Japanese games to local families. This event, along with other aspects of the program, received increased coverage from

KSMU and KSPR. Another positive note about the program is that one of the student helpers for the IGLA came to MSU from Yotsuba as a result of his participation in the IGLA two years ago, so we are beginning to see the recruitment advantages of this special program.

On June 8 the ELI welcomed 27 new students into the English for Academic Purposes (EAP) program, and the ELI Special Programs unit began the Language and Culture 8-week program with 22 participants, including a Fulbright student scholar from Turkey. The 4-week Language and Culture program in July will welcome an additional 44 students. The first CELTA teacher certificate program will also begin in July with both domestic and international participants.

## **Study Away Programs**

### **Study Away student numbers**

A total of 514 Missouri State students studied abroad in 2014-15, compared to 450 students in 2013-14, a 14 percent increase. Of the 514 students who studied abroad in 2014-15, 364 participated in short-term programs led by Missouri State faculty members. Since 2009, student participation in Study Away has increased 95 percent (263 students to 514 students).

### **Health and Safety**

Study Away Programs conducted a pre-departure orientation in May for outgoing summer, fall and academic year students. The orientation included segments on health, safety, cross-cultural adjustment, finances, registration, and travel tips. Additionally, students participated in breakout sessions based on their country destination. Parents participated in a special break out session focused on Study Away protocol regarding health, safety and financial matters.

### **Award for Excellence in Study Away Programming**

Courtney Pham, senior instructor in the College of Business, was the recipient of the Award for Excellence in Study Away Programming at the All Faculty Reception held on May 5, 2015. Ms. Pham led Marketing students through a two-week 2014 program in Vietnam, which included a blend of cultural experiences and meetings with business professionals. Students were required to conduct research about Vietnam and the Vietnamese and report their findings in pre-travel meetings that included cross-cultural training.

## **International Services**

There were 1450 international students, representing 84 countries, studying at Missouri State University for the 2015 spring semester, an increase of 25 students from spring 2014. To date for the fall 2015 semester, IS has received 1,104 applications (328 incomplete) and admitted 606 students. At this same time last year, IS had received 1,038 applications (305 incomplete) and had admitted 533.

## VI.A.

### **REPORT FROM THE OFFICE OF THE VICE PRESIDENT FOR DIVERSITY AND INCLUSION**

Vice President for Diversity and Inclusion, Ken Coopwood, will report on the following topics:

#### **Update: DDI Update on 2016 Diversity Conference, Annual Retreat and Diversity Fellow**

The DDI is already beginning plans for a robust fall, 2015 semester. This report will identify three initiatives that are expected to be instrumental in moving the campus forward with regard to statewide leadership and diversity education, strengthening the Division for Diversity and Inclusion, and connecting students and faculty for academic endeavors such as research, mentoring, and difficult dialogues.

#### 2016 Statewide Collaborative Diversity Conference

Effort to improve the SCDC includes expanding resources and partnerships for enhancement of the student collaborative day as well as developing five regional teams to better support the overall conference content and representation. The student day will be improved by increasing the number of university and potential employer partnerships. We will also seek assistance from non-profit organizations whose work it is to identify best practices for student intervention and cultural competence development prior to graduation. Regional teams will be charged with increasing conference participation, identifying and submitting names for selection of each year's statewide diversity champion, and soliciting, increasing and diversifying respective sponsorships. These efforts and more will help improve the overall quality and affordability of the 2016 conference and beyond. It is anticipated that conference attendance and sponsorships will grow by at least 10% annually.

#### DDI Annual Retreat

To better serve the campus and respective departments and units, the DDI will be holding its annual summer retreat in July. This year's retreat will consist of activities designed to illuminate best practices for data compilation, diversity measurement, and administrative leadership for campus and community inquiry. The retreat is also designed to prepare the division for ongoing projects and assessments stemming from the campus climate study project and other feedback compiled in the spring of 2015. Several University partners will be invited to attend the retreat as well. It is expected that collaboration with University partners will to ensure accuracy and organization of strategic campus diversity data. It is also expected that opportunities for collaborative educational programs and services will be increased.

#### Diversity Fellows Announcement

The rotation of DDI diversity fellowships runs from fall to summer of the following year. This fall the DDI will welcome its third fellow, Dr. Jamaine Abidogun, MSED Program Coordinator within the Department of History. She will lead DDI research initiatives such as the Scholar 2 Scholar program, and she will lead campus-wide difficult dialogue initiatives such as the Shattering the Silences series. In addition she will partner with the current diversity fellow, Dr. Sabrina Brinson, to bring more substance and assessment to the university faculty mentoring

program. Both fellows will serve within the DDI and complete respective duties and those as assigned by the Vice President for Diversity and Inclusion. The Diversity Fellows Initiatives is a collaborative between the DDI and the Faculty Center for Teaching and Learning.

Respectfully submitted:

Ken Coopwood, Sr., Ph.D.  
VPDI

VII.A.

**Missouri State University Board of Governors  
June 26, 2015 meeting**

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

- An announcement was made at the May 16 commencement ceremony that the \$250,000 needed in donations and pledges to endow the university's third professorship had been reached. The Endowed Professorship of Business will provide the money needed to support the salary of the chair of the Division of Business, Applied Technology and Public Service. The professorship will be awarded beginning with the 2015 fall semester, with Missouri State-West Plains funding the interest for the professorship for the first five years while pledges are being met and the professorship reaches its full endowment level.
- A ribbon cutting ceremony and open house was held June 16 to mark the grand opening of the university's new greenhouse. The approximately 720-square-foot facility will be known as the Grizzly Greenhouse. The greenhouse, which cost an estimated \$110,000 to construct, will provide a teaching laboratory for students enrolled in the university's agribusiness educational programs developed as part of the \$2.5 million TAACCCT grant program. The facility is designed to teach a variety of horticultural techniques, including conventional horticulture, companion plantings, raised beds and aquaculture (the cultivation or farming of marine plants and animals in a controlled environment).
- The Annual Herb Lunday Grizzly Golf Classic held June 5 at the West Plains Country Club raised over \$12,000 for Missouri State University-West Plains Grizzly Basketball and Volleyball programs for the upcoming seasons.
- Report from the West Plains Faculty Senate
- Report from the West Plains Staff Senate
- Report from the West Plains Student Government Association
- Faculty Spotlight

VIII.A.

**REPORT BY STUDENT BODY PRESIDENT**

Ms. Ashley Crisafulli, President of the Student Body, will make a report to the Board of Governors.

## VIII.B.

### **Student Affairs Report Missouri State University Board of Governors June 26, 2015**

The Division of Student Affairs' mission is to support student success, foster student engagement, inspire a commitment to public affairs, and instill pride and tradition. Some highlights from the Division since the May Board meeting include:

**Enrollment Management** indicates the following opening day numbers for summer on the Springfield campus:

- Total enrollment is 7,533, up 146 (2.0%).
- The credit hour total is 36,643, up 1,104 (3.1%).
- Enrollment of degree-seeking undergraduates is 5,170, up 94 (1.9%). Of that total, 2,786 (53.9%) are seniors.
- Total graduate enrollment is 2,096, up 33 (1.6%).

#### **Foster Recreation Center:**

- The Foster staff are integrating new software (Fusion) which will be fully operational by the opening of fall semester. When active, turnstiles at the entrance will include biometric hand scanners as well as card readers for entrance to the facility.
- The Outdoor Adventures Summer events included a trip to the Badlands National Park and Black Hills National Forest (May 21-26).
- Summer activities in the FRC include BearFit (group fitness), Personal Training, Massage Therapy, Yoga, and youth swimming lessons.

#### **Multicultural Services and Access Programs:**

- In the fall, MSU will be welcoming 55 new Multicultural leadership Scholarship Recipients as well as 25 Multicultural Recognition Award Recipients and 9 Diversity in Education Award Recipients.
- TRiO has 32 students participation in the Summer Academy program from our 3 Springfield partner high schools: Central, Hillcrest, and Parkview.
- Over 150 prospective students from the Kauffman, Wyman, and College Summit programs will visit our campus this summer.
- The Office of **Multicultural Programs** is presenting Diversity Dialogues for the first time at all SOAR Sessions this summer in an effort to raise awareness and cultural competence.

#### **New Student and Parent Programs:**

- New Student and Parent Programs kicked off the summer on June 5<sup>th</sup> with our SOAR program (Student Orientation, Advising and Registration):
- We are offering **15** two-day sessions (an increase of one) and **2** one-day sessions for the Fall 2015 semester.
- Since April 8<sup>th</sup>, **2,741** students have completed the on-line pre-orientation component, registered, and submitted payment to attend a fall 2015 SOAR session. Over the same amount of time in 2014, **2,323** students had registered. This is an increase of **18%**.
- Plans are underway and registration has started for Ursa: The Maroon and White Overnight, the first Missouri engagement camp. Ursa will be held on August 10-12, 2015.

**The Dean of Students Office** is under new leadership with the retirement of Mike Jungers and the promotion of Dr. Thomas Lane. Dr. Lane has jumped right into the new position and is transitioning well.

- Dr. Thomas Lane and Director of Student Conduct Andrea Weber attended the Title IX Investigator Training sponsored by ATIXA, along with other MSU personnel. The training provided up to date information regarding how to effectively investigate allegations of Title IX policy violations.
- A search is underway for a new Director of the Counseling Center. The current director, Dr. Doug Greiner will leave the university in mid-July.
- MSU hosted LeaderShape 2015, a national leadership initiative focused on leading with integrity. 41 students spent 6 days at a retreat location learning about change and creating the impossible.

**Residence Life, Housing and Dining:**

- On May 29-31, we were very happy to house the Special Olympics athletes and coaches. The Missouri State Games will be held on campus for the next three years. Athletes were thrilled to utilize the new athletic facilities, and organizers were ecstatic to be welcomed back to Springfield and MSU.
- The summer conference season has started and is going smoothly. Students for the Missouri Fine Arts Academy have checked in and have begun their three weeks of activities. We'll house two Steubenville conferences (a Catholic youth conference) in July with 3,500 people in the halls each weekend. In late July, we'll house the participants from *Envirothon*, a national conference with teams coming from every state in the country. In addition, we'll house the Public Affairs Academy, and countless other youth and adult conference groups.
- The Blair-Shannon Dining Center renovation project is well underway.
- Renovations to Sunvilla are also underway. Plans are being made to reopen this building in fall with all bed spaces being full.
- On May 22-25, student leaders traveled to Fargo, ND, for NARCURH, a national student leadership conference. They presented programs, attended sessions, and Travis Schilla, Coordinator of Leadership Development and Programming, received the Advisor of the Year Award.

**Taylor Health and Wellness Center:**

- Mr. Elijah Kleinsmith, a senior Public Relations major, is the 2015 recipient of the Missouri State University Student Employee of the Year award. Elijah has worked for Taylor Health since September 2011.
- Work continues with Hastings and Chivetta to determine if student interest supports the need for facility enhancements at the Taylor Health Center. A feasibility study is currently being conducted and a student vote will be held next year.

**MSU Bookstore:**

- Bookstore revenue benefitted from the success of our Local Regional tournament and the Baseball Bears. Sales exceeded \$20,000 for the three day event.
- Year-to-Date, clothing sales have increased \$366,000, or 27%.
- Year-to-Date, course materials and textbooks sales will exceed 10,000,000.
- Summer Textbook reservations were up 2.5% over last year.

Respectfully submitted by,

Dee Siscoe  
 Vice President for Student Affairs  
 Missouri State University



Marketing and Communications Report  
Missouri State University Board of Governors  
June 26, 2015

This is the first Board of Governors report from the office of Marketing and Communications (aka MarCom) since it was established in 2014. It contains updates from the last few months.

### **Branding**

- Working with Design and Construction and Student Affairs, we have engaged Ologie, a branding agency from Columbus Ohio, to assist us in the environmental branding of the Davis-Harrington Welcome Center. For many students, the Welcome Center will be their first impression of the University. The goal of the project is to create a sense of excitement and to inform students about Missouri State's history and purpose. For examples of aspirational centers, please visit the following sites.
  - <https://vimeo.com/35591174>
  - <http://visit.wvu.edu/>
  - <http://visitor.wsu.edu/>
- We have also engaged Ologie to assist Missouri State in developing a rebranding creative strategy. This brand refresh is the final step in the marketing and rebranding of the University that was initiated in 2012 with the Research-Based Enrollment-Driven Marketing and Brand Identity Study. This project will be kicking off in mid-June and will engage the entire campus along the way.
- In the first quarter of 2015, Publications developed standardized logos for each college, division, office and department on campus as part of the initial re-branding process. The goal of this was to create a professional, consistent look across websites and campus publications, as well as reduce the number of unique logos that have proliferated through the years. See <http://www.missouristate.edu/identity/logos/StandardUnitWordmark.htm> for examples.

### **University Communications**

- In an effort to reduce the number of monthly and weekly publications hitting mailboxes along with campus-wide emails, MarCom introduced Inside Missouri State in mid-January. Headed by Andrea Mostyn, this is a weekly publication for faculty and staff. It includes information formerly received via Provost Communiqué, Taylor Health and Wellness newsletter and several other pubs as well as timely announcements and notifications from critical areas across the university. Clif's Notes continues to headline this weekly publication and enables him to address issues in a timelier manner.
- Our third edition of Mind's Eye is going to print and we are identifying featured faculty for the next edition.

Marketing and Communications Report  
Missouri State University Board of Governors  
June 26, 2015

**Web and New Media**

- Conversion of websites to mobile friendly has been a priority over the last year. On April 21, Google announced they are boosting the ranking of mobile-friendly pages on mobile search results. This means most of Missouri State's sites will move up in ranking when a search is performed.
- The team continues to successfully expand the use of social media, not just to communicate out, but also to identify issues bubbling on social media before they become problematic on campus.

**Photographic Services**

- John Wall retired as Director of Photographic Services on March 31. He is succeeded by Bob Linder, formerly the photo editor for the News-Leader and more recently, a contractor for the University for the last two years. Bob is adding his energy to the office as well as introducing video as part of the services provided by the group. Our recent hire of video editor, Chris Nagle, has dramatically increased our capability in this area.

X.A.

**REPORT FROM STAFF SENATE**

Ms. Christina Bowles, Chairperson of the Staff Senate, will make a report to the Board.

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

	Year	MONTHLY						YEAR-TO-DATE		
		Designations under \$1,000		Designations \$1,000 and over		Totals for May		Running Totals		Year
		No.	Amount	No.	Amount	No.	Amount	No.	Amount	
<b>Annual Gifts</b>	FY 14	3,019	\$154,396	130	\$363,231	3,149	\$517,627	34,939	\$5,472,999	FY 14
	<b>FY 15</b>	3,184	\$136,789	50	\$136,486	3,234	\$273,275	40,671	\$5,613,763	<b>FY 15</b>
<b>Special Campaigns</b>	FY 14	84	\$17,107	20	\$1,359,995	104	\$1,377,102	1,359	\$5,603,430	FY 14
	<b>FY 15</b>	30	\$2,226	5	\$154,444	35	\$156,670	1,228	\$7,153,072	<b>FY 15</b>
<b>One Time Gifts</b>	FY 14	0	\$0	10	\$121,762	10	\$121,762	103	\$4,440,592	FY 14
	<b>FY 15</b>	0	\$0	4	\$46,117	4	\$46,117	93	\$3,705,202	<b>FY 15</b>
<b>TOTALS</b>	FY 14	3,103	\$171,503	160	\$1,844,988	3,263	\$2,016,491	36,401	\$15,517,021	FY 14
	<b>FY 15</b>	3,214	\$139,015	59	\$337,047	3,273	\$476,062	41,992	\$16,472,037	<b>FY 15</b>

MISSOURI STATE UNIVERSITY FOUNDATION  
 INCOME SUMMARY TOTALS BY TYPE AND SOURCE  
 07/01/2014 TO 5/31/2015

G I F T S

SOURCE	UNRESTRICTED CURRENT	RESTRICTED CURRENT	ENDOWMENT	GIFTS OF PROPERTY	TOTAL 7/1/2014 TO 5/31/2015	TOTAL 7/1/2013 TO 5/31/2014
ALUMNI	\$113,020	\$1,593,668	\$342,882	\$60,524	\$2,110,093	\$2,560,306
FRIENDS	9,991	3,265,281	333,006	182,037	\$3,790,315	4,390,445
PARENTS	6,495	108,495	4,558	4,984	\$124,532	137,876
FOUNDATIONS	2,875	1,223,400	109,250	100	\$1,335,625	333,155
ORGANIZATIONS	3,260	2,298,130	142,374	5,060	\$2,448,824	3,037,205
BUSINESSES	13,342	3,950,809	259,337	2,439,161	\$6,662,648	5,058,034
<b>GIFT TOTAL</b>	<b><u>\$148,983</u></b>	<b><u>\$12,439,782</u></b>	<b><u>\$1,191,408</u></b>	<b><u>\$2,691,865</u></b>	<b><u>\$16,472,037</u></b>	<b><u>\$15,517,021</u></b>

	NUMBER OF DONORS 7/1/2014 TO 5/31/2015	NUMBER OF DONORS 7/1/2013 TO 5/31/2014
ALUMNI	6,566	6,583
FRIENDS	10,593	10,403
PARENTS	1,469	1,589
FOUNDATIONS	46	49
ORGANIZATIONS	119	125
BUSINESSES	960	939
<b>TOTAL</b>	<b><u>19,753</u></b>	<b><u>19,688</u></b>

MISSOURI STATE UNIVERSITY

BOARD RESOLUTION

FINANCE NO. \_\_\_\_\_-15

AUTHORIZING THE BORROWING BY MISSOURI STATE UNIVERSITY OF THE PROCEEDS OF AN ISSUE OF EDUCATIONAL FACILITIES REVENUE BONDS (MISSOURI STATE UNIVERSITY), SERIES 2015, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$20,000,000 OF THE HEALTH AND EDUCATIONAL FACILITIES AUTHORITY OF THE STATE OF MISSOURI, TO FINANCE THE COSTS OF CERTAIN EDUCATIONAL FACILITIES OF THE UNIVERSITY; AND AUTHORIZING AND APPROVING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH SUCH BORROWING

**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 2015 (the “Bonds”), in a principal amount not to exceed \$20,000,000, 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 addition to Glass Hall and renovations and improvements to the existing Glass Hall.

**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 \$20,000,000, shall bear interest at a true interest cost not to exceed 4.75% 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 April 1, 2042, and a weighted average maturity of not less than 12 years or more than 18 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 Board or 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. Approval of Preliminary Official Statement.** The Preliminary Official Statement in substantially the form submitted to the Board relating to the offering and sale of the Bonds by the Underwriter to the public, with such changes and additions thereto as shall be approved by the President of the University or the Chief Financial Officer of the University, and the public distribution of the same by the Underwriter for use in connection with the sale of the Bonds are hereby approved.

**Section 6. 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 7. 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 8. 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 26<sup>th</sup> day of June, 2015.

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Stephen B. Hoven  
Chair of the Board

Passed at Meeting of

June 26, 2015

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John W. McAlear  
Secretary of the Board

COMMENTS:

\* \* \*



NEW ISSUE  
Book-Entry Only

RATINGS: Moody's: "Aa3"  
S&P: "A+"  
See "BOND RATINGS."

*In the opinion of Gilmore & Bell, P.C., Bond Counsel, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), (1) the interest on the Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, (2) the interest on the Bonds is exempt from income taxation by the State of Missouri and (3) the Bonds have not been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. See "TAX MATTERS."*



OFFICIAL STATEMENT  
\$[Principal Amount]\*  
HEALTH AND EDUCATIONAL FACILITIES  
AUTHORITY OF THE STATE OF MISSOURI  
EDUCATIONAL FACILITIES REVENUE BONDS  
(MISSOURI STATE UNIVERSITY)  
SERIES 2015

Interest Rates, Prices and Maturities as Shown on the Inside Front Cover

Dated: Date of Delivery

Due: October 1,  
as shown on inside cover page

The Bonds are issuable in book-entry form, in the denomination of \$5,000 or any integral multiple thereof. Principal of the Bonds will be payable on each October 1 in the years shown on the inside front cover. Interest on the Bonds will be payable on each April 1 and October 1, beginning on October 1, 2015.

The Bonds are subject to optional and mandatory redemption prior to maturity as described herein.

The Bonds and the interest thereon are special, limited obligations of the Authority, payable solely from certain payments made by the University under a loan agreement between the Authority and the University, and are issued and secured under the Bond Indenture as described herein. The Bonds shall not constitute a debt or liability of the State of Missouri or of any political subdivision thereof within the meaning of any State constitutional provision or statutory limitations and shall not constitute a pledge of the faith and credit of the State or of any political subdivision thereof. The issuance of the Bonds shall not, directly, indirectly or contingently obligate the State or any political subdivision thereof to levy any form of taxation therefore or to make any appropriation for their payment. The Authority has no taxing power.

The Bonds are subject to certain risks. See "BONDOWNERS' RISKS."

*The Bonds are offered when, as and if issued by the Authority and accepted by the Underwriters, subject to the approval of legality by Gilmore & Bell, P.C., Kansas City, Missouri, Bond Counsel. Certain legal matters will be passed upon for the University by its General Counsel, Rachael M. Dockery, Esq., for the Authority by its counsel, Thompson Coburn LLP, St. Louis, Missouri, and for the Underwriters by its counsel, Quarles & Brady LLP, Milwaukee, Wisconsin. William B. Tschudy, Olathe, Kansas serves as financial advisor to the Authority. It is expected that the Bonds will be available for delivery through The Depository Trust Company, New York, New York, on or about August \_\_, 2015.*

[Edward Jones Logo]

The date of this Official Statement is August \_\_, 2015.

\* Preliminary; subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion and amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances may this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor may there be any sale of these securities in any jurisdictions in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

**MATURITY SCHEDULE\***

**[\$[PRINCIPAL AMOUNT]**  
**HEALTH AND EDUCATIONAL FACILITIES AUTHORITY OF THE STATE OF MISSOURI**  
**EDUCATIONAL FACILITIES REVENUE BONDS**  
**(MISSOURI STATE UNIVERSITY)**  
**SERIES 2015**

<u>Due October 1</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>	<u>CUSIP</u>
2016				
2017				
2018				
2019				
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
\$ _____,	_____ %	Term Bonds due October 1, 20__	; Price: _____ %;	CUSIP: _____
\$ _____,	_____ %	Term Bonds due October 1, 20__	; Price: _____ %;	CUSIP: _____

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\* Preliminary; subject to change.

## REGARDING USE OF THIS OFFICIAL STATEMENT

No dealer, broker, salesman or other person has been authorized by the University or the Underwriters to give any information or to make any representations with respect to the Bonds offered hereby other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the University since the date hereof.

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The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of that information.

This Official Statement contains statements that are “forward-looking statements” as defined in Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. When used in this Official Statement, the words “estimate,” “intend,” “expect” and similar expressions are intended to identify forward-looking statements. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements, including those risks described in “BONDOWNER’S RISKS.” Prospective investors are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this Official Statement.

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IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVER-ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

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THE BONDS HAVE NOT BEEN REGISTERED WITH THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE BOND INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE UNIVERSITY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE BONDS HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

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EXCEPT FOR THE INFORMATION CONCERNING THE AUTHORITY IN SECTIONS OF THIS OFFICIAL STATEMENT CAPTIONED “THE AUTHORITY” AND “LITIGATION – THE AUTHORITY,” NONE OF THE INFORMATION IN THIS OFFICIAL STATEMENT HAS BEEN SUPPLIED OR VERIFIED BY THE AUTHORITY AND THE AUTHORITY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

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## OFFICIAL STATEMENT

**[\$[Principal Amount]\***  
**HEALTH AND EDUCATIONAL FACILITIES**  
**AUTHORITY OF THE STATE OF MISSOURI**  
**EDUCATIONAL FACILITIES REVENUE BONDS**  
**(MISSOURI STATE UNIVERSITY)**  
**SERIES 2015**

### INTRODUCTION

*This introduction is only a brief description and summary of certain information contained in this Official Statement and is qualified in its entirety by reference to the more complete and detailed information contained in the entire Official Statement, including the cover page, inside cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement.*

#### **Purpose of the Official Statement**

The purpose of this Official Statement, including the cover page and inside cover page hereof and the Appendices hereto, is to furnish certain information relating to (1) the Health and Educational Facilities Authority of the State of Missouri (the “Authority”), (2) the Authority’s Educational Facilities Revenue Bonds (Missouri State University), Series 2015 to be issued in the principal amount of \$[Principal Amount]\* (the “Bonds”), (3) Missouri State University (the “University”), and (4) the facilities of the University being financed with the proceeds of the Bonds (the “Project”).

#### **The Authority**

The Authority is a body politic and corporate and a public instrumentality of the State of Missouri, created and existing under the Missouri Health and Educational Facilities Authority Act Chapter 360 of the Revised Statutes of Missouri, as amended (the “Act”). See “**THE AUTHORITY.**”

#### **The University**

The University is a public institution of higher education of the State of Missouri, organized and existing under the laws of the State of Missouri, including particularly Chapters 172 and 174 of the Revised Statutes of Missouri, as amended. See “**THE UNIVERSITY**” and *Appendix A* to this Official Statement.

#### **The Bonds**

The Bonds are being issued pursuant to the Act and a Bond Trust Indenture dated as of August 1, 2015 (the “Bond Indenture”), between the Authority and U.S. Bank National Association, St. Louis, Missouri, as trustee (the “Bond Trustee”), for the purpose of providing funds to make a loan to the University, pursuant to a Loan Agreement dated as of August 1, 2015 (the “Loan Agreement”), between the Authority and the University. The proceeds of the Bonds will be used to: (i) finance and reimburse the costs of the Project described herein and (ii) pay certain costs of issuing the Bonds. All references to the Bonds are qualified in their entirety by the definitive terms thereof and the information with respect thereto included in the Bond Indenture and the Loan Agreement. See “**THE BONDS**” and “**PLAN OF FINANCE.**”

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\* Preliminary; subject to change.

## **Security and Sources of Payment**

The Bonds and the interest thereon are special limited obligations of the Authority, payable solely from certain payments to be made by the University under the Loan Agreement and certain other funds held by the Bond Trustee under the Bond Indenture and not from any other fund or source of the Authority, and are secured under the Bond Indenture and the Loan Agreement as described herein. Payments under the Loan Agreement are designed to be sufficient, together with other funds available for such purpose, to pay when due the principal of, premium, if any, and interest on the Bonds. Pursuant to the Bond Indenture, the Authority will assign to the Bond Trustee, for the benefit and security of the registered owners of the Bonds, substantially all of the rights of the Authority in the Loan Agreement, including all loan payments payable thereunder.

The payments to be made pursuant to the Loan Agreement are general unsecured obligations of the University. The Bonds do not constitute a debt or liability of the State of Missouri or of any political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and do not constitute a pledge of the faith and credit of the State or of any political subdivision thereof. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. The Authority has no taxing power. See “**SECURITY AND SOURCES OF PAYMENT FOR THE BONDS.**”

## **Financial Information**

Audited financial statements of the University, as of and for the fiscal years ended June 30, 2014 and 2013, are included as *Appendix B* to this Official Statement. These financial statements have been audited by BKD, LLP, independent auditors, to the extent and for the periods indicated in their report, which is also included in *Appendix B*. Certain summary financial information for the University for the three fiscal years ended June 30, 2014, is set forth in *Appendix A*.

## **Bondowners’ Risks**

Payment of the principal of and interest on the Bonds is dependent on revenues to be derived from the operations of the University. Certain risks inherent in the production of such revenues are discussed under “**BONDOWNERS’ RISKS.**”

## **Summary of the Bond Indenture**

A summary of the Bond Indenture and the Loan Agreement, including definitions of certain words and terms used herein and in such documents, is included as *Appendix C* to this Official Statement. Such summaries and definitions do not purport to be comprehensive or definitive. All references herein to the Bond Indenture and the Loan Agreement are qualified in their entirety by reference to such documents, copies of which may be viewed at the office of Edward D. Jones & Co., L.P. at 12555 Manchester Road, St. Louis, Missouri 63131-3729, (314) 515-2000, or will be provided at no charge to any prospective purchaser requesting the same.

## **THE AUTHORITY**

### **Organization and Powers**

The Authority is a body politic and corporate and a public instrumentality duly organized and existing under the laws of the State of Missouri, including particularly the Missouri Health and Educational Facilities Authority Act, Chapter 360 of the Revised Statutes of Missouri, as amended.

The Authority is empowered under the Act to make loans to any participating health or educational



institution to finance the cost of health or educational facilities, to refinance outstanding obligations, mortgages or advances issued, made or given for the cost of such facilities, and to refund bonds of the Authority issued for such purposes. The Authority may issue its bonds, notes or other obligations for any of its corporate purposes. Missouri law requires that the State shall not be liable in any event for the payment of the principal of or interest on any bonds of the Authority or for the performance of any pledge, mortgage, obligation or agreement undertaken by the Authority and no breach of any such pledge, mortgage, obligation or agreement may impose any pecuniary liability upon the State or any charge upon the general credit or taxing power of the State.

## **Membership**

The Act provides that the Authority shall consist of seven members who are to be appointed by the governor of the State with the advice and consent of the State Senate. Each member must be a resident of the State and not more than four members of the Authority may be of the same political party. Initial members were appointed to staggered terms of office and successor members are appointed for terms of five years. Members continue to serve after expiration of their term until a successor is appointed and qualified or they are reappointed.

### ***Members***

The current members of the Authority and their offices are as follows:

*Joseph A. Cavato* – Chair and Member. Mr. Cavato, a resident of University City, Missouri, is owner of JAC Consulting, LLC, a provider of consulting and advisory services. Term as a Member expired July 30, 2013.

*Thomas E. George* – Vice Chair and Member. Mr. George, a resident of St. Louis, Missouri, is the President of the International Brotherhood of Electrical Workers (IBEW) Local One in St. Louis. Term as a Member expires July 30, 2015.

*Judith W. Scott* – Treasurer and Member. Ms. Scott, a resident of Poplar Bluff, Missouri, is the Executive Director of the Three Rivers Community College Foundation. Term as a Member expired July 30, 2011.

*Sarah R. Maguffee* – Member. Ms. Maguffee, a resident of Columbia, Missouri, is an attorney and Adjunct Professor of Law at The University of Missouri School of Law. Term as a Member expired July 30, 2013.

*Kevin L. Thompson, CPA* – Member. Mr. Thompson, a resident of Elsberry, Missouri, is the Chief Financial Officer of Cambridge Engineering located in Chesterfield, Missouri. Term as a Member expired July 30, 2009.

Under the Act, Mr. Thompson, Ms. Scott, Ms. Maguffee and Mr. Cavato continue to serve as members of the Authority until reappointed or a successor is appointed and qualified. There are currently two vacancies.

## **Executive Director**

Michael J. Stanard serves as Executive Director of the Authority. Mr. Stanard has served as Executive Director since May 1, 1998.

## **Representatives**

Thompson Coburn LLP, St. Louis, Missouri, serves as general counsel to the Authority.

William B. Tschudy, Olathe, Kansas, serves as financial advisor to the Authority.

## **Indebtedness of the Authority**

The Authority has previously sold and delivered numerous series of bonds and notes for participating health or educational institutions other than the University secured by instruments separate and apart from the instruments issuing and securing the Bonds. The owners of such bonds and notes have no claim on the assets, funds or revenues of the Authority securing the Bonds and the owners of the Bonds will have no claim on assets, funds or revenues of the Authority securing such other bonds and notes except with respect to any outstanding bonds issued by the Authority for the University and certain future indebtedness of the University.

With respect to additional indebtedness of the Authority, the Authority intends to enter into separate agreements with participating health or educational institutions in the State other than the University for the purpose of providing financing for eligible projects and programs. Issues that may be sold by the Authority in the future for participating health or educational institutions other than the University will be created under separate and distinct indentures or resolutions and will be secured by instruments, properties and revenues separate from those securing the Bonds.

**EXCEPT FOR INFORMATION CONCERNING THE AUTHORITY IN THE SECTIONS OF THIS OFFICIAL STATEMENT CAPTIONED “THE AUTHORITY” AND “LITIGATION – THE AUTHORITY”, NONE OF THE INFORMATION IN THIS OFFICIAL STATEMENT HAS BEEN SUPPLIED OR VERIFIED BY THE AUTHORITY AND THE AUTHORITY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.**

## **PLAN OF FINANCE**

### **Authorization and Purpose of the Bonds**

The Bonds are being issued pursuant to and in full compliance with the Constitution and statutes of the State of Missouri, including particularly the Act. The Bonds are being issued for the purpose of providing funds (1) to construct the Project, and (2) to pay certain costs of issuance of the Bonds.

### **The Project**

The Project consists of the acquisition, construction renovation and improvement of various educational facilities of the University located in Springfield, Missouri, including: (i) renovations and improvements to Glass Hall, home to the University’s College of Business, including construction of an approximately 37,000 square foot addition (the “Glass Hall Project”) and (ii) miscellaneous capital improvements to academic facilities on the Springfield campus.

The Glass Hall Project will increase the size of Glass Hall to 210,000 square feet (from approximately 173,000 square feet currently) and will include (i) new and upgraded classroom and office space, (ii) building-wide technology improvements, (iii) new hands-on learning environments and space for employer-student interaction, and (iv) upgrades to the exterior of the building. Over 5,000 students are enrolled in the University’s College of Business, which offers 17 bachelor’s degrees and five master’s degrees within seven separate units: (School of) Accountancy, Computer Information Systems Department, Fashion & Interior

Design Department, Finance & General Business Department, Management Department, Marketing Department, and Technology & Construction Management Department.

The Glass Hall Project is expected to cost approximately \$25 million, \$\_\_ of which will be funded through University reserves, Foundation contributions and other gifts to the University.

**Estimated Sources and Uses of Funds**

The following table summarizes the estimated sources of funds, including the proceeds from the sale of the Bonds, and the expected uses of such funds in connection with the plan of financing:

*Sources of Funds:*

Proceeds of the Bonds	\$
University Contribution	
Total	\$

*Uses of Funds:*

Project Costs	\$
Costs of Issuance <sup>(1)</sup>	
Total	\$

<sup>(1)</sup> Includes the Underwriters' discount and other costs of issuance.

**THE BONDS**

*The following is a summary of certain terms and provisions of the Bonds. Reference is hereby made to the Bonds and the provisions with respect thereto in the Bond Indenture for the detailed terms and provisions thereof.*

**General Description**

The Bonds will be issued in the principal amount stated on the cover page of this Official Statement and will be dated the date of issuance. The Bonds will mature, subject to redemption as described below, on October 1 in the years and in the principal amounts set forth on the inside cover page of this Official Statement. Interest on the Bonds will be payable semiannually on April 1 and October 1 in each year, beginning on October 1, 2015, to the registered owners of the Bonds as shown on the bond register at the close of business on the 15<sup>th</sup> day (whether or not a Business Day) of the calendar month next preceding the month in which an interest payment is to be made (the "Record Date"). Principal will be payable upon presentation and surrender of the Bonds by the registered owners thereof at the principal corporate trust offices of the Bond Trustee in St. Louis, Missouri. The Bonds are being issued as fully registered bonds in the denominations of \$5,000 and any integral multiple thereof and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Purchasers of the Bonds will not receive certificates representing their interests in the Bonds purchased.

**The Bonds, when issued, will be initially registered in the name of Cede & Co., as nominee for DTC and no beneficial owner will receive certificates representing its interest in the Bonds. Payment of the principal of, premium, if any, and interest on each Bond will be made, and notices and other**

communications to Bondholders will be given, directly to DTC or its nominee, Cede & Co., by the Bond Trustee. If the Bonds are not in a book-entry only system, payment of principal of, premium, if any, and interest on the Bonds will be made and such notices and communications will be given as described below and in the Bond Indenture. See “BOOK-ENTRY ONLY SYSTEM.”

**Redemption Provisions**

*Optional Redemptions.* At the option of the Authority, which shall be exercised upon written direction from the University, Bonds maturing on October 1, 20\_\_, and thereafter will be subject to redemption and payment prior to maturity, on October 1, 20\_\_, and thereafter in whole or in part at any time (the Bonds of less than a full maturity to be selected in multiples of \$5,000 principal amount by the Bond Trustee by lot or in such other equitable manner as it shall designate), at the redemption price equal to 100% of the principal amount redeemed, plus accrued and unpaid interest thereon to the redemption date.

*Mandatory Sinking Fund Redemption.* The Bonds maturing October 1, 20\_\_ and October 1, 20\_\_ (the “Term Bonds”), are subject to mandatory sinking fund redemption and payment prior to maturity on October 1 in each of the years set forth below, at 100% of the principal amount thereof plus accrued interest to the redemption date, without premium:

**Term Bonds Maturing on October 1, 20\_\_**

<u>Year</u>	<u>Principal Amount</u>
20__	\$
20__	
20__	
20__	
20__*	

\* Final Maturity

**Term Bonds Maturing on October 1, 20\_\_**

<u>Year</u>	<u>Principal Amount</u>
20__	\$
20__	
20__	
20__	
20__*	

\* Final Maturity

*Notice and Effect of Call for Redemption.* Unless waived by any owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Bond Trustee on behalf of the Authority by mailing a copy of an official redemption notice by registered, certified or first class mail, at least 20 days prior to the redemption date to each registered owner of the Bonds to be redeemed at the address shown on the bond register or at such other address as is furnished in writing by such registered owner to the Bond Trustee. Such official notice of redemption shall specify the redemption date, the redemption price, the principal amount of Bonds to be redeemed and, if less than all Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed; shall state that on the

redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and shall state that interest thereon shall cease to accrue from and after said date; and shall specify the place where the Bonds to be redeemed are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Bond Trustee or other paying agent. Whenever any Bond is called for redemption and payment, all interest on such Bond will cease from and after the date for which such call is made, provided funds are available for its payment at the redemption price.

For so long as DTC is effecting book-entry transfers of the Bonds, the Bond Trustee will provide the notices specified in the preceding paragraph to DTC. It is expected that DTC will, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of DTC or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Bond Trustee, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

### **Registration, Transfer and Exchange of Bonds**

Each Bond when issued shall be registered by the Bond Trustee in the name of the owner thereof on the Bond Register. Bonds are transferable only upon the Bond Register upon presentation and surrender of the Bonds, together with instructions for transfer. Bonds may be exchanged for Bonds in the same aggregate principal amount and maturity upon presentation to the Bond Trustee, subject to the terms, conditions and limitations set forth in the Bond Indenture and upon payment of any tax, fee or other governmental charge required to be paid with respect to any such registration, transfer or exchange. The foregoing provisions for the registration, transfer and exchange of the Bonds will not be applicable to purchasers of the Bonds so long as the Bonds are subject to the DTC or other book-entry only system.

### **BOOK-ENTRY ONLY SYSTEM**

The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities

and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices will be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, principal and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Authority or the Bond Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Authority or the Bond Trustee subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Bond Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect

Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Authority of the Bond Trustee. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

*The information in this section concerning DTC and DTC's book-entry system has been obtained from DTC. The Authority, the University and the Underwriters take no responsibility for the accuracy thereof, and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters but should instead confirm the same with DTC or the DTC Participants, as the case may be.*

## SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

### Special Limited Obligations

The Bonds and the interest thereon are special, limited obligations of the Authority, payable solely from certain payments to be made by the University under the Loan Agreement and certain other funds held by the Bond Trustee under the Bond Indenture and not from any other fund or source of the Authority, and are secured under the Bond Indenture and the Loan Agreement as described herein. Payments under the Loan Agreement are designed to be sufficient, together with other funds available for such purpose, to pay when due the principal of, premium, if any, and interest on the Bonds. Pursuant to the Bond Indenture, the Authority will assign to the Bond Trustee, for the benefit and security of the registered owners of the Bonds, substantially all of the rights of the Authority in the Loan Agreement, including all loan payments payable thereunder.

The payments to be made pursuant to the Loan Agreement are general unsecured obligations of the University. The Bonds shall not constitute a debt or liability of the State or of any political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the faith and credit of the State or of any political subdivision thereof. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. The Authority has no taxing power.

### The Loan Agreement

***Loan Payments and Other Payments.*** Under the Loan Agreement, the University is required to make Loan Payments to the Bond Trustee for deposit into the Debt Service Fund in amounts sufficient to pay the principal of and interest on the Bonds when due, and to make certain other payments. The University's obligations to make Loan Payments and to pay other amounts under the Loan Agreement are absolute and unconditional without any abatement or diminution thereof. See "**SUMMARY OF THE LOAN AGREEMENT**" in *Appendix C*.

***Rate Covenant.*** The University agrees to fix, establish, maintain and collect such reasonable rates, fees and charges for the use and services furnished by or through the University as will produce revenues sufficient to (a) pay the costs of the operation and maintenance of the Project and (b) pay the principal of and interest on the Bonds as and when the same become due at the maturity thereof or any interest payment date. See "**SUMMARY OF THE BOND INDENTURE**" and "**SUMMARY OF THE LOAN AGREEMENT**" in *Appendix C*.

## **The Bond Indenture**

Under the Bond Indenture, the Authority will pledge and assign to the Bond Trustee, for the benefit of the Bondowners, all of its rights under the Loan Agreement, including all Loan Payments and other amounts payable under the Loan Agreement (except for certain fees, expenses and advances and any indemnity payments payable to the Authority and any rebate payments payable to the United States government and as otherwise expressly set forth therein) as security for the payment of the principal of and interest on the Bonds. See “**SUMMARY OF THE BOND INDENTURE**” in *Appendix C*.

## **Enforceability**

The remedies available upon an event of default under the Loan Agreement or the Bond Indenture will, in many respects, be dependent upon judicial actions that are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions including specifically Title 11 of the United States Code, the remedies specified by the federal bankruptcy code or in the Loan Agreement or the Bond Indenture may not be readily available or may be limited. The various legal opinions to be delivered in connection with the issuance of the Bonds will be qualified as to the enforceability of the various legal instruments by reference to limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

## **THE UNIVERSITY**

The University is a public institution of higher education of the State of Missouri organized under the laws of the State of Missouri, including particularly Chapters 172 and 174 of the Revised Statutes of Missouri, as amended. The University was founded in 1905. It is one of 13 four-year, publicly-supported institutions of higher education in Missouri and is the second largest university in the State. The University is a public, comprehensive metropolitan university system with a statewide mission in public affairs with an enrollment of over 24,000, whose purpose is to develop educated persons while guided by three overarching and enduring commitments to student learning, inclusive excellence and institutional impact. The University’s identity is distinguished by its statewide mission in public affairs, requiring a campus-wide commitment to foster competence and responsibility in the common vocation of citizenship. The academic experience is grounded in a general education curriculum which draws heavily from the liberal arts and sciences. This foundation provides the basis for mastery of disciplinary and professional studies. It also provides essential forums in which students develop the capacity to make well-informed, independent critical judgments about the cultures, values and institutions in society.

The University’s campuses are structured to address the special needs of the urban and rural populations they serve. Missouri State University-Springfield is a selective admissions, graduate level teaching and research institution. Missouri State University-West Plains is an open admissions campus serving seven counties in south central Missouri. Missouri State University-Mountain Grove serves Missouri’s fruit industry through operation of the State Fruit Experiment Station. The “Extended Campus” provides anytime, anyplace learning opportunities through telecourses, Internet-based instruction and its interactive video network. The University also operates various other special facilities, such as the Darr Agricultural Center in southwest Springfield, the Jordan Valley Innovation Center in downtown Springfield, the Bull Shoals Field Station near Forsyth, Baker’s Acres and Observatory near Marshfield, the Missouri State University Graduate Center in Joplin and a branch campus at Liaoning Normal University in Dalian, China. In addition, the University has the operations and program offerings of one entire academic department, its Department of Defense and Strategic Studies, located near Washington, D.C., in Fairfax, Virginia.

In Fall 2014, the University had enrollment of more than 24,000 students from all 50 states, the District of Columbia and 85 countries. See “**APPENDIX A: MISSOURI STATE UNIVERSITY - ORGANIZATION, OPERATIONS AND FINANCIAL INFORMATION.**”





**DEBT SERVICE REQUIREMENTS\***

The following table sets forth the annual amounts required to pay scheduled principal, including mandatory sinking fund payments, and interest on the Bonds during each fiscal year of the University.

<u>Fiscal Year</u>	<u>Series 2015 Bonds</u>		
<u>Ending June 30</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2015			
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
Total	\$	\$	\$

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\* Preliminary, subject to change.

## **BONDOWNERS' RISKS**

*The following is a discussion of certain risks that could affect payments to be made by the University with respect to the Bonds. Such discussion is not, and is not intended to be, exhaustive and should not be considered as a complete description of all risks that could affect such payments. Prospective purchasers of the Bonds should analyze carefully all the information contained in this Official Statement, including the Appendices hereto, and additional information in the form of the complete documents summarized herein and in the Appendices hereto, copies of which are available as described herein.*

### **General**

The Bonds are special, limited obligations of the Authority payable solely from payments to be made by the University pursuant to the Loan Agreement and certain other funds held by the Bond Trustee under the Bond Indenture. No representation or assurance can be given that the University will realize revenues in amounts sufficient to make such payments under the Loan Agreement with respect to the Bonds. The realization of future revenues is dependent upon, among other things, student enrollment, governmental regulations, the capabilities of the management of the University and future changes in economic and other conditions that are unpredictable and cannot be determined at this time.

### **Withholdings of and Shortfalls in State Appropriations**

Article IV, Section 27 of the Missouri Constitution authorizes the Governor to control the rate at which any appropriation is expended during the period of the appropriation by allotment or other means. This section also authorizes the Governor to reduce the expenditures of the State or any of its agencies below their appropriations whenever the actual revenues are less than the revenue estimates upon which the appropriations were based. The normal Governor's reserve from appropriated funds is 3%, and the University budgets with the expectation that the actual funds received by the University will always be 3% less than the amount appropriated due to the withholding of the normal Governor's reserve. The effect of the withholdings in any year is to reduce the State's overall budget.

State appropriations to the University generally decreased in fiscal years 2009 through 2013 due to overall declines in the economy and corresponding declines in State tax revenues, coupled with increases in State spending in other areas. In exchange for more moderate reductions in State operating support, public universities in Missouri agreed to freeze in-state undergraduate tuition in fiscal year 2011. Missouri law currently limits annual tuition and required fee increases to a rate no greater than the consumer price index. If tuition and fees are increased by more than the consumer price index, the University could be subject to a penalty of up to 5% of the current year State operating appropriation, unless a waiver is granted by the Commissioner of the Missouri Department of Higher Education.

The University may receive less in State appropriations in future years due to future State revenue shortfalls, increased spending pressures for the State in other areas, or a combination of the two. In addition, the Governor may exercise his discretionary withholding authority in excess of the customary 3% to respond to these and other contingencies.

### **Enrollment**

Demographic data for Missouri high school and middle school enrollment reflect an expectation that overall higher education enrollment in the State may decline in coming years. A significant decrease in the University's enrollment could adversely affect the University's financial position and results of operations of the University.

## **Financial Aid**

A significant percentage of the University's undergraduate and graduate students receive financial support in the form of federally supported loans and scholarships and grants from the University. There can be no assurance that the amount of federally supported loans will remain stable or increase in the future. If the amount of such loans decreases in the future, there can be no assurance that the University will be able to increase the amount of financial aid provided by it. Any change in the availability of financial aid could adversely affect the University's enrollment.

There is a growing belief among students and families that the level of student loan indebtedness is not sustainable. Economic factors, including job and wage prospects, have significantly affected perceptions of student loan indebtedness in recent years. Accordingly, even if the availability of financial aid in the form of student loans increases in future years, students and their families may resist increased debt levels, which could directly affect the ability of the University to set tuition and fees at levels that correspond with the increasing costs of the University.

## **Challenges Associated with Certain Trends in Higher Education**

The University regularly monitors and assesses the impact on the University of numerous trends in higher education, including the needs of non-traditional students (e.g., older, working students attending college part time), the financial costs of higher education for traditional and non-traditional students, increased competition from non-traditional sources, and the increasing compliance, regulatory and personnel costs of higher education. The University devotes substantial resources to addressing trends in higher education, and anticipates that it will continue to devote substantial resources to monitor and address trends in higher education. For example, compliance costs related primarily to initiatives of the U.S. Department of Education are increasing and likely to continue to increase. Likewise, many nonprofit, for profit and governmental institutions of higher education are developing and commercializing internet based education programs and classes, including widely publicized massive open online courses (MOOCs). The impacts of these initiatives are unknown at this time, but have the potential to affect the delivery of higher education in dramatic ways. The University is evaluating and responding to these trends in a number of ways, but cannot predict how these trends may develop, their impact on the University, the effectiveness of current University responses to these trends, or the ability of the University to respond in the future in a timely manner.

## **Sequestration and Interest Subsidy Payment Loss**

The University has designated two series of bonds (one issued by the Authority in the outstanding principal amount of \$8,235,000 and one issued by the University payable from the net revenues of the Auxiliary Enterprise System in the outstanding principal amount of \$20,565,000) as Build America Bonds for the purposes of receiving interest subsidy payments. Receipt of the interest subsidy payments is subject to the University filing an IRS Form 8038-CP and compliance with certain tax requirements relating to the Series 2010B Bonds and the use of the facilities financed with the proceeds thereof. The failure by the University to file Form 8038-CP or to comply fully with those tax requirements could reduce or eliminate the amount of interest subsidy payments paid to the University. The interest subsidy payments were expected to be 35% of the interest expense on these Build America Bonds (or approximately \$\_\_\_\_\_ in fiscal 2013 and 2014), but were reduced in fiscal 2013 and 2014 as a result of the federal sequestration. Federal sequestration has resulted in an announced 7.3% reduction in interest subsidy payments for the federal fiscal year ending September 30, 2015 (compared to the 8.7% and 7.2% reductions in interest subsidy payments for the federal fiscal years ended September 30, 2013 and September 30, 2014, respectively). Sequestration or other Congressional action could further reduce or eliminate the expected interest subsidy payments in future years.

## **Environmental Matters**

Compliance with environmental legislation and regulations, and related administrative and

enforcement actions involving environmental controls, increase the operating costs and capital costs of the University. The University regularly generates hazardous wastes in most of its laboratories (chemistry, biology, geology, physics and research labs) and also generates hazardous wastes in conjunction with its art, graphics, photography developing and printing classes and activities. While the University has had incidents that violate certain federal and State regulations regarding the storage, monitoring or licensing of those hazardous wastes, those incidents have been immaterial to the ongoing operations of the University. The University can make no assurance, however, that no violations or accidents will occur in the future and that those occurrences will not be material or more serious in nature.

The University is likely to continue to have substantial expenses associated with these compliance efforts. Additionally, the University may experience future regulatory actions associated with spills or contamination from hazardous materials and wastes used or generated by the University. Any future contaminations or violations may involve substantially more management time and expenses than the recent experiences of the University.

### **Reliance on JQH Arena Support Payments**

The John Q. Hammons Trust is making support payments to the University (through the Foundation) in an amount equal to approximately 47.5% of the annual debt service on \$48,900,000 outstanding principal amount of Auxiliary System Revenue Bonds that were issued to refinance the construction of JQH Arena. In fiscal year 2014, the payment from the John Q. Hammons Trust to the University with respect to those bonds was approximately \$1,900,000. In Spring 2015, the University, the Foundation and the John Q. Hammons Trust entered into an amendment to the gift agreement pursuant to which the John Q. Hammons Trust agreed to make payments equal to approximately 47.5% of the annual debt service on the refunding bonds. While the support payments are revenues of the University's Auxiliary Enterprise System and are pledged to secure the payment of the outstanding Auxiliary Enterprise System revenue bonds, the failure to receive cash contributions on the schedule presently anticipated by the University could have a material impact on the overall revenues of the University.

John Q. Hammons died on May 26, 2013. The University believes that substantially all of the assets of John Q. Hammons at the time of his death were held by the John Q. Hammons Trust, which became irrevocable at death. The assets of the John Q. Hammons Trust reportedly consist of investments in various hotels, parcels of undeveloped land and miscellaneous partnership and corporate equities. There are public reports of lawsuits filed against the John Q. Hammons Trust and its affiliates seeking, among other things, acceleration and repayment of certain loans totaling well in excess of \$100,000,000 and enforcement of a right of first refusal agreement. The John Q. Hammons Trust and affiliated entities have filed numerous counterclaims against the litigants and certain of the lawsuits have been dismissed. The University is not privy to the business, legal or financial affairs of the John Q. Hammons Trust or the many business enterprises it holds. The University cannot speculate on the outcome of any litigation or the financial condition of the John Q. Hammons Trust. The University is obligated to make payments on the Auxiliary System Revenue bonds from the net revenues of the Auxiliary Enterprise System irrespective of the timing or amount of any payment made by the John Q. Hammons Trust to the Foundation under the gift agreement.

### **Increasing Operating Costs**

The University has experienced and expects to continue to experience increasing operating costs in a number of areas, including particularly health insurance costs and retirement benefit costs. In particular, personnel costs, including health insurance and other benefit costs, are rising at a rate faster than inflation. Employee-related costs and benefits are the largest costs of the University. Future increases in costs, particularly employee benefit costs, will directly affect the net revenues of the University available to pay debt service on the Bonds. See "**FINANCIAL INFORMATION – Pension Liabilities**" in *Appendix A*.

## Construction Cost Overruns

The University may experience construction cost overruns beyond the normal construction contingencies built into the estimated Project costs. Any excess costs exceeding the Project costs funded with Bond proceeds would be at the expense of the University. While the University expects to enter into a binding agreement with the general contractors for the construction of the Glass Hall addition and renovation (which constitute substantially all of the Project), (i) any guaranteed maximum price in such contracts will not cover all contingencies, (ii) certain Project costs are not subject to such contracts, and (iii) a number of contingencies could occur that would expose the University to additional costs for the Project, which would have to be paid from funds of the University other than Bond proceeds.

## Other Factors Affecting the Operations of the University

One or more of the following factors or events, or the occurrence of other unanticipated factors or events, could adversely affect the University's operations and financial performance to an extent that cannot be determined at this time:

1. ***Changes in Management.*** The success of the University is highly dependent upon the vision and leadership of its President. Clifton M. Smart, III was named interim president on June 27, 2011 and served in that role until he was named the 11<sup>th</sup> president of the University on October 16, 2012. The University could experience administrative or operational challenges in the future if there is a change in the executive management of the University, particularly in the office of the President. See **“GOVERNANCE AND ADMINISTRATION – Administration”** in **Appendix A.**

2. ***Future Economic Conditions.*** Adverse economic conditions or changes in demographics in the service area of the University could increase the proportion of students who are seeking financial aid; an inability to control expenses in periods of inflation and difficulties in increasing tuition and other fees could affect the quality of educational services.

3. ***Tuition Increases.*** In the past, increases in tuition and related student fees have been necessary to offset partially the increasing costs of the University and lower State appropriations and have been effected without adversely affecting enrollment. Future efforts, however, to increase tuition and student fees could adversely affect enrollment and thereby net revenues of the University.

4. ***Gifts, Grants and Bequests.*** Any decrease in the annual gifts, bequests and grants to the University could adversely affect the financial condition of the University and result in the need to increase tuition or reduce services, either of which could adversely affect enrollment.

5. ***Organized Labor Efforts.*** Efforts to organize employees of the University into collective bargaining units could result in adverse labor actions or increased labor costs. The University has agreements with two unions, which covers approximately 180 employees of the University, each of which is scheduled to expire on June 30, 2015. The University does not anticipate any difficulties in renewing those agreements, but there can be no assurance that increased costs or labor issues will not result from the contract negotiations. While the two union agreements have provisions that preclude strikes by union employees or lock-outs of union employees by the University, the University cannot assure that those contract provisions will be honored by the unions or the covered employees. See **“OPERATIONS – Faculty and Staff”** in **Appendix A.**

6. ***Natural Disasters.*** The occurrence of natural disasters, such as floods, tornados or droughts, could damage the facilities of the University, interrupt services or otherwise impair operations. Most of the University's primary facilities are located on an approximately 210-acre campus in Springfield, Missouri, making those facilities subject to one significant natural disaster, such as the spring 2011 tornado in Joplin, Missouri. The University maintains business interruption insurance to help protect it against certain losses in the event of a natural disaster.

## **Tax-Exempt Status of the Bonds**

The failure of the University to comply with certain covenants relating to the Bonds could cause the interest on the Bonds to become includable in federal gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The Bond Indenture does not provide for the payment of any additional interest or penalty if the interest on the Bonds becomes includable in gross income for federal income tax purposes. The IRS has recently invested substantially more resources in audits of tax-exempt bonds. The Bonds may, from time to time, be subject to audits by the IRS. An IRS examination of the Bonds may adversely affect the marketability and market value of the Bonds in the secondary market. See “**TAX MATTERS.**”

## **LITIGATION**

### **The Authority**

There is not now pending or, to the knowledge of the Authority, threatened, against the Authority any litigation which seeks to restrain or enjoin the issuance or delivery of the Bonds, or questioning or affecting the validity of the Bonds or the proceedings or authority under which the Bonds are to be issued.

There is not now pending or, to the knowledge of the Authority, threatened, any litigation against the Authority which in any manner questions the right of the Authority to enter into the Bond Indenture or the Loan Agreement or to secure the Bonds in the manner provided in the Bond Indenture and the Act.

### **The University**

There is not now pending or, to the knowledge of the University, threatened any litigation restraining or enjoining the execution or delivery of the Loan Agreement, or questioning or affecting the validity of the Loan Agreement, or the proceedings or authority under which the Loan Agreement is to be executed and delivered. Neither the creation, organization or existence of the University, nor the title of any of the present members of the Board of Governors of the University to their respective offices is being contested. There is no litigation pending or, to the University's knowledge, threatened, which in any manner questions the right of the University to enter into the Loan Agreement. See “**FINANCIAL INFORMATION – Litigation**” in *Appendix A* for a discussion of general litigation and claims against the University.

## **LEGAL MATTERS**

Certain legal matters incident to the authorization and issuance of the Bonds are subject to the approval of Gilmore & Bell, P.C., Kansas City, Missouri, Bond Counsel. Certain legal matters will be passed upon for the Authority by its counsel, Thompson Coburn LLP, St. Louis, Missouri and for the University by its General Counsel, Rachael M. Dockery, Esq. Certain legal matters will be passed upon for the Underwriters by their counsel, Quarles & Brady LLP, Milwaukee, Wisconsin.

## **TAX MATTERS**

The following is a summary of the material federal and State of Missouri income tax consequences of holding and disposing of the Bonds. This summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not discuss all aspects of federal income taxation that may be relevant to investors in light of their

personal investment circumstances or describe the tax consequences to certain types of owners subject to special treatment under the federal income tax laws (for example, dealers in securities or other persons who do not hold the Bonds as a capital asset, tax-exempt organizations, individual retirement accounts and other tax deferred accounts, and foreign taxpayers), and, except for the income tax laws of the State of Missouri, does not discuss the consequences to an owner under any state, local or foreign tax laws. The summary does not deal with the tax treatment of persons who purchase the Bonds in the secondary market. Prospective investors are advised to consult their own tax advisors regarding federal, state, local and other tax considerations of holding and disposing of the Bonds. The form of opinion of Bond Counsel is attached as *Appendix D* to this Official Statement.

### **Opinion of Bond Counsel**

In the opinion of Gilmore & Bell, P.C., Bond Counsel, under the law existing as of the issue date of the Bonds:

***Federal and State of Missouri Tax Exemption.*** The interest on the Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes and is exempt from income taxation by the State of Missouri.

***Alternative Minimum Tax.*** Interest on the Bonds is not an item of tax preference for purposes of computing the federal alternative minimum tax imposed on individuals and corporations, but is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations.

***Bank Qualification.*** The Bonds have not been designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code.

Bond Counsel’s opinion is provided as of the date of the original issue of the Bonds, subject to the condition that the Authority and the University comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Authority and the University have covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. Bond Counsel is expressing no opinion regarding other federal, state or local tax consequences arising with respect to the Bonds but has reviewed the discussion under the heading “TAX MATTERS.”

### **Other Tax Consequences**

***Original Issue Discount.*** For federal income tax purposes, original issue discount (“OID”) is the excess of the stated redemption price at maturity of a Bond over its issue price. The issue price of a Bond is the first price at which a substantial amount of the Bonds of that maturity have been sold (ignoring sales to bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents, or wholesalers). Under Section 1288 of the Code, OID on tax-exempt bonds accrues on a compound basis. The amount of OID that accrues to an owner of a Bond during any accrual period generally equals (1) the issue price of that Bond, plus the amount of OID accrued in all prior accrual periods, multiplied by (2) the yield to maturity on that Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (3) any interest payable on that Bond during that accrual period. The amount of OID accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes, and will increase the owner’s tax basis in that Bond. Prospective investors should consult their own tax advisors concerning the calculation and accrual of OID.

***Original Issue Premium.*** If a Bond is issued at a price that exceeds the stated redemption price at



maturity of the Bond, the excess of the purchase price over the stated redemption price at maturity constitutes “premium” on that Bond. Under Section 171 of the Code, the purchaser of that Bond must amortize the premium over the term of the Bond using constant yield principles, based on the purchaser’s yield to maturity. As premium is amortized, the owner’s basis in the Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner. This will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of the Bond prior to its maturity. Even though the owner’s basis is reduced, no federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of bond premium.

***Sale, Exchange or Retirement of Bonds.*** Upon the sale, exchange or retirement (including redemption) of a Bond, an owner of the Bond generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property received on the sale, exchange or retirement of the Bond (other than in respect of accrued and unpaid interest) and such owner’s adjusted tax basis in the Bond. To the extent a Bond is held as a capital asset, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the Bond has been held for more than 12 months at the time of sale, exchange or retirement.

***Reporting Requirements.*** In general, information reporting requirements will apply to certain payments of principal, interest and premium paid on the Bonds, and to the proceeds paid on the sale of the Bonds, other than certain exempt recipients (such as corporations and foreign entities). A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or other exempt status or fails to report in full dividend and interest income. The amount of any backup withholding from a payment to an owner will be allowed as a credit against the owner’s federal income tax liability.

***Collateral Federal Income Tax Consequences.*** Prospective purchasers of the Bonds should be aware that ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with “excess net passive income,” foreign corporations subject to the branch profits tax, life insurance companies, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Bonds. Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of Bonds should consult their tax advisors as to the applicability of these tax consequences and other federal income tax consequences of the purchase, ownership and disposition of the Bonds, including the possible application of state, local, foreign and other tax laws.

## FINANCIAL STATEMENTS

Audited financial statements of the University, as of and for the fiscal years ended June 30, 2013 and 2012, are included as ***Appendix B*** to this Official Statement. These financial statements have been audited by BKD, LLP, independent auditors, to the extent and for the periods indicated in their report, which is also included in ***Appendix B***. Certain summary financial information for the University for the three fiscal years ended June 30, 2013, is set forth in ***Appendix A***. The University did not request BKD, LLP to perform any updating procedures subsequent to the date of its audit report on the June 30, 2014 financial statements.

## CONTINUING DISCLOSURE

The University and U.S. Bank National Association as dissemination agent (the “Dissemination Agent”), are entering into the Continuing Disclosure Agreement for the benefit of the Owners and Beneficial Owners of the Bonds and in order to assist the Underwriters in complying with Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”).

Pursuant to the Continuing Disclosure Agreement, the University will, or will cause the Dissemination Agent to, not later than **180** days after the end of the University’s fiscal year, provide to the Municipal Securities Rulemaking Board (the “MSRB”) through the Electronic Municipal Market Access system (“EMMA”) the following financial information and operating data (the “Annual Report”):

- (1) The audited financial statements of the University for the prior fiscal year, beginning with the fiscal year ended June 30, 2015, prepared in accordance with accounting principles generally accepted in the United States of America. If audited financial statements of the University are not available by the time the Annual Report is required to be filed, the Annual Report may contain unaudited financial statements in a format similar to the financial statements contained in this Official Statement, and the audited financial statements will be filed in the same manner as the Annual Report promptly after they become available.
- (2) Updates as of the end of the fiscal year, beginning with the fiscal year ended June 30, 2015, of the following financial information and operating data contained in *Appendix A* to this Official Statement in substantially the same format:
  - (i) OPERATIONS - History of Student Enrollment.
  - (ii) OPERATIONS - Enrollment Profile.

Pursuant to the Continuing Disclosure Agreement, the University also will give, or cause the Dissemination Agent to give, notice of the occurrence of any of the following events with respect to the Bonds (“Material Events”):

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions; the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) modifications to rights of bondholders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the University;
- (13) the consummation of a merger, consolidation, or acquisition involving the University or the sale of all or substantially all of the assets of the University, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) appointment of a successor or additional trustee or the change of name of the trustee, if material.

If the Dissemination Agent has been instructed by the University to report the occurrence of a Material Event, the Dissemination Agent will promptly file a notice of such occurrence, but no later than 10 business days after the occurrence, with the Municipal Securities Rulemaking Board with a copy to the University.

The Dissemination Agent has agreed to report failure of the University to file an Annual Report with the MSRB for any fiscal year by the deadline for the filing prescribed above.

The University may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under the Continuing Disclosure Agreement, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the University pursuant to the Continuing Disclosure Agreement. The initial Dissemination Agent is U.S. Bank National Association.

Notwithstanding any other provision of the Continuing Disclosure Agreement, the University and the Dissemination Agent may amend the Continuing Disclosure Agreement (and the Dissemination Agent shall agree to any amendment so requested by the University) and any provision of the Continuing Disclosure Agreement may be waived, provided Bond Counsel or other counsel experienced in federal securities law matters provides the Dissemination Agent with its opinion that the undertaking of the University, as so amended or after giving effect to such waiver, is in compliance with the Rule and all current amendments thereto and interpretations thereof that are applicable to the Continuing Disclosure Agreement.

All Annual Reports and notices of Material Events required to be filed by the University or the Dissemination Agent under the Continuing Disclosure Agreement must be submitted to the MSRB through EMMA. EMMA is an internet-based, online portal for free investor access to municipal bond information, including offering documents, material event notices, real-time municipal securities trade prices and MSRB education resources, available at [www.emma.msrb.org](http://www.emma.msrb.org). Nothing contained on EMMA relating to the University, the Bonds or any other obligations of the University is incorporated by reference in this Official Statement.

The University has entered into agreements similar to the Continuing Disclosure Agreement in connection with the issuance of certain indebtedness of the University. The University believes it has complied in all material respects with those agreements. The University timely provided its Annual Report to the applicable dissemination agent for each outstanding series of bonds in each of the past five years and an Annual Report for each applicable year was timely posted on EMMA. Certain previous dissemination agents, however, failed to timely file both components of the Annual Report in certain years, meaning the full Annual Report for each applicable year was not linked to all outstanding bond issues on EMMA. The University subsequently caused its dissemination agents to remedy the past omitted filings and designated U.S. Bank National Association as dissemination agent under all of its continuing disclosure agreements. The University has filed an expanded Summary of Revenues and Expenses of the Auxiliary Enterprise System for the past five years to supplement the summary included in the Annual Reports previously filed on EMMA. The University did not separately file notice on EMMA of two rating changes affecting one series of the University's Auxiliary Enterprise System Revenue Bonds. One such change was related to a rating agency's recalibration of its municipal rating scale which affected all municipal issues rated by that agency and did not reflect a change in the rating agency's views about the credit quality of the University. The other rating change for which notice was not separately filed was a rating upgrade in advance of a new issuance of revenue bonds by the University in 2010 that was reflected in the preliminary official statement for those 2010 bonds disseminated to the public less than 10 business days after the upgrade. The official statement for those 2010 bonds was subsequently posted on EMMA.

The Authority has determined that no financial or operating data concerning the Authority is material to an evaluation of the offering of the Bonds or to any decision to purchase, hold or sell the Bonds and the

Authority will not provide any such information. The University has undertaken all responsibilities for any continuing disclosure to Bondowners as described above, and the Authority shall have no liability to the owners of the Bonds or any other person with respect to the Rule.

### **UNDERWRITING**

The Underwriters shown on the cover page hereof have agreed, subject to certain conditions, to purchase the Bonds from the Authority at a price of \$\_\_\_\_\_ (which gives effect to the Underwriters' discount of \$\_\_\_\_\_). The Underwriters are purchasing the Bonds from the Authority for resale in the normal course of the Underwriters' business activities. The Underwriters reserve the right to offer any of the Bonds to one or more purchasers on such terms and conditions and at such price or prices as the Underwriters, in their discretion, shall determine.

### **BOND RATINGS**

Moody's Investors Service, Inc. and Standard & Poor's Ratings Services have assigned the University a long-term rating of "A1" and "A+," respectively, which reflects the rating agencies' evaluation of the investment quality of the University, without regard to any issuance of a bond insurance policy or any other credit enhancement.

These ratings reflect only the views of these organizations and any desired explanation of the significance of such ratings should be obtained from the rating agency furnishing the same. Generally, a rating agency bases its rating on the information and material furnished to it and on investigations, studies and assumptions of its own. There is no assurance these ratings will continue for any given period of time or that these ratings will not be revised downward or withdrawn entirely by the rating agencies, if in the judgment of that ratings agency, circumstances so warrant. Any such downward revision or withdrawal of the ratings may have an adverse effect on the market price of the Bonds.

### **CERTAIN RELATIONSHIPS**

Thompson Coburn LLP, St. Louis, Missouri, general counsel to the Authority, has represented the Authority in connection with the issuance of the Bonds. Thompson Coburn LLP also represents certain of the Underwriters and the Bond Trustee from time to time but has not done so in connection with the issuance of the Bonds. Bond Counsel has also represented certain of the Underwriters from time to time but has not done so in connection with the issuance of the Bonds.

### **MISCELLANEOUS**

Information set forth in this Official Statement has been furnished or reviewed by certain officials of the University, certified public accountants, and other sources, as referred to herein, which are believed to be reliable. Any statements made in this Official Statement involving matters of opinion, estimates or projections, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates or projections will be realized. The descriptions contained in this Official Statement of the Bonds, the Bond Indenture, the Loan Agreement and the Continuing Disclosure Agreement do not purport to be complete and are qualified in their entirety by reference thereto.

The form of this Official Statement, and its distribution and use by the Underwriters, have been approved by the University. Neither the University nor any of its officers, directors or employees, in either their official or personal capacities, has made any warranties, representations or guarantees regarding the financial condition of the University or the University's ability to make payments required of it; and further, neither the University nor its officers, directors or employees assumes any duties, responsibilities or obligations in relation to the issuance of the Bonds other than those either expressly or by fair implication imposed on the University by the Bond Indenture.

**MISSOURI STATE UNIVERSITY**

By: \_\_\_\_\_  
Chair, Board of Governors

**APPENDIX A**

**MISSOURI STATE UNIVERSITY --**  
**ORGANIZATION, OPERATIONS AND FINANCIAL INFORMATION**

**APPENDIX B**

**INDEPENDENT AUDITOR'S REPORT  
AND AUDITED FINANCIAL STATEMENTS**

**APPENDIX C**  
**CERTAIN DEFINITIONS AND DOCUMENT SUMMARIES**



**APPENDIX D**  
**FORM OF OPINION OF BOND COUNSEL**

August \_\_, 2015

Health and Educational Facilities Authority  
of the State of Missouri  
Chesterfield, Missouri

U.S. Bank National Association  
St. Louis, Missouri,  
Bond Trustee

Board of Governors of Missouri State  
University  
Springfield, Missouri

Edward D. Jones & Co., L.P.,  
St. Louis, Missouri,  
as Representative

Re: \$\_\_\_\_\_ principal amount of the Health and Educational Facilities Authority of the State of Missouri Educational Facilities Revenue Bonds (Missouri State University), Series 2015

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Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by the Health and Educational Facilities Authority of the State of Missouri (the "Authority") of the above-captioned bonds (the "Bonds"), pursuant to the Missouri Health and Educational Facilities Authority Act, Chapter 360 of the Revised Statutes of Missouri, as amended (the "MoHEFA Act"), and a Bond Trust Indenture (the "Bond Indenture"), between the Authority and U.S. Bank National Association, as trustee (the "Bond Trustee"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Bond Indenture.

We have examined the law and such certified proceedings and other documents as we deem necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon representations of the Authority and Missouri State University (the "University") contained in the Loan Agreement and the other Transaction Documents and the certified proceedings and other certifications of public officials and others furnished to us, without undertaking to verify the same by independent investigation.

Based on and subject to the foregoing, we are of the opinion, under existing law, as follows:

1. The Authority is validly existing as a body corporate and politic and public instrumentality under the laws of the State of Missouri (the "State"), including particularly the MoHEFA

Act, with lawful power and authority to issue the Bonds and to enter into and perform its obligations under the Bond Indenture, the Loan Agreement and the Tax Compliance Agreement.

2. The Bonds have been duly authorized, executed and delivered by the Authority and are valid and legally binding special, limited obligations of the Authority.

3. The Bonds are payable solely from the Trust Estate and other funds held by the Bond Trustee and pledged under the Bond Indenture as security for the Bonds. The Bonds do not constitute an indebtedness of the State or of any political subdivision of the State within the meaning of any constitutional or statutory provision or limitation and do not constitute a pledge of the full faith and credit of the State or of any political subdivision of the State. The issuance of the Bonds will not, directly, indirectly or contingently, obligate the State or any political subdivision of the State to levy any form of taxation therefor or to make any appropriation for the payment of the Bonds.

4. The Bond Indenture, the Loan Agreement and the Tax Compliance Agreement have been duly authorized, executed and delivered by the Authority and are valid and legally binding agreements of the Authority enforceable against the Authority. The Bond Indenture creates a valid lien on the Trust Estate pledged and assigned by the Authority to the Bond Trustee under the Bond Indenture for the benefit and security of the owners of the Bonds.

5. The interest on the Bonds (including any original issue discount properly allocable to an owner thereof) (i) is excludable from gross income for federal income tax purposes and (ii) is not an item of tax preference for purposes of computing the federal alternative minimum tax imposed on individuals and corporations, but is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations. The opinions set forth in this paragraph are subject to the condition that the Authority and the University comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Authority and the University have covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the interest on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The Bonds have not been designated as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code.

6. The interest on the Bonds is exempt from income taxation by the State.

We express no opinion regarding (a) the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Bonds (except to the extent, if any, stated in the Official Statement), (b) the perfection or priority of the lien on the Trust Estate pledged under the Bond Indenture, or (c) federal or state tax consequences arising with respect to the Bonds, other than as expressly set forth in this opinion.

The rights of the owners of the Bonds and the enforceability of the Bonds, the Bond Indenture, the Loan Agreement and the Tax Compliance Agreement may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights generally and by equitable principles, whether considered at law or in equity.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion.

Very truly yours,

**APPENDIX A**

**MISSOURI STATE UNIVERSITY**  
**ORGANIZATION, OPERATIONS AND FINANCIAL INFORMATION**

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**MISSOURI STATE UNIVERSITY**  
**ORGANIZATION, OPERATIONS AND FINANCIAL INFORMATION**

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**ORGANIZATION, HISTORY AND BACKGROUND**

**The University**

The University is a public institution of higher education of the State of Missouri organized under the laws of the State of Missouri, including particularly Chapters 172 and 174 of the Revised Statutes of Missouri, as amended. The University was founded in 1905. It is one of 13 four-year, public-supported institutions of higher education in Missouri and is the second largest university in the State. The University is a public, comprehensive metropolitan university system with a statewide mission in public affairs with an enrollment of over 24,000. Its purpose is to develop educated persons while guided by three overarching and enduring commitments to student learning, inclusive excellence and institutional impact. The University's identity is distinguished by its statewide mission in public affairs, requiring a campus-wide commitment to foster competence and responsibility in the common vocation of citizenship. The academic experience is grounded in a general education curriculum that draws heavily from the liberal arts and sciences. This foundation provides the basis for mastery of disciplinary and professional studies. It also provides essential forums in which students develop the capacity to make well-informed, independent critical judgments about the cultures, values and institutions in society.

The University's campuses are structured to address the special needs of the urban and rural populations they serve. Missouri State University-Springfield is a selective admissions, graduate level teaching and research institution. Missouri State University-West Plains is an open admissions campus serving seven counties in south central Missouri. Missouri State University-Mountain Grove serves Missouri's fruit industry through its operation of the State Fruit Experiment Station. The "Extended Campus" provides anytime, anyplace learning opportunities through telecourses, Internet-based instruction and its interactive video network. The University also operates various other special facilities, such as the Darr Agricultural Center in southwest Springfield, the Jordan Valley Innovation Center in downtown Springfield, the Bull Shoals Field Station near Forsyth, Baker's Acres and Observatory near Marshfield, the Missouri State University Graduate Center in Joplin and a branch campus at Liaoning Normal University in Dalian, China. In addition, the University has the operations and program offerings of one entire academic department, its Department of Defense and Strategic Studies, located near Washington, D.C., in Fairfax, Virginia.

In Fall 2014 the University had enrollment of more than 24,000 students from all 50 states, the District of Columbia and 85 countries.

**Springfield Campus**

The main campus, located in Springfield, Missouri, is a comprehensive, selective admissions campus that offers baccalaureate, master's specialist, and doctoral degrees. The Springfield campus currently offers programs through 44 academic departments organized in six academic colleges and the Darr School of Agriculture. More than 190 academic programs are offered at the undergraduate level, leading to 10 undergraduate degrees. More than 50 programs are offered at the graduate level, leading to 21 graduate degrees. Doctoral degrees are offered in three fields: Audiology, Physical Therapy and Nurse Practitioner. Approximately 22,400 students were enrolled on the Springfield campus in Fall 2014.

## **West Plains Campus**

The West Plains campus, located in West Plains, Missouri, is an open admissions campus specifically structured to meet the needs of a seven-county rural area of south central Missouri. The West Plains campus is mandated by state statute to offer one-year certificates, two-year associate degree programs and credit and noncredit courses.

The West Plains campus has separate accreditation through the Higher Learning Commission of the North Central Association and currently offers 15 associate degrees. The West Plains campus plays an integral role in the successful implementation of the overall system mission, serves as a major feeder for the Springfield campus, and provides a site for the Springfield campus to offer upper level and graduate programs. Approximately 2,200 students were enrolled on the West Plains campus in Fall 2014.

## **Mountain Grove Campus**

The Mountain Grove campus, located in Mountain Grove, Missouri, is designed for research, student education and public service. The William H. Darr School of Agriculture operates the Mountain Grove campus, including the State Fruit Experiment Station, the Center for Grapevine Biotechnology, Mountain Grove Cellars and the Journagan Ranch. The State Fruit Experiment Station is the center for research and advisory education activity on the Mountain Grove campus and has a legislative mandate to generate knowledge through research and to disseminate that knowledge for the economic development of the Missouri fruit industry.

## **China Programs**

In June 2000, the University entered into an agreement with Liaoning Normal University (“LNU”) to establish the Missouri State University Branch Campus on the Campus of LNU in Dalian, China. The Missouri State University Branch Campus was established to provide an opportunity for its Missouri-based students to work towards a degree from the University while gaining the educational and cultural experience that comes from studying in China.

In addition, the University has established a number of academic programs and research partnerships with other universities in Beijing, Dalian, Haikou, Kunming, Qingdao, Shanghai, Shenyang, Xi’an, Yinchuan, Yunnan and Zhengzhou.

## **MSU Foundation**

Missouri State University Foundation (the “Foundation”) is a Missouri nonprofit corporation, exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Foundation’s primary function is to raise and hold funds to support the University and its programs. The board of the Foundation is self-perpetuating and consists of graduates and friends of the University. The Foundation solicits and receives gifts for the University, manages the funds received, and disburses restricted funds in accordance with donor restrictions. Funds are received from many sources that benefit a variety of University departments, programs, capital projects and student scholarships.

The Foundation manages the University’s endowment fund with other Foundation endowment funds, which totaled approximately \$75.9 million as of June 30, 2014 and approximately \$66.8 million as of June 30, 2013.

Although the University does not control the timing or amount of receipts from the Foundation, the majority of the Foundation’s resources and related income are restricted by donors for the benefit of the University. Because these restricted resources held by the Foundation can only be used by, or for the benefit of, the University, the Foundation is considered a component unit of the University and is discretely presented in the University’s financial statements.



During the fiscal years ended June 30, 2014 and 2013, the Foundation provided support to the University of \$12,676,947 and \$10,739,168, respectively, which support included \$1,935,968 and \$1,936,729 of funds contributed by the John Q. Hammons Trust under the Gift Agreement relating to the JQH Arena project. See “**FINANCIAL INFORMATION – JQH Arena Gift Agreement.**”

## GOVERNANCE AND ADMINISTRATION

### Board of Governors

The University is governed by a ten-member Board of Governors that meets approximately seven times per year. The Board of Governors has general control of the management and affairs of the University, and under Missouri law has full power and authority to adopt all rules and regulations for the guidance and supervision of the conduct of students and for management of the University and may do and perform all acts necessary to carry out its purposes. The nine voting members of the Board of Governors are appointed by the Governor with the advice and consent of the Missouri Senate for six-year terms, representing each of Missouri’s eight congressional districts. There is currently a vacancy on the Board. Two appointments are normally made each biennium during a regular session of the General Assembly. There is also a student member, who does not have voting privileges. The officers of the Board of Governors are elected by the Board for two-year terms. The members of the Board of Governors serve in a voluntary capacity and receive no remuneration for service rendered in such capacity. The members of the Board of Governors are as follows:

<u>Name</u>	<u>District</u>	<u>Board Office Now Held</u>	<u>Residence</u>	<u>Occupation</u>	<u>Term<sup>(1)</sup></u>
Stephen B. Hoven	Second	Chair	Ballwin	Businessman	2011-2017
Peter Hofherr	Eighth	Vice Chair	St. James	Businessman	2011-2017
Joe Carmichael	Seventh	Member	Springfield	Attorney	2013-2017
Virginia Fry	Seventh	Member	Springfield	Attorney	2013-2019
Orvin Kimbrough	First	Member	St. Louis	Businessman	2009-2015
Beverly Miller	Fourth	Member	Lebanon	Educator	2012-2015
Kendall Seal	Sixth	Member	Kansas City	Attorney	2013-2019
Carrie Tergin	Third	Member	Jefferson City	Businesswoman	2013-2015
Caleb Doyle <sup>(2)</sup>		Student Member	Barnhart	MSU Student	2014-2015

<sup>(1)</sup> Members whose terms have expired may serve until their successor is appointed.

<sup>(2)</sup> Non-voting student member.

## Administration

The University's Board of Governors has delegated authority for the management and daily operations of the University to the President of the University, who reports directly to the Board of Governors. A Provost (who also serves as Chancellor of the Mountain Grove campus), six Vice Presidents of the University and a Chief Financial Officer report directly to the President. The six line divisions headed by the Vice Presidents reporting directly to the President are Student Affairs, Research and Economic Development and International Programs, Administrative and Information Services, Diversity and Inclusion, Marketing and Communications, and University Advancement. The West Plains campus is headed by a Chancellor, who also reports to the President. Other administrative positions that report directly to the President are the Chief of Staff and Assistant to the President for University Relations, General Counsel, Director of Intercollegiate Athletics and the Executive Director of Athletics and Entertainment Facilities. A Director of Internal Audit reports to the Board of Governors. The Deans of the six academic colleges, the Graduate College, the Dean of Library Services and the Director of the School of Agriculture report to the Provost.

The President and the other principal members of the University's Administrative Council, who are appointed by the Board of Governors or the President, and selected biographical information, are as follows:

<u>Name</u>	<u>Title</u>	<u>Age</u>	<u>Year Joined the University</u>	<u>Education</u>	<u>Prior Employment</u>
Clifton M. Smart, III	President	54	2007	J.D.	General Counsel, Missouri State University
Dr. Frank Einhellig	Provost; Chancellor, Missouri State University – Mountain Grove	76	1992	Ph.D.	Associate Provost and Dean of the Graduate College, Missouri State University
Dr. Dee Siscoe	Vice President for Student Affairs	52	2013	Ed.D.	Interim Vice President for Student Affairs, University of South Florida
Dr. James P. Baker	Vice President for Research and Economic Development and International Programs	66	1993	Ph.D.	Director, Office of Research Administration at Boise State University
Dr. Drew Bennett	Chancellor, Missouri State University – West Plains	59	2007	Ph.D.	Marine Corps Chair, National War College, Washington D.C.
William Brent Dunn	Vice President for University Advancement	53	1985	M.A.	Assistant Director of Athletics for Development/Marketing and Director of Athletics Development, Missouri State University
Ken McClure	Vice President for Administrative and Information Services	64	2006	M.A.	Chief of Staff, Governor of Missouri

<u>Name</u>	<u>Title</u>	<u>Age</u>	<u>Year Joined the University</u>	<u>Education</u>	<u>Prior Employment</u>
Stephen Foucart	Chief Financial Officer	57	2008	M.B.A.	Controller, Missouri State University
Rachael M. Dockery	General Counsel	37	2014	J.D.	Assistant General Counsel, CoxHealth
Dr. Kenneth Coopwood	Vice President for Diversity and Inclusion	50	2011	Ph.D.	Director of Diversity Programming and Assistant to the Chancellor, Indiana University Northwest
Suzanne Shaw	Vice President for Marketing and Communication	54	2014	M.B.A.	Assistant Vice President for Strategic Marketing & Research, Purdue University
Ryan DeBoef	Chief of Staff/Assistant to the President for Governmental Relations	35	2011	J.D.	Legal Counsel, Missouri State University

## **FACILITIES**

The Springfield campus contains 41 educational and general buildings and 18 Auxiliary Enterprise System facilities. The primary campus consists of approximately 210 acres. Instructional and research activities are assigned approximately 22% of the square footage on campus. Student service and academic support activities claim approximately 20% of the assignable square footage on the campus. The University libraries contain over 2.9 million literary units, including approximately 1.75 million books and government documents.

## **OPERATIONS**

### **Academic Programs**

The academic programs of the University are organized into 44 academic departments in six academic colleges, the Darr School of Agriculture and the Graduate College. The six academic colleges are: College of Arts and Letters, College of Business, College of Education, College of Health and Human Services, College of Humanities and Public Affairs, and the College of Natural and Applied Sciences.

Through its array of instructional programs, the University serves the educational needs of students and provides employers throughout the state with educated manpower. The student body consists of undergraduate and graduate students who come from diverse socio-economic, geographic and formative backgrounds. In response to this diversity, the University offers a comprehensive range of programs that offer students career opportunities in professional education, health care, business and economic development, and performing arts. The University offers a breadth of undergraduate and graduate programs, leading to associate, baccalaureate, master's,

specialist and doctorate degrees, as well as certificates. The University has 90 undergraduate majors with 194 options leading to 10 degrees and 12 certificates, and at the graduate level there are over 55 graduate programs with 84 options leading to 21 degrees and 34 graduate certificates. The University offers cooperative degrees with the University of Missouri-Columbia (Ed.D.), University of Missouri-Kansas City (Pharmacy Doctorate) and Missouri University of Science and Technology (B.S., Civil Engineering and B.S., Electrical Engineering).

The West Plains campus is an open admissions campus specifically structured to meet the needs of a seven-county rural area of south-central Missouri. West Plains is mandated by state statute to offer one-year certificates, two-year associate degree programs and credit and noncredit courses. The West Plains campus has separate accreditation through the North Central Association and currently offers 15 associate degrees.

## **Research**

Research is an important function of the University. The University supports both basic and applied research and seeks opportunities for cooperative projects with external organizations when the project supports the University's mission. A special focus of the University's research efforts is those activities that promote economic development.

The scope of research activities at the University includes sponsored research in colleges and research centers, individual faculty research, and the operations of the State Fruit Experiment Station at the Mountain Grove campus. In fiscal years 2014 and 2013, federal contracts and grants, excluding Pell Grants, received by the University totaled \$30.0 million and \$28.4 million, respectively.

In 2007, the U.S. Department of Defense awarded the University a \$12.0 million grant for the renovation of the MFA buildings in downtown Springfield. The University acquired this facility from the City and used the grant money to create the Jordan Valley Innovation Center. The facility houses the University's Center for Applied Science and Engineering and privately-owned advanced research companies in a public-private venture. This facility supports advanced manufacturing in areas such as the development of micro-electromechanical systems for use in chemical and biological sensors, biomaterials research in nanotechnology, medical technology and technical support.

The research programs at the University contribute expertise to improve the quality of life for Missouri citizens and to enhance the State's economic potential. Clientele served through the research programs include local and regional business and industry; city, county, state and federal governments; and public schools. Sponsored research activities include research and advisory programs in fruit science, individualized support for small businesses, and refinement of tools for providing the delivery of elementary and secondary education.

## **Public Service**

The University supports public service activities as an essential function in fulfilling its mission, and encourages the professional staff to contribute its expertise to the overall quality of life and economic development in the region and state. Furthermore, the University recognizes a special obligation as a partner with the local community to serve as a cultural center for southwest Missouri. The University shares the products of its instruction and research programs with Missouri citizens, businesses, and governmental and service agencies through such public service activities as community education, professional consulting, cultural and entertainment events, and civic activities.

## **Accreditations**

The University is accredited to offer baccalaureate, master's, specialists, and selected professional doctorate degrees by the Higher Learning Commission of the North Central Association of Colleges and Schools. The University completed a certification review in the 2007-2008 academic year and received a new 10-year accreditation at that time. In addition, certain University colleges, departments and programs are professionally

accredited, certified or approved by certain professional associations. The University maintains a list of college, department and program accreditation at:  
<https://www.missouristate.edu/provost/ProgramReview/accreditations.htm>

## **Faculty and Staff**

The University is committed to recruiting and retaining a highly qualified and talented faculty committed to teaching, scholarly activity and service. In addition, the University is committed to providing professional development opportunities that further enhance the quality of its faculty.

In fiscal year 2015, the University had 2,083 full-time employees and 1,280 part-time employees. Of these, 733 were full-time employees, who were primarily engaged in instruction or research. The faculty consists of 36% professors, 23% associate professors, 19% assistant professors, and 22% instructors. In fiscal 2015, 77% of the full-time faculty and professional staff held a doctorate. Approximately 60% of the ranked faculty were tenured. Besides the faculty, another 1,350 full-time employees serve in administrative, professional, technical, clerical, skilled crafts and service/maintenance positions. Of the 1,280 part-time employees, nearly 31% were per course faculty.

The University has a Memorandum of Agreement with the International Brotherhood of Electrical Workers (“IBEW”), which recognizes the IBEW as the exclusive bargaining representative for all custodial, grounds and maintenance employees of the University. There are presently approximately 150 full-time employees of the University represented by the IBEW. The University and IBEW confer relative to wages and other conditions of employment for the covered employees. The agreement provides, however, that IBEW agrees that there will be no strike, stoppage, picketing, slowdown, sitdown, refusal to perform work or other interference with operations for any cause. Likewise, the University agrees not to engage in any lockout of union employees. The University has not experienced any strikes, stoppages, picketing, slowdowns or similar actions by the IBEW or covered employees. The University’s agreement with the IBEW expires on June 30, 2015. The University does not anticipate any material issues in negotiating a new Memorandum of Agreement with the IBEW.

The University also has a Memorandum of Agreement with the Teamsters, which recognizes the Teamsters as the exclusive bargaining representative of the public safety officers and the dispatchers. There are presently approximately 30 full-time employees of the University represented by the Teamsters. The University and Teamsters confer relative to wages and other conditions of employment for the covered employees. The agreement provides, however, that Teamsters agree that there will be no strike, stoppage, picketing, slowdown, sitdown, refusal to perform work or other interference with operations for any cause. Likewise, the University agrees not to engage in any lockout of union employees. The University has not experienced any strikes, stoppages, picketing, slowdowns or similar actions by the Teamsters or covered employees. The University’s agreement with the Teamsters expires on June 30, 2015. The University does not anticipate any material issues in negotiating a new Memorandum of Agreement with the Teamsters.

## **Demographics of Student Population**

The University is the second largest four-year higher educational institution in Missouri, with an enrollment in Fall 2014 of 24,009 (census count). The Fall 2014 student population was 20.9% from Greene County, 24.4% from other southwest Missouri counties, 38.7% from other areas in Missouri, and 15.8% from other states and foreign countries. The University’s student mix consists of approximately 85% undergraduate students, with the remaining 15% enrolled in graduate programs. Approximately 28% of students are enrolled part time.

## History of Student Enrollment

The following table sets forth the undergraduate and graduate enrollment of the University for the Fall semester for each of the last five years.

	Fall Semesters - Springfield Campus				
	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Undergraduates					
Entering Freshmen	2,677	2,599	2,566	2,751	2,679
Other Freshmen	808	785	753	718	836
Sophomores	2,932	3,124	3,069	3,082	3,222
Juniors	3,614	3,585	3,726	3,885	3,928
Seniors	5,134	5,170	5,229	5,311	5,512
[Unclassified]	<u>1,994</u>	<u>1,924</u>	<u>2,091</u>	<u>2,280</u>	<u>2,340</u>
Total Undergraduates	<u>17,159</u>	<u>17,187</u>	<u>17,434</u>	<u>18,027</u>	<u>18,517</u>
Graduates					
Degree-Seeking	2,702	2,556	2,692	2,714	2,933
Undeclared	<u>522</u>	<u>533</u>	<u>503</u>	<u>530</u>	<u>366</u>
Total Graduates	3,224	3,089	3,195	3,244	3,299
Total – Springfield Campus	20,383	20,276	20,629	21,271	21,816
Total – West Plains Campus	<u>2,229</u>	<u>2,142</u>	<u>2,102</u>	<u>2,123</u>	<u>2,193</u>
Grand Total	<u>22,612</u>	<u>22,418</u>	<u>22,731</u>	<u>23,394</u>	<u>24,009</u>

**Enrollment Profile**

The following table sets forth for the University’s Springfield campus, the first-time undergraduate applications for admission, matriculation rate (the percentage of those students who enroll as compared to the total number that apply for admission), the attrition rate (the percentage of all eligible degree-seeking first-time undergraduate students who did not return the following year), and the average ACT composite score of first-time undergraduate students enrolled at the University’s Springfield campus for the last five academic years.

<u>Year</u>	<u>Applications For Admission</u>	<u>Acceptance Rate</u>	<u>Matriculation Rate</u>	<u>Attrition Rate</u>	<u>Average ACT Composite Score</u>
2010-11	7,664	77.3	34.9	27.0	24.1
2011-12	7,072	83.1	36.7	25.0	24.1
2012-13	7,342	83.0	35.0	24.8	23.8
2013-14	7,464	85.3	36.9	24.8	23.9
2014-15	8,044	85.0	34.8	23.4	24.4

The following table sets forth for transfer undergraduates and graduate students at the University’s Springfield campus the applications for admission, number of actual students enrolled and matriculation rate for the last five school years.

<u>Year</u>	<u>Applications For Admission</u>	<u>No. of Actual Enrollments</u>	<u>Matriculation Rate</u>
<b>Transfer Undergraduate</b>			
2010-11	2,646	1,605	60.7%
2011-12	2,512	1,643	65.4
2012-13	2,521	1,575	62.5
2013-14	2,539	1,699	66.9
2014-15	2,851	1,707	59.8
<b>Graduate</b>			
2010-11	1,093	626	57.3
2011-12	1,202	689	57.3
2012-13	1,453	912	62.8
2013-14	2,106	902	42.8
2014-15	1,704	1,120	65.7

## **Auxiliary Enterprise System**

The University owns and operates a revenue producing system of residential, dining, social, recreational, athletic, health and parking facilities, which serve the University and its students (the “Auxiliary Enterprise System”). The Auxiliary Enterprise System presently consists of the residential, dining, social, recreational, athletic, health and parking facilities described below.

*Housing Facilities:* 11 residence halls, with an academic year 2015-2016 capacity of approximately 4,000, four dining facilities including the Student Union Building, all located on the University’s main campus in Springfield, Missouri.

*Parking Facilities:* All facilities and equipment for the parking of vehicles and the movement of passengers around campus via shuttle buses, including two multi-level, park-and-ride garages and bus terminals, with over 2,000 stalls and waiting and loading areas, approximately 6,000 surface and metered parking spaces and a system of shuttle buses.

*Recreational and Athletic Facilities:* JQH Arena, the Hammons Student Center, the Robert W. Plaster Stadium, the Bill R. Foster and Family Recreation Center, the Betty and Bobby Allison Recreation Fields and the athletic venues of the University. The University’s athletic programs compete in the NCAA Division I, including the University’s football team which competes in the NCAA Division I Football Championship Subdivision. The University transfers funds annually from its General Operating Fund to supplement the operation of the Intercollegiate Athletic Fund.

*Health Facilities:* The Taylor Health and Wellness Center facility located on the University’s Springfield campus. The Taylor Health Center provides services including: routine/preventative care, diagnosis, treatment for illness/injury, pharmacy, laboratory, x-ray and health education/wellness programs to students and their spouses, and University employees and their spouses and eligible dependents.

The Auxiliary Enterprise System also includes the University’s Bookstore and certain auxiliary operations at the University’s West Plains campus.

The Board of Governors of the University may exclude or delete from the Auxiliary Enterprise System (i) any facilities previously or hereafter constructed or acquired that are financed with funds other than the proceeds of revenue bonds payable from the revenues of the Auxiliary Enterprise System and for which the University maintains separate and distinct operations, facilities and records, and (ii) any facilities abandoned, disposed of or deleted in accordance with the provisions of the Bond Resolution. The University may also use portions of any facility that constitutes a part of the Auxiliary Enterprise System for general educational purposes if that educational use does not materially impair the overall net revenues of the Auxiliary Enterprise System.

The net revenues of the Auxiliary Enterprise System are pledged by the University to secure revenue bonds of the University in the aggregate outstanding principal amount of \$120,783,683 as of June 30, 2015.



## FINANCIAL INFORMATION

### Accounting, Budget and Audit Procedures

The University maintains its financial records on the basis of a fiscal year ending June 30 and follows the accrual basis of accounting for external financial reporting purposes. The University's financial statements are prepared in accordance with accounting principles generally accepted in the United States of America.

An annual budget of estimated receipts and disbursements for the coming fiscal year of the University is prepared by the Chief Financial Officer of the University for acceptance by the President, and is presented to the Board for approval. The budget lists estimated receipts by funds and sources and estimated disbursements by funds and purposes.

The financial records of the University are audited annually by a firm of independent certified public accountants in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. In recent years, the annual audit has been performed by BKD, LLP, Springfield, Missouri. Set forth as **Appendix B** to this Official Statement are the financial statements of the University for the fiscal years ended June 30, 2014 and 2013. These financial statements have been audited by BKD, LLP, independent auditors, to the extent and for the period indicated in their report, which is also included in **Appendix B**.

Copies of the audited financial statements of the University for fiscal years 2014 and 2013 are also available on the University's website at <http://www.missouristate.edu/financialservices/financialreports.htm>.

### Fees

The following tables set forth the current fee schedules per credit hour for students at the University during the fall, spring and summer semesters of the 2015-2016 academic year:

Basic Fees (regular instruction):

	<b>Basic Fee</b>	
	<b><u>Resident Students</u></b>	<b><u>Non-Resident Students</u></b>
Springfield Undergraduate Students:	\$205	\$434
West Plains Undergraduate Students:	119	238
Springfield Graduate Level Course Fee:	255	511

**Student Services Fees**

In addition to the basic fee, students are assessed the following services fees per semester:

	<u>Student Services Fees</u>	
	<u>Springfield</u> <u>Students</u>	<u>West Plains</u> <u>Students</u>
Fall 2015 and Spring 2016:		
Capital Projects Fee	\$ 3.00	\$20.00
Student Art Gallery	\$ 1.00	
Professional Services Fee		
Students enrolled in 6 hrs or more		\$15.00
Computer & Technology Usage Fee		
Students enrolled in fewer than 18 hrs (1 <sup>st</sup> hr)		\$ 5.00
(each additional hr)		5.00
Students enrolled in 18 hrs or more		90.00
Student Involvement Fee		
Students enrolled in fewer than 7 hrs	\$ 7.00 (1 <sup>st</sup> hr)	
	3.00 (each additional hr)	
Students enrolled in 7 hrs or more	25.00	
Student Recreation Center Fee		\$25.00
Student Security Fee	\$ 5.00	
Centennial Leaders Scholars Program Fee	\$ 3.00	
Student Activity Fee		\$20.00
Student Government Association	\$ 1.00	
	<u>Student Services Fees (cont.)</u>	
	<u>Springfield</u> <u>Students</u>	<u>West Plains</u> <u>Students</u>
Bill R. Foster and Family Recreation Center		
Students enrolled in fewer than 7 hrs	\$30.00 (1 <sup>st</sup> hr)	
	8.00 (each additional hr)	
Students enrolled in 7 hrs or more	\$80.00	
B.E.A.R. Fee		
Students enrolled in fewer than 7 hrs	\$19.00 (1 <sup>st</sup> hr)	
	5.00 (each additional hr)	
Students enrolled in 7 hrs or more	\$50.00	
USA Readership Program	\$ 3.00	
Sustainability Fee	\$ 2.00	
Taylor Health Center	\$ 2.00	
Equipment & Facilities <sup>(1)</sup>		
Students enrolled in fewer than 7 hrs	\$ 35.00 (1 hr)	

	50.00 (2 hrs)
	64.00 (3 hrs)
	78.00 (4 hrs)
	93.00 (5 hrs)
	107.00 (6 hrs)
Students enrolled in 7 hrs or more	149.90
Auxiliary System Operating <sup>(2)</sup>	
Students enrolled in fewer than 7 hrs	\$ 44.00 (1 hr)
	57.00 (2 hrs)
	69.00 (3 hrs)
	82.00 (4 hrs)
	94.00 (5 hrs)
	107.00 (6 hrs)
Students enrolled in 7 hrs or more	130.10

<sup>(1)</sup> Includes computer usage, JK Hammons Hall for the Performing Arts, Capital Projects – PSU, Plaster Sports Complex, Hammons Student Center and JQH Arena.

<sup>(2)</sup> Includes Plaster Student Union, Taylor Health Center, Transit System Shuttle, NCAA Title IX Compliance and University Initiatives

	<u>Student Services Fees</u>	
	<u>Springfield</u> <u>Students</u>	<u>West Plains</u> <u>Students</u>
Summer 2016		
Capital Projects Fee	\$ 3.00	\$20.00
Computer & Technology Usage Fee		
Students enrolled in fewer than 18 hrs	(1 <sup>st</sup> hr)	\$ 5.00
	(each additional hr)	5.00
Students enrolled in 18 hrs or more		90.00
Student Involvement Fee		
Students enrolled in fewer than 4 hrs	\$ 7.00 (1 <sup>st</sup> hr)	
	3.00 (each additional hr)	
Students enrolled in 4 hrs or more	16.00	
Student Recreation Center Fee		\$25.00
Bill R. Foster and Family Recreation Center		
Students enrolled in fewer than 4 hrs	\$17.00 (1 <sup>st</sup> hr)	
	27.00 (2 hrs)	
	35.00 (3 hrs)	
Students enrolled in 4 hrs or more	45.00	
Student Security Fee	\$ 5.00	
Centennial Leaders Scholars Program Fee	\$ 3.00	
Student Activity Fee		\$10.00
Equipment & Facilities <sup>(1)</sup>		
Students enrolled in fewer than 4 hrs	\$25.00 (1 hr)	
	39.00 (2 hrs)	
	53.00 (3 hrs)	
Students enrolled in 4 hrs or more	66.90	
Auxiliary System Operating <sup>(2)</sup>		

Students enrolled in fewer than 4 hrs	\$39.00 (1 hr)
	50.00 (2 hrs)
	62.00 (3 hrs)
Students enrolled in 4 hrs or more	76.10
Taylor Health Center	2.00

<sup>(1)</sup> Includes computer usage, JK Hammons Hall for the Performing Arts, Capital Projects – PSU, Plaster Sports Complex, Hammons Student Center and JQH Arena.

<sup>(2)</sup> Includes Plaster Student Union, Taylor Health Center, Transit System Shuttle, NCAA Title IX Compliance, and University Initiatives

A full listing of student fees is available on the University's website at <http://www.missouristate.edu/assets/financialservices/2015-2016-FeeRes-Updt.pdf>

### Tuition and Fee Comparison

The following table sets forth for select Missouri state universities the total charges for tuition and required fees for residents of Missouri per semester for a typical full-time undergraduate student as of Fall 2015:

Missouri University of Science and Technology	\$9,529
University of Missouri, Kansas City	9,476
University of Missouri, St. Louis	9,474
University of Missouri, Columbia	9,433
Northwest Missouri State University	8,156
Truman State University	7,374
University of Central Missouri	7,265
Southeast Missouri State University	7,043
<b>Missouri State University</b>	<b>7,008</b>
Lincoln University	6,988
Missouri Western State University	6,498
Harris-Stowe State University	5,820
Missouri Southern State University	5,763

Source: Missouri Coordinating Board for Higher Education

A full tuition and fee comparison of Missouri state universities is available at:

[http://dhe.mo.gov/data/documents/FY2015Summary\\_final.pdf](http://dhe.mo.gov/data/documents/FY2015Summary_final.pdf)

## Summary of Revenues, Expenses and Changes in Net Position

The table on the following page presents a summary of historical statements of revenues, expenses and changes in net position of the University only (exclusive of the combined results of the Foundation) for the three fiscal years ended June 30, 2014, which has been derived from the financial statements of the University audited by BKD, LLP, independent auditors, and should be read in conjunction with the audited financial statements of the University for the fiscal year ended June 30, 2014, including the notes thereto, contained as **Appendix B** to this Official Statement. In the opinion of the University's management, there has been no material adverse change in the financial condition of the University since June 30, 2014, the date of the last audited financial statements, except as disclosed in this Official Statement.

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**SUMMARY OF REVENUES, EXPENSES AND CHANGES IN NET POSITION**

	<b>Fiscal Years Ended June 30,</b>		
	<b><u>2012</u></b>	<b><u>2013</u></b>	<b><u>2014</u></b>
<b>Operating Revenues:</b>			
Student tuition and fees	\$129,255,941	\$136,645,622	\$143,727,248
Less scholarship allowances	(28,994,269)	(30,647,888)	(31,947,378)
Sales and services of educational departments	11,865,999	12,272,011	13,467,472
Federal grants and contracts	12,331,159	12,589,431	11,699,334
State and local grants and contracts	6,539,169	5,766,890	6,926,676
Nongovernmental grants and contracts	10,362,988	7,811,164	8,116,401
Auxiliary enterprises	33,772,381	34,731,645	34,634,460
Other operating revenues	2,611,395	4,463,289	3,693,983
<b>Total Operating Revenues</b>	<b>177,714,763</b>	<b>183,641,164</b>	<b>190,318,196</b>
<b>Operating Expenses:</b>			
Salaries	129,219,073	133,024,751	138,510,348
Benefits	41,172,272	44,081,412	46,086,655
Scholarships and fellowships	24,576,012	23,808,722	24,557,752
Utilities	5,777,736	6,606,046	6,903,207
Supplies and other services	57,872,739	54,610,146	57,806,857
Depreciation	20,628,087	21,972,431	22,673,717
<b>Total Operating Expenses</b>	<b>279,245,919</b>	<b>284,103,508</b>	<b>296,538,536</b>
<b>Operating income (loss)</b>	<b>(101,531,156)</b>	<b>(100,462,344)</b>	<b>(106,220,340)</b>
<b>Non-operating Revenues (Expenses):</b>			
State appropriations	77,192,869	76,962,606	78,365,090
Federal grants and contracts	27,863,647	28,451,821	30,078,670
Gifts	10,405,638	8,149,107	9,107,029
Investment income	751,503	416,526	462,767
Interest on capital asset-related debt	(4,392,409)	(5,058,133)	(4,909,730)
Gain (Loss) on disposal of fixed assets	(2,196,512)	(58,813)	42,193
<b>Net Non-operating Revenues</b>	<b>109,624,736</b>	<b>108,863,114</b>	<b>113,146,019</b>
<b>Income (loss) before other revenues, expenses, gains, or losses</b>	<b>8,093,580</b>	<b>8,400,770</b>	<b>6,925,679</b>
Capital gifts	655,969	2,590,062	3,569,918
Capital grants and contracts	1,874,803	1,392,048	68,889
Capital appropriations	464,423	70,798	-
<b>Increase in Net Position</b>	<b>11,088,775</b>	<b>12,453,678</b>	<b>10,564,486</b>
<b>Net Position – beginning of year</b>	<b>420,552,706</b>	<b>430,392,673</b>	<b>442,846,351</b>
<b>Net Position – end of year</b>	<b>\$431,641,481</b>	<b>\$442,846,351</b>	<b>\$453,410,837</b>

## Outstanding Debt

The following table sets forth all of the outstanding long-term obligations of the University as of June 30, 2015:

<u>Category of Obligations</u>	<u>Date of Obligation</u>	<u>Amount Outstanding</u>
Promissory Note (U.S. Department of Education) <sup>(1)</sup>	05/31/1988	\$ 528,683
Auxiliary Enterprise System Revenue Bonds, Series 2005A (the "Series 2005A Bonds") <sup>(1)</sup>	03/01/2005	1,625,000
Auxiliary Enterprise System Revenue Bonds, Series 2010A (the "Series 2010A Bonds") <sup>(1)</sup>	06/30/2010	1,495,000
Taxable Auxiliary Enterprise System Revenue Bonds, Series 2010B (Build America Bonds) (the "Series 2010B Bonds") <sup>(1)</sup>	06/30/2010	20,565,000
Auxiliary Enterprise System Revenue Bonds, Series 2010C (the "Series 2010C Bonds") <sup>(1)</sup>	06/30/2010	9,175,000
Auxiliary Enterprise System Revenue Bonds, Series 2014A (the "Series 2014A Bonds") <sup>(1)</sup>	02/27/2014	38,495,000
Auxiliary Enterprise System Revenue Bonds, Series 2015A (the "Series 2015A Bonds") <sup>(1)</sup>	04/23/2015	<u>48,900,000</u>
Total Auxiliary Enterprise System Revenue Obligations Outstanding		120,783,683
Capital Lease Obligations <sup>(2)</sup>	Various	6,031,824
Health and Educational Facilities Authority of the State of Missouri Educational Facilities Revenue Bonds (Missouri State University), Series 2010A (the "Series 2010A MoHEFA Bonds") <sup>(3)</sup>	6/30/2010	595,000
Health and Educational Facilities Authority of the State of Missouri Taxable Educational Facilities Revenue Bonds (Missouri State University), Series 2010B (Build America Bonds) (the "Series 2010B MoHEFA Bonds") <sup>(3)</sup>	6/30/2010	8,235,000
Health and Educational Facilities Authority of the State of Missouri Educational Facilities Revenue Bonds (Missouri State University), Series 2014 (the "Series 2014 MoHEFA Bonds") <sup>(3)</sup>	9/26/2014	21,485,000
MO Department of Natural Resources Loans <sup>(4)</sup>	Various	<u>724,864</u>
Total Obligations Outstanding		<u>\$157,855,371</u>

<sup>(1)</sup> The U.S. Department of Education Promissory Note, the Series 2005A Bonds, the Series 2010A Bonds, the Series 2010B Bonds, the Series 2010C Bonds, the Series 2014A Bonds and the Series 2015A Bonds are payable, both as to principal and interest, solely out of net income and revenues arising from the operation of the Auxiliary Enterprise System and out of any grant-in-aid which may be received from any source.

<sup>(2)</sup> From time to time, the University enters into various capital lease agreements, which require periodic payments over a period of time.

<sup>(3)</sup> Payable from general revenues of the University.

<sup>(4)</sup> The University financed energy and utility savings projects through Missouri Department of Natural Resources loans.

The University’s Series 2010B Bonds and the Series 2010B MoHEFA Bonds were designated “Build America Bonds” at the time of issuance. As such, under then current law, the University expected to receive interest subsidy payments (“Interest Subsidy Payments”) from the U.S. Treasury in an amount equal to 35% of the interest payable by the University on with respect to those obligations (assuming continued compliance by the University with various Internal Revenue Code requirements relating to Build America Bonds). Sequestration, which took effect March 1, 2013 as a result of the Budget Control Act of 2011, has reduced and is expected to continue to reduce the Interest Subsidy Payments received by the University. In fiscal year 2015, the University received approximately \$540,000 in Interest Subsidy Payments, compared to the approximately \$580,000 the University would have received absent the effect of sequestration.

**State Appropriations**

The University received less in State appropriations than anticipated in the years following the 2008-2009 financial crisis due to overall declines in the economy and corresponding State tax revenues, coupled with increases in State spending in other areas. See “**BONDOWNERS’ RISKS – Shortfalls in State Appropriations**” and – **Withholding of State Appropriations.**”

Article IV, Section 27 of the State Constitution authorizes the Governor to control the rate at which any appropriation is expended during the period of the appropriation by allotment or other means. This section also authorizes the Governor to reduce the expenditures of the State or any of its agencies below their appropriations whenever the actual revenues are less than the revenue estimates upon which the appropriations were based. The normal Governor’s reserve from appropriated funds is 3%, and the University budgets with the expectation that the actual funds received by the University will always be 3% less than the amount appropriated due to the withholding of the normal Governor’s reserve. The effect of the withholdings in any year is to reduce the State’s overall budget.

The following table sets forth the State appropriations for operations received by the University in the last five fiscal years (after the Governor’s discretionary withholdings) and the percentage increase (decrease) from the preceding fiscal year.

<b>State Appropriations</b>		
<u>Fiscal Year</u>	<u>Amount Received</u>	<u>% Change</u>
2016	\$85,192,135 <sup>(1)</sup>	1.48%
2015	83,947,201	6.87
2014	78,365,090	1.82
2013	76,962,606	(0.30)
2012	77,192,869	(6.72)

<sup>(1)</sup> Reflects the amount appropriated to the University in fiscal year 2016, less the normal 3% Governor’s withholding.

The reduction in recurring State appropriations received in fiscal year 2012 was directly related to overall reductions in federal stabilization funds received by the State following the recession in 2008 and 2009. The State received federal stabilization funds of \$1.639 billion for fiscal year 2010, \$546.6 million for fiscal year 2011 and \$0 in fiscal year 2012. In fiscal year 2012, the Governor placed additional spending restrictions on operations beyond the normal 3% withholding, in response to concerns over State revenue projections concurrent with the elimination of federal stabilization funds from the State’s budget. Near the end of fiscal year 2012, a small portion of this additional spending restriction was released by the Governor, resulting in a 6.72% decrease in appropriations for the University from fiscal year 2011.



For fiscal 2013, State appropriations received for University operations decreased by \$230,000 or less than 0.5%. This stabilization of funding for University operations was consistent with the overall stabilization of the State's budget coming out of the recession in 2008 and 2009.

Fiscal year 2014 State operating appropriations for the University, which included \$1.3 million for the Masters in Occupational Therapy program being introduced at the University, increased approximately 1.8% over fiscal year 2013. Upon signing the fiscal year 2014 State appropriations bill for higher education, the Governor made immediate across the board withholdings, beyond the normal 3%, that essentially held back any increases in State appropriations for higher education (in addition to other special withholdings throughout the State's budget). In September 2013, the legislature was unable to override the Governor's veto of the tax cut legislation and the Governor subsequently released a substantial portion of the special withholdings, including those that specifically impacted the University. The Governor eventually withheld a portion of the special withholdings for higher education (and other programs) due to a shortfall in gaming and lottery revenues in the State's fiscal year 2014, which additional withholding included \$1,500,000 in appropriations for the University.

State appropriations for fiscal year 2015 increased over 6% and represented a return to the approximate amount the State appropriated for University operations in fiscal year 2011. Similar to fiscal year 2014, the Governor announced across the board withholdings of the increases in State appropriations for higher education for fiscal year 2015 in excess of the normal 3% withholding in response to concerns over State revenues resulting from tax cut legislation passed in Spring 2014. The Governor vetoed the tax cut legislation, but announced withholding of these funds from the State's budget pending the outcome of a legislative veto session in early September 2014. The Governor ultimately released the \$5.3 million in State appropriations withheld in excess of the normal 3% withholding after the governor's veto of the tax cut legislation withstood the legislative veto session. In addition to the operating appropriations received in fiscal year 2015, the University received \$2,250,000 in capital appropriations for a portion of the costs the construction of the Davis-Harrington Welcome Center. The University financed the remaining costs of the Davis-Harrington Welcome Center with proceeds of the Series 2014 MoHEFA Bonds and other University funds.

In fiscal year 2016, as in fiscal years 2014 and 2015, the extent of the increase in State operating appropriations for higher education institutions was determined in large part by the level of success in meeting certain performance funding metrics that had previously been identified by each institution. The University successfully met all five of its performance funding metrics and was thus eligible for the largest possible share of the increase in State appropriations for higher education in fiscal year 2016. The approximately \$85 million appropriated to the University for operations includes approximately \$1.3 million for the University's Occupational Therapy program and various health initiatives at the West Plains campus, similar to fiscal years 2014 and 2015. The Governor is expected to withhold the normal 3% Governor's withholding, and he retains the authority to release or withhold additional amounts in fiscal year 2016 based on actual State revenues or other considerations.

In addition to the appropriations for operations described above, the University expects to receive approximately \$19 million in capital appropriations during fiscal year 2016 from the proceeds of a State bond issue. The University expects to use its allocation of the proceeds to fund renovation and repair projects, consisting of renovations and repairs to Ellis Hall and Hill Hall on the Springfield campus and renovations and repairs to Missouri Hall on the West Plains campus and building safety improvements throughout the West Plains campus.

### **JQH Arena Gift Agreement**

The University, the Foundation and John Q. Hammons, Trustee of the Revocable Trust of John Q. Hammons, dated December 28, 1989, as Amended and Restated (the "John Q. Hammons Trust") entered into an Agreement for the Making and Accepting of a Charitable Gift dated as of February 10, 2006, as amended (the "Gift Agreement"), pursuant to which the John Q. Hammons Trust contributed to the Foundation \$1,000,000 for the construction of JQH Arena, and agreed to pay to the Foundation the amount necessary to provide debt service

on \$29,000,000 principal amount of the Series 2007A Bonds (which financed the costs of constructing JQH Arena). The Series 2007A Bonds, issued in the aggregate principal amount of \$59,420,000, were advance refunded by the Series 2015A Bonds issued by the University on April 23, 2015 in the aggregate principal amount of \$48,900,000.

John Q. Hammons died May 26, 2013. In accordance with the Gift Agreement, the John Q. Hammons Trust continued to make semi-annual donations to the Foundation in the amount equal to approximately 47.5% of the debt service payments on the Series 2007A Bonds, which equaled approximately \$1,900,000 in fiscal years 2013 and 2014. The Foundation pays to the University, as and when received, any gifts or donations received by the Foundation for the construction of the JQH Arena, including any payments received by the Foundation from the John Q. Hammons Trust under the Gift Agreement. Prior to the issuance of the Series 2015A Bonds, the University, the John Q. Hammons Trust and the Foundation amended the Gift Agreement to document the John Q. Hammons Trust's commitment to make donations equal to 47.5% of the debt service payments on the Series 2015A Bonds.

Payments to the University by the Foundation from amounts received under the Gift Agreement are included in the revenues of the Auxiliary Enterprise System, which are pledged to the repayment of the outstanding Auxiliary Enterprise System revenue bonds of the University.

### **Future Financing Plans**

[To come, if any.]

### **Risk Management and Insurance**

The University maintains property insurance coverage on all buildings through the statewide blanket property policy. The coverage is all risk and on a replacement cost basis. The State of Missouri maintains a State Legal Expense Fund under Section 105.711 of the Revised Statutes of Missouri, as amended, under which moneys are available for the payment of certain claims against the State of Missouri, or any agency of the State, including the University and any officer or employee of the State or any agency of the State, arising out of and performed in connection with his or her official duties on behalf of the State, or any agency of the State, as provided in the statute.

### **Pension Liabilities**

The University participates, through the State of Missouri, in two retirement plans covering all employees of the University. The majority of University employees are enrolled in the Missouri State Employees' Plan ("MSEP") administered by the Missouri State Employees' Retirement System ("MOSERS"), a non-contributory, defined benefit plan. All faculty on full-time, regular appointment are enrolled in the College and University Retirement Plan ("CURP") if they have not previously been enrolled in MOSERS. CURP is a non-contributory 401(a) defined contribution retirement plan, which uses TIAA-CREF as its third party administrator. The University's retirement contribution to CURP is 6.16% of covered payroll for fiscal year 2015 and will decrease to 5.89% for fiscal year 2016. The University contributed \$1,547,995, or 6.38% of covered payroll, to CURP in fiscal year 2014 and \$1,507,206, or 6.80% of covered payroll, to CURP in fiscal year 2013. As a defined contribution plan, CURP does not have an overfunded or underfunded status and each participant's account balance belongs to that participant subject to any applicable vesting requirements for University contributions.

MSEP has two benefit structures known as MSEP (closed plan) and MSEP 2000, including the MSEP 2011 tier of MSEP 2000. Each benefit structure, including the MSEP 2011 tier, reflects changes in benefits for covered employees, including a required member contribution of 4% of pay for participants first employed on or after January 1, 2011. MOSERS also makes periodic review of the actuarial assumptions for the MSEP plan and made adjustments in July 2012, including a reduction of the nominal investment return assumption from 8.5% to

8.0%, and reductions in assumptions for wage inflation and price inflation to 3.0% and 2.5%, respectively, from 4.0% and 3.2%, respectively. In September 2014, the MOSERS governing board changed the governance policy on funding to provide, among other things, that until the actuarial funding ratio of the MOSERS plan is at least 80%, the annual actuarial required contribution rate shall not be reduced below the contribution rate determined by the June 30, 2013 actuarial valuation, which was 16.97% of covered payroll. All amounts contributed pursuant to this policy that exceed the computed employer normal cost will be applied to the unfunded accrued liability.

Information relating to the funding status of MSEP is available on the MOSERS website at www.mosers.org. The University has no means to independently verify any of the information set forth on the MOSERS website or in the MOSERS Comprehensive Annual Financial Report for the fiscal year ended June 30, 2014, which is the most recent financial and actuarial information available on that website. As of June 30, 2014, MSEP had an actuarial value of assets of \$8.637 billion, an actuarial accrued liability of \$11.494 billion and an unfunded actuarial accrued liability of \$2.856 billion, or 75.1% funded status, down from 85.9% as of June 30, 2008. Reference is made to the MOSERS 2014 Comprehensive Annual Financial Report for the assumptions and related disclosures.

Since 1999, the annual employer contributions to MSEP have been 100% of the actuarially required contributions to that plan. The actuarially required contributions include contributions for the unfunded actuarial accrued liability. The unfunded actuarial accrued liabilities are currently amortized on a closed period basis as a level percentage of payroll. In June 2013, the MOSERS board approved a change to the period over which unfunded actuarial accrued liabilities are amortized. The change was to reduce the amortization period from 30 years to 29 years beginning June 30, 2015; and then further reduce the period by one year, for each subsequent annual valuation, until the period reaches one year. The MOSERS board also voted to reexamine the amortization period in connection with the 2030 actuarial valuation to determine whether it should be reduced below 15 years or made constant at 15 years.

The following table sets forth the annual University contributions to MSEP in dollars and as a percent of covered payroll for the past five fiscal years and the announced actuarially required contribution rates for fiscal 2015 (based on the MOSERS Comprehensive Annual Financial Report for the fiscal year ended June 30, 2013) and fiscal 2016 (based on the report for the fiscal year ended June 30, 2014).

**University Contributions to MSEP**

<b>Year Ended June 30.</b>	<b>Annual Contribution (\$)</b>	<b>Percentage of Actuarially Required Contribution</b>	<b>Actuarially Required Contribution (% of Payroll)</b>
2010	\$11,589,022	100%	12.75%
2011	12,189,240	100	13.81
2012	12,592,537	100	13.97
2013	13,374,933	100	14.45
2014	16,368,392	100	16.98
2015	N/A <sup>(1)</sup>	100	16.97
2016	N/A <sup>(1)</sup>	100	16.97

<sup>(1)</sup> Dollar contribution for fiscal years 2015 and 2016 will be the actuarially required contribution percentage specified times the covered payroll for that fiscal year.

The information in the following table is excerpted from the MOSERS Comprehensive Annual Report for the year ended June 30, 2014, and sets forth the actuarial valuation of the assets and liabilities of MSEP and the unfunded liabilities and funded ratio for the past five fiscal years.

**Funded Status of MSEP  
(\$ in billions)**

Year Ended June 30,	Actuarial Value of Assets	Actuarial Accrued Liabilities (AAL)	Unfunded AAL	Funded Ratio
2010	\$7.923	\$9.853	\$1.930	80.4%
2011	8.022	10.124	2.101	79.2
2012	7.897	10.794	2.897	73.2
2013	8.094	11.135	3.038	72.7
2014	8.637	11.494	2.856	75.1

The University will implement GASB Statement 68, *Accounting and Financial Reporting for Pensions – An Amendment of GASB Statement No. 27*, in fiscal year 2015. This Statement will require the University to record its proportional share of the net pension liability of MSEP. In June 2015, MOSERS notified the University that its proportional share of the net pension liability of MSEP was \$115,013,733 as of June 30, 2014. In accordance with GASB 68, the University will record a liability as of June 30, 2015 in that amount for its proportionate share of the net pension liability of MSEP. MOSERS determined the proportionate share of MSEP participating employers based on the actual share of contributions to MSEP relative to the actual contributions of all participating employers for MOSERS plan year ended June 30, 2014. At June 30, 2014, the University’s proportion was 4.878%, which remained unchanged from the percentage used to allocate the liability as of June 30, 2013, since this is the initial implementation year. The net pension liability of MSEP is based on an 8.0% discount rate, which is also the current assumed investment rate of return for the plan. MOSERS further advised the University that its proportionate share of the net pension liability using a 1% higher or lower discount rate as of June 30, 2015 would be as follows:

	1.0% Decrease (7.0%)	Current Discount Rate (8.0%)	1.0% Increase (9.0%)
University’s proportionate share of net pension liability	\$178,390,752	\$115,013,733	\$61,555,952

For the fiscal year ending June 30, 2015, the University will recognize pension expense of \$10,811,981 under GASB 68, which under the new accounting standards is not related to the pension contributions made by the University for the fiscal year.

**Other Post-Employment Obligations (OPEB)**

The University provides certain medical benefits to eligible retirees and their spouses under the Missouri State University Employee Benefit Plan. The post-employment healthcare benefits are funded on a pay-as-you-go basis. For fiscal year 2014, the University contributed \$763,000 to the plan and retirees contributed \$840,000. No assets have been segregated and restricted to provide post-employment benefits. See Note 6 of the Notes to Financial Statements included as *Appendix B* to this Official Statement.

The University provides certain medical benefits to eligible retirees and their spouses under the Missouri State University Employee Benefit Plan. The post-employment healthcare benefits are funded on a pay-as-you-go basis. For fiscal year 2014, the University contributed \$763,000 to the plan and retirees contributed \$840,000. No assets have been segregated and restricted to provide post-employment benefits. See Note 6 of the Notes to Financial Statements included as *Appendix B* to this Official Statement.

## **Litigation**

The University regularly experiences litigation and claims against it in the ordinary course of operations, including particularly employment-related claims. The University does not believe the ultimate outcome of the pending suits and claims against the University will have a material adverse effect on the financial condition or results of operations of the University.

\_\_\_\_\_  
\_\_\_\_\_

XII.A.

**RECOMMENDED ACTION** – Approval of FY17 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 FY17 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 2016 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 FY17 request relative to the FY16 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 removed from priority 1 due to secured funding from the state of Missouri.
- The planning, renovation and rehabilitation for McDonald Hall was moved from priority 3 to priority 1.
- The deletion of the Facilities Reutilization Plan (FREUP) for Ellis Hall, Hill Hall, and Missouri Hall on the West Plains campus and movement of McDonald Hall advanced the priority of all remaining requests by one.
- 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**  
**FY17 Capital Appropriations Request**  
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<u><b>FY17</b></u>	<u><b>Category</b></u>	<u><b>Cost</b></u>	<u><b>Priority</b></u>
McDonald Hall	Planning, Renovation & Rehabilitation	\$ 24,139,407	1
Ozarks Health and Life Science Center and Hass-Hoover Hall - West Plains Campus	Planning & New Construction	\$ 49,171,717	2
<b>FY17 Total:</b>		<b>\$ 73,311,124</b>	
<u><b>FY18</b></u>			
Carrington Hall	Planning, Renovation & Rehabilitation	\$ 29,337,464	3
Facilities Reutilization Plan (FREUP): Broadway Hall - West Plains Campus and West Plains Campus infrastructure	Planning, Renovation & Rehabilitation	\$ 8,787,194	4
<b>FY18 Total:</b>		<b>\$ 38,124,658</b>	
<u><b>FY19</b></u>			
New Library/Information Resource Center - West Plains Campus	Planning & New Construction	\$ 31,280,907	5
<b>FY19 Total:</b>		<b>\$ 31,280,907</b>	
<u><b>FY20</b></u>			
Student Admissions and Success Center Expansion	Planning & New Construction	\$ 18,204,700	6
Science Complex (Two Phases)	Planning	\$ 12,000,875	7
<b>FY20 Total:</b>		<b>\$ 30,205,575</b>	
<u><b>FY21</b></u>			
New Theatre and Dance Building	Planning & New Construction	\$ 21,485,054	8
Temple Hall Renovation (Science Complex, Phase I)	Renovation & Rehabilitation	\$ 80,240,729	9
<b>FY21 Total:</b>		<b>\$ 101,725,783</b>	

XIV.A.

**RECOMMENDED ACTION – Approval of Replacement Agreement with Learfield Communications, Inc. for Multi-Media Rights**

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

**WHEREAS**, in 2010, the University awarded a bid for multi-media rights to Nelligan Sports Marketing, Inc. (“Nelligan”) for a term commencing July 1, 2010 and continuing through June 30, 2017;

**WHEREAS**, Learfield Communications, Inc. (“Learfield”), through one of its wholly-owned subsidiaries, subsequently acquired Nelligan and all of its assets in January of 2014, and has been performing Nelligan’s obligations under the bid and resulting agreement ever since;

**WHEREAS**, University and Learfield desire to enter into a replacement agreement that will extend the relationship of the parties through June 30, 2026;

**WHEREAS**, in consideration of the extended term, Learfield will provide University with increased guaranteed rights fees, capital funding for an LED fascia ribbon board scoreboard for JQH Arena, annual funding for a University-employed full-time marketing director, and an increased allowance of trade/in-kind sponsorships; and

**WHEREAS**, University policy, Op8.16 Procurement Procedures, authorizes reasonable modifications and extensions of existing contracts with approval of the Board of Governors.

**NOW THEREFORE, BE IT RESOLVED** that the Board of Governors of Missouri State University hereby approves and authorizes the President to execute the attached Multi-Media Rights Agreement with Learfield.

VOTE:      **AYE** \_\_\_\_\_

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

**Comments: See Below**



**Term**

July 1, 2015- June 30, 2026

**Guaranteed Rights Fee**

<b>Athletic Year</b>	<b>Guaranteed Rights Fee</b>
2015 – 2016	\$332,500
2016 – 2017	\$382,500
2017 – 2018	\$482,500
2018 – 2019	\$532,500
2019 – 2020	\$582,500
2020 – 2021	\$632,500
2021 – 2022	\$682,500
2022 – 2023	\$732,500
2023 – 2024	\$782,500
2024 – 2025	\$832,500
2025 – 2026	\$882,500

**Revenue Sharing**

In addition to the Guaranteed Rights Fees, the parties will share equally (50% / 50 %) in any net revenue in excess of the “hurdle amounts” specified below:

<b>Athletic Year</b>	<b>Hurdle Amount</b>
2015 – 2016	\$1,950,000
2016 – 2017	\$2,150,000
2017 – 2018	\$2,350,000
2018 – 2019	\$2,500,000
2019 – 2020	\$2,700,000
2020 – 2021	\$2,850,000
2021 – 2022	\$3,000,000
2022 – 2023	\$3,150,000
2023 – 2024	\$3,300,000
2024 – 2025	\$3,450,000
2025 – 2026	\$3,600,000

**Capital Subsidy Payments**

Learfield will pay University a total of \$580,000 in capital subsidy payments for the purchase of an LED fascia ribbon board scoreboard for JQH Arena. This will provide complete capital funding to purchase a ribbon board from Learfield’s wholly-owned subsidiary, ANC Sports Enterprises, LLC. This capital will be provided in two (2) installments: \$180,000, due within 30 days of execution of the Agreement; and the remaining \$400,000 on or before June 30, 2017.

### **Marketing Director Compensation**

Learfield will provide University with annual funding in the amount of \$50,000 to permit the University to hire a full-time marketing director for University's Athletic Department. Such funding will be paid each year by June 30.

### **Trade/In-Kind Sponsorships**

During each year of the Agreement, University will receive sponsorships in the form of in-kind, trade benefits of up to \$500,000. Such benefits are in addition to the Guaranteed Rights Fee, and will not be off-set from any Revenue Sharing to which University is entitled as described above.

## MULTI-MEDIA RIGHTS AGREEMENT

THIS MULTI-MEDIA RIGHTS AGREEMENT (“Agreement” or “Contract”) is made and entered as of the \_\_\_ day of June, 2015 (the “Execution Date”) by and between THE BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY (“University”) and MISSOURI STATE SPORTS PROPERTIES, LLC (“MSSP”), a Missouri limited liability company qualified to do business in the State of California.

### BACKGROUND TO AGREEMENT

- A. MSSP’s affiliate, Learfield Acquisitions, LLC (f/k/a Nelligan Sports Marketing, Inc.) (“NSM”) was awarded the bid pursuant to Request for Proposal #4827-09 (the “RFP”) for Contract for Sponsorship, Media and Corporate Rights related to the University’s Athletic Department, and on or about February 19, 2010, the underlying contract (the “Original Contract”) was approved by the University and signed by the parties, which contract was later amended by that certain Amendment #1 and that certain Memorandum of Understanding signed by the University on December 17, 2013 and by NSM on November 20, 2013 (the “MOU” and together with the Original Contract and Amendment #1 shall be referred to herein as the “NSM Contract”).
- B. Under the terms of the NSM Contract the University granted to NSM certain sponsorship, broadcast and publication rights, and the right to use and license the use of University Marks, relating to the Athletics Department of the University in consideration for Rights payments from NSM, for an initial term ending on June 30, 2017.
- C. The Parties have agreed to extend the term of their relationship through June 30, 2026 and convert the relationship from a rights model to a guarantee payment/revenue share model on the terms and conditions set forth herein.
- D. NSM and MSSP are both wholly-owned by Learfield Communications, Inc.
- E. This Agreement is intended to set forth the specific rights, duties, responsibilities and obligations of MSSP and University with respect to University’s multi-media athletic marketing and sponsorship rights and replaces in its entirety the NSM Agreement as of the Commencement Date.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein and the foregoing Background, University and MSSP (individually a “Party” and jointly the “Parties”) agree as follows:

## AGREEMENT

### 1. Definitions; Term; Mutual Cooperation.

**1.1 Definitions.** All capitalized terms used in this Agreement and not otherwise defined will have the meaning set forth below.

**Additional Benefit Cost** means the cost to MSSP of providing Additional Fulfillment Benefits to Excluded Sponsors.

**Additional Fulfillment Benefits** means Fulfillment Benefits in addition to those that are referenced in agreements which exist as of the Execution Date to be provided to Excluded Sponsors as of or after the Execution Date.

**Additional Multi-Media Rights** means collegiate athletic marketing, sponsorship and promotional rights that exist as of the Execution Date but are not initially provided to MSSP under this Agreement or come into existence during the Term of this Agreement. When Additional Multi-Media Rights are granted to MSSP during the Term of this Agreement, the provisions of Section 2.26 will be followed by the Parties.

**Agreement** shall have the meaning set forth in the opening paragraph hereof.

**AGR** means MSSP's gross collected revenue less the following: (i) agency commissions, (ii) sponsor fulfillment costs such as tickets, merchandise, promotional elements, out-of-pocket costs of sales; (iii) third party rights fees such as NCAA or NIT related sponsorship fees; (iv) radio over-the-air clearance fees; and (v) any other credits, deductions or adjustments provided for under this Agreement or identified as deductions from AGR in a separate writing signed by the Parties.

**AGR Hurdle Amount** means the amounts set forth in Section 4.4 of this Agreement as they may be adjusted pursuant to the provisions of this Agreement.

**Alternative Program Technology** means technology for the delivery of Programs that may come into existence during the Term of this Agreement.

**Applicable Rules** means applicable University, Athletic Conferences, or NCAA rules, regulations and policies.

**APPS** means a specialized program using software that can be run on the Internet, on a computer, on a smart phone, a smart watch, tablet or other electronic device.

**Arena** means the JQH Arena where University's men's and women's basketball games are played.

**Assumptions** means (a) the inventory available to MSSP for sponsorship sales throughout the Term is not less than the Base Sponsorship Inventory, (b) all of the rights licensed exclusively to

MSSP under the Agreement are available to MSSP throughout the Term, and (c) the University will hire a marketing director as provided in Section 4.6 below and such person will start employment prior to July 1, 2015.

**At-Event Impact Sponsorships** means sponsors for pre-game, time-out, half-time, period and quarter breaks sponsored promotional activities and special game-day, on-field, on-court promotions or contests as well as official game sponsorships.

**Athletic Conferences** means the MVC for all sports except football (which is Missouri Valley Football Conference) and men's swimming, diving and field hockey (which is the Mid-American Conference).

**Athletic Department** means the University's Athletic Department.

**Athletic Events** means all University intercollegiate athletics activities held in Athletic Facilities.

**Athletic Event Content** means University's copyrighted content from Athletic Events.

**Athletic Year** means the period of time measured from July 1 through June 30 during the period of the Term.

**Athletics Facilities** means all of the athletic facilities owned or controlled by the University or made available to the Athletic Department for its use by reason of any lease or other written agreement as of the Execution Date; Cooper Tennis Complex, Hammons Field, and Killian Softball Stadium; any new or newly acquired facilities in which Athletic Events occur after the Execution Date, with the exception of any third-party facility leased by University in the future, shall become an "Athletic Facility" for purposes of this Agreement. To the extent University is granting rights to MSSP in any Athletic Facility that it does not own or control, the University is only required to grant those rights that it has with respect to such Athletic Facility.

**Base Sponsorship Inventory** means the sponsorship and promotional inventory in connection with Athletic Events which was available for sponsorship and promotional sales during the 2014 – 2015 Athletic Year not including the ESPN Benefits and the State Farm Benefits.

**Base Ticket Amount** means the number of tickets provided to MSSP by University for itself and its sponsors and advertisers during the 2014 – 2015 Athletic Year. The locations of the tickets will be mutually agreed upon between the Parties but in no event will the tickets be in less desirable locations than the tickets provided to sponsors during the 2014 – 2015 Athletic Year.

**Blog Sponsorship** means a sponsorship of Game Coverage occurring through a blog.

**Campus Vendor** means a Person who provides goods or services to the University under a Campus Vendor Agreement.

**Campus Vendor Agreement** shall mean an agreement between a Campus Vendor and University as a whole and not solely related to the Athletic Department that was procured in conjunction with an athletic sponsorship agreement between MSSP and the Campus Vendor. For example, MSSP obtains a Marketing & Sponsorship Agreement with Charter Communications (“Charter Sponsorship Agreement”) who at the same time enters into an agreement with the University to provide cable television services for University’s dormitories (“Charter Cable Agreement”) with the Charter Sponsorship Agreement remaining in effect only if the Charter Cable Agreement remains in effect.

**Capital Subsidy Payments** shall have the meaning set forth in Section 4.5 of this Agreement.

**Commencement Date** means July 1, 2015.

**Conference Action** means the MVC by agreement(s) with or on behalf of the member institutions, including University and one or more Persons that eliminates or diminishes or impairs any rights which MSSP otherwise holds under this Agreement.

**Conference Agreement** means an agreement entered into by the Athletic Conference on behalf of its members, which includes the University. For the avoidance of doubt, the ESPN Agreement and the State Farm Agreement are both Conference Agreements.

**Content** means the Athletic Department’s game clips, highlights and live audio of Athletic Events.

**Digital Media Rights** means all University official athletic platforms including websites, mobile web and mobile applications, social media channels such as Facebook, Twitter and Instagram, e-mail and other digital marketing, in-venue digital screens and platforms and all digital distribution of Content, excluding the ESPN Benefits.

**Diminishing Event** means any event, action, change in circumstances or occurrence described as such in this Agreement which has the effect or is likely to have the effect of diminishing, impairing or eliminating or otherwise negatively impacting MSSP’s Multi-Media Rights including the Base Sponsorship Inventory and the Existing Agreements. When a Diminishing Event is referred to in this Agreement, the process for determining if a Diminishing Event has occurred and the remedies for the Diminishing Event may be described in each Section of this Agreement in which the Diminishing Event is mentioned and if not, the following process and remedies shall be initiated: MSSP shall submit to University a substantiation of the value attributable to the rights which are not available or

the rights which are negatively affected by the Diminishing Event along with reasonable substantiation for its calculation whereupon the Parties will meet within thirty (30) days thereafter to discuss MSSP's calculation and agree upon the remedy for MSSP's loss of the rights which could include any of the following or a combination thereof: (i) a reduction in the Guaranteed Rights Fee; (ii) an extension of the Term; (iii) granting MSSP Additional Multi-Media Rights; (iv) providing MSSP with additional tickets; (v) providing MSSP with Additional Fulfillment Benefits; (vi) adjusting the AGR Hurdle Amount and/or reducing the Revenue Share Percentage; or (vii) any other remedy that the Parties may agree upon. The Parties will continue to meet and negotiate in good faith until a remedy is agreed upon. The effective date of the action taken from the preceding list (or any other remedy agreed upon) will be for the Athletic Year in which the Diminishing Event occurs or as the Parties otherwise agree. The Parties agree that the remedy agreed upon may remain in effect beyond the Athletic Year in which the Diminishing Event occurs due to the fact that some Diminishing Events can have an effect that lasts beyond the Athletic Year in which it occurs. Notwithstanding the foregoing, if the parties are unable to agree to a mutually agreeable remedy despite their good faith efforts, either party shall have the right to initiate binding arbitration pursuant to Section 5.25 to resolve the dispute.

**Displaced Game** shall mean a University scheduled home football, men's basketball or women's basketball game that is moved to a neutral location or the visiting team's location as a result of a Force Majeure event or for any other reason beyond the control of MSSP.

**Donor Contribution** means a contribution of money or other valuable consideration made to the University or the Athletic Department by a Person which results in that Person's name being placed on, in or around an Athletic Facility which can be seen or viewed by the general public. For the avoidance of doubt and clarification, a Donor Contribution does not include (i) a contribution to University or the Athletic Department by any Person whose name appears only in the non-public viewing areas of an Athletic Facility such as the basketball coaches' lounge, the weight room or the media room, or (ii) a contribution to University or the Athletic Department by any Person whose name appears in public viewing areas of an Athletic Facility such as on the name of the Athletic Facility or on a gate or entrance of an Athletic Facility provided (a) such Person is not granted any Multi-Media Rights granted under this Agreement, (b) the donor or any related entity is not granted any category exclusivity with respect to any Athletic Facility or other sponsorship or advertising, and (c)

no name of a corporate entity or use of a corporate trade name or trademark for an entity that competes with any MSSP sponsor or advertiser is to be displayed in the public area of an Athletic Facility. The Person whose name appears in a non-public viewing area may not under any circumstance include Multi-Media Rights that have been exclusively granted to MSSP under this Agreement. The granting of any Multi-Media Rights to that Person shall constitute a Diminishing Event and the process for a Diminishing Event shall be followed. A Donor Contribution alone shall not constitute a Diminishing Event but if as a result of the Donor Contribution MSSP loses one or more sponsors or is in breach of its agreement with a sponsor, the Parties shall negotiate in good faith to make MSSP whole for the loss of such sponsor(s) which will include any refund, credit or damages owed by MSSP to the sponsor(s) by reason of a breach of MSSP's contract with such sponsor(s). University acknowledges and agrees that making MSSP "whole" could involve a remedy that covers more than one Athletic Year depending upon the value of the sponsor to MSSP, and whether the sponsor was granted exclusivity in a sponsorship category and the term of the sponsorship agreement with such sponsor(s).

**ESPN Agreement** means the agreement between ESPN Enterprises, Inc. ("ESPN") and the Missouri Valley Conference, Inc. ("MVC"), which is expected to be executed on or about July 1, 2015, whereby ESPN has a license to produce and distribute certain MVC intercollegiate events.

**ESPN Benefits** means the benefits listed on Exhibit A granted to ESPN by MVC pursuant to the ESPN Agreement.

**Excluded Categories** means a sponsorship which directly promotes the sale of: tobacco products, but does not include the industry growers responsibility messaging, which is permissible; firearms; sexually explicit products or services; material that is defamatory, obscene, profane, vulgar or otherwise considered socially unacceptable or offensive to the general public or may cause harm to student-athlete health, safety and welfare. For clarification and the avoidance of doubt, except for Excluded Categories, MSSP may sell a sponsorship and/or promotion in any other category throughout the Term.

**Excluded Sponsors** means those sponsors with whom University alone is permitted to contract. University acknowledges and agrees however that as of the Execution Date and for the remainder of the Term, other than in the pouring rights category which has been contracted by University, shall be limited to the following sponsors with respect to their "cornerstone" sponsorship of the Arena or the Robert W. Plaster Stadium scoreboard: Great Southern Bank,



Mercy Health, Price Cutter and BancorpSouth. For purposes of clarification, BancorpSouth has the only “cornerstone” sponsorship of the Robert W. Plaster Stadium Scoreboard. MSSP shall have the right to upsell all Excluded Sponsors. University will not enter into any other agreements with Persons during the Term if any of such agreements include any of the Multi-Media Rights granted to MSSP under this Agreement. At the expiration of the cornerstone agreements with Great Southern Bank, Mercy Health, Price Cutter and BancorpSouth, the University will have the right to renew such agreements and keep all resulting revenue, provided it does not provide any additional multimedia rights to such sponsors. If any of the foregoing sponsors do not renew their agreements, the assets included in such agreements shall be included as Multi-Media Rights granted hereunder without any further action by either Party. At the expiration of the University’s existing pouring rights agreement, MSSP shall be permitted to participate and assist the University with regard to the negotiation of any future pouring rights agreement during the term of this Agreement, as further delineated in Section 3.2. University will not, without MSSP’s prior written consent, amend its contract with the pouring rights partner or enter into a new contract with a pouring rights partner if such amendment or new agreement grants additional Multi-Media Rights or expands the exclusivity restrictions set forth in the existing contract, including by granting additional exclusivity categories or expanding the definition of existing categories (e.g., the definition of “beverages”) beyond the exclusivity restrictions set forth in such contract as of the Execution Date in order to protect MSSP from losing future sponsorship sales opportunities.

**Exclusivity Sponsor** means a sponsor of MSSP who is granted exclusive sponsorship rights within a particular sponsorship category.

**First Capital Subsidy Payment** shall have the meaning set forth in Section 4.5.

**Fulfillment Benefits** means those benefits, such as tickets or signage, which MSSP will provide to Excluded Sponsors under Retained Agreements. If any Retained Agreements are amended or if any future agreements are in effect with an Excluded Sponsor that require MSSP to provide Additional Fulfillment Benefits, then before MSSP is required to provide the Additional Fulfillment Benefits, MSSP and University will meet to determine if the Additional Fulfillment Benefits are available and if they are available, the Additional Benefit Cost, which when agreed upon, shall be deducted by MSSP from the Guaranteed Rights Fee.

**Game Breaks** means stoppage in an Athletic Event as a result of half-time, quarter breaks, game time-outs as well as pre-game and post-game periods of time surrounding the Athletic Event.

**Game Coverage** means ongoing, regular and real-time commercial coverage of Athletic Events which not only include the game action but also includes Game Breaks.

**Guaranteed Rights Fee** means the amounts set forth in Section 4.1 of this Agreement as they may be adjusted in accordance with this Agreement.

**Hospitality Rights** means opportunities for fans to obtain food, drinks and tickets to University Athletic Events through specific designated programs established by MSSP.

**Licensing Agreement** means the University's existing agreement with the University's exclusive trademark licensing agency (presently, Collegiate Licensing Company, LLC).

**Limitations** means the amount of time during Game Breaks which MSSP may allot for University Signage so as not to interfere with the use of Game Breaks by MSSP for its sponsorships.

**Major Sponsorship Category** means, without limitation, the sponsorship categories of telecommunications (including wireless), insurance, banking (including financial services), automobile, health care and isotonic and soft drink beverages.

**Material Rule Change** means (i) any change in applicable law, rule, regulation or order of any governing authority having jurisdiction over University (specifically including without limitation the University's Board of Governors) or MSSP, (ii) any change in applicable constitution, bylaws, regulations or policies of the NCAA or any Athletic Conference, (iii) any change in any NCAA and Athletic Conference policies and agreements, (iv) any change in policy or practices of University or its Athletics Department related to the licensed rights, including without limitation any restrictions or limitations on the nature of permissible categories for which MSSP may sell sponsorships, or (v) any other change in restrictions or impairments upon MSSP's exercise of its sponsorship or related rights with respect to the licensed rights caused by actions of University (including its employees, agents or anyone affiliated with University), by the Conference or by the NCAA.

**Minimum Number of Games** means fifteen (15) home (including exhibition and regular season) men's basketball games and fifteen (15) home (including exhibition and regular season) women's basketball games each played at the Arena and five (5) regular season home football games played in the Stadium.

**MSSP** shall have the meaning set forth in the opening paragraph of this Agreement.

**MSSP Apps** means athletic-related Apps created by or for MSSP using Content.

**MSSP Financial Records** means any information University receives from MSSP under this Agreement which concerns the personal, financial or other affairs of MSSP, its members, stockholders, officers, directors, employees and sponsors including, but not limited to, sales summaries, revenue sharing reports, settle-up documents and any other documents relating to the reporting of financial and sales information by MSSP to University.

**Multi-Media Rights** shall mean the exclusive sales and marketing rights set forth in this Agreement as further described in Section 2.1 through 2.23 inclusive and Sections 2.25 and 2.26 with only those exceptions as specifically set forth herein, to all inventory associated with Athletic Events and Athletic Facilities, including, but not limited to, print, media, sponsorships, existing or new signage not already contracted to other Persons as of the Execution Date, and other promotional and sponsorship rights for football, men's and women's basketball games and other intercollegiate sports; including souvenir game programs and roster cards, at-event hospitality, at-event impact (such as product displays and sampling, couponing and title and presenting sponsorships), branding of products including the branding of concession products to the extent not inconsistent with University's pre-existing concessions agreement with Ovation Food Services (now Spectra) (i.e., "Lay's Potato Chips" as opposed to merely "Potato Chips"), highlight DVDs, coaches' endorsements, rivalry series sponsorships; existing or new temporary or permanent signage and promotional rights for home basketball games and all games, (except pre/post season tournament games) played at Neutral Venues where University is designated as the home team; temporary and permanent signage and promotional rights for all University home football games and all games played at Neutral Venues where University is designated as the home team; radio play-by-play broadcast rights and coaches' radio shows for all University intercollegiate sports, and television coaches' shows for all university intercollegiate sports, official athletic website sponsorship; digital rights, social media platforms such as but not limited to Facebook, You Tube, Twitter and Instagram and any other sponsor-related or promotional rights to University's athletic programs that may be subsequently agreed to between the Parties. For the avoidance of doubt, Multi-Media Rights shall also include the exclusive world-wide audio account of each event initiated at and from the athletic venue and at and from each coach's show irrespective of how the audio is thereafter transmitted. Notwithstanding the foregoing, nothing in this Agreement shall preclude University from using any branded products it chooses in conjunction with non-Athletic Events or non-Athletic Facilities.

**MVC** means the Missouri Valley Conference, of which the University is a member.

**NCAA** means the National Collegiate Athletic Association, of which University is a member as well as any successor organization of which University is a member.

**Network** means a television network created by or for the Athletic Conference which includes the University.

**Neutral Venue** means an athletic venue other than an Athletic Facility at which a University game is played.

**New Inventory Items** means all new inventory installed by University in an Athletic Facility after the Execution Date or a material upgrade in existing inventory which is capable and likely to add value to or enhance MSSP's then existing inventory. New Inventory Items do not include New Signage. All sponsorship rights for New Inventory shall belong exclusively to MSSP and sold by MSSP with the revenue collected therefrom included in the calculation of AGR.

**New Naming Rights Agreement** means any agreement entered into after the Execution Date by the University granting naming rights to any Person for any part or all of an Athletic Facility.

**New Signage** means existing signage in the Arena or any other Athletic Facility which is materially upgraded or signage which did not exist on the Execution Date in the Arena or any other Athletic Facility including but not limited to LED or DLP signage or new digital/video board displays.

**New Technology** means forms or methods of distributing broadcasts, exhibitory signage and/or delivering Content that were not being used by MSSP on the Execution Date. For the avoidance of doubt and clarification, New Technology is intended to replace, improve upon or enhance technology which currently exists as of the Execution Date but is not intended to grant MSSP any rights not otherwise provided in this Agreement.

**OAS** means the Official Athletic Website of the Athletic Department. The domain name for this site is [www.missouristatebears.com](http://www.missouristatebears.com).

**OAS Contract** means the contract in existence on the Execution Date for hosting the OAS with CBS Advanced Media, or any replacement or subsequent contract for hosting the OAS.

**Other Programs** means printed game day-type publications for football or women's basketball games as well as other University intercollegiate sports.

**Other Television Opportunities** may include, without limitation, television play-by-play programming at MSSP's expense of live and/or delayed televised broadcasting of football, men's and women's basketball games and men's and women's basketball championship preview shows live from the championship site. The provisions of Section 2.9 of this Agreement will determine whether or not Other Television Opportunities are available to MSSP and if they are available, the provisions of Section 2.26 of this Agreement relating to Additional Multi-Media Rights will be followed by the Parties.

**Person** means an individual, a sole proprietorship, a partnership (general or limited), a corporation, a limited liability company, an association, a joint stock company, a trust, a foundation, a joint venture, an unincorporated organization or any other business entity.

**Printed Materials** means the following Athletic Department printed promotional items: team rosters, ticket backs, parking passes, ticket applications and mailing inserts, ticket envelopes, posters, sports calendars, trading cards and schedule cards.

**Programs** shall mean a game day-type publication for a University intercollegiate athletic team.

**Replaced Vendor** means a University vendor who also has a sponsorship agreement with MSSP and who then terminates its sponsorship agreement with MSSP because that vendor was replaced by the University.

**Retained Agreements** means sponsorship agreements between University and an Excluded Sponsor as well as agreements between University and an Excluded Sponsor which include sponsorship benefits for an Excluded Sponsor as well as other matters.

**Revenue Share Percentage** means 50%.

**Satellite Agreements** means Satellite Rights that are included in an agreement between SiriusXM Satellite Radio and the MVC or any other Person including any amendment(s) thereto.

**Satellite Rights** means the satellite radio play-by-play broadcast of University men's basketball games as well as the rights to produce any other athletic programming including shoulder programming.

**Second Capital Subsidy Payment** shall have the meaning set forth in Section 4.5.

**S.I.L.** means sponsorships in public places that make use of a University logo.

**Specific Sponsorships** means retail promotions which make use of a University Mark, including, but not limited to, using a University Mark in mutually agreed point of sale advertising such as an end cap display at the end of an aisle in a grocery store or a department store, a countertop display, a permanent display or a temporary display in a business establishment.

**Stadia** collectively means the Robert W. Plaster Stadium where University's football games are played; the Betty and Bobby Allison South Stadium, where soccer games are played; and the Betty and Bobby Allison North Stadium, where field hockey games are played.

**State Farm Agreement** means the agreement between State Farm Mutual Automobile Insurance Company ("State Farm") and MVC, that is expected to be executed on or about June 22, 2015, whereby State Farm has become a sponsor of MVC.

**State Farm Benefits** means the benefits listed on Exhibit B granted to State Farm by MVC pursuant to the State Farm Agreement.

**Station** means a radio station or any other broadcast media outlet.

**Strategic Partnerships** means agreements obtained for the Athletic Department (other than trade benefits) with Persons for marketing, merchandise, promotional rights in connection with Persons who can provide services or products in the Athletic Department (i.e., the bus company transporting University's team(s) to the Athletic Event).

**Third Party Signage** means the signage of an Excluded Sponsor or a sponsor of the MVC Network or any other Network in an around an Athletic Facility.

**Threshold Amount** means \$500,000 of in-kind, trade benefits.

**Unauthorized Ticket Use** means the use of tickets to Athletic Events by a Station for a commercial sponsorship or commercial underwriting of any kind.

**University** shall have the meaning set forth in the opening paragraph of this Agreement.

**University Action** means the University entering into a New Naming Rights Agreement or similar agreement with a competitor of a MSSP Sponsor at an Athletic Facility or receiving a Donor Contribution from a competitor of a MSSP Sponsor at an Athletic Facility.

**University Marks and Indicia** means the University's name, its trademarks, service marks, logos, symbols, college colors and other licensed indicia, all of which may be used by MSSP and its sponsors in accordance with this Agreement. The particular University Marks and Indicia are set forth in Exhibit C to this Agreement.

**University Promotions** means the University's right during Game Breaks to promote University fundraising efforts, development projects, sports, the University, University events or accomplishments or athletic-related activities but not University's individual academic departments.

**University Signage** means University's use of signage in an Athletic Facility during Game Breaks solely for University Promotions.

**Violating Blog** means a blog containing Game Coverage, a Blog Sponsorship or which violates University or Athletic Conference policy.

**1.2 Term of Agreement.** This Agreement is legally binding upon the Parties as of the Execution Date but is meant to cover the period commencing as of the Commencement Date and continuing through June 30, 2026 (the “Term”), unless otherwise terminated as provided herein. Each contract year of the Agreement shall commence on July 1 and end on June 30 and such period shall sometimes hereafter be referred to as “Athletic Year.” It is anticipated that the Parties will regularly discuss changes and adjustments to this Agreement, including extending the Term hereof. In the event the Parties have not by then extended the Term beyond the current expiration date, then, no later than January 1, 2025, University shall meet and negotiate exclusively with MSSP through August 31, 2025 (the “Negotiation Period”) to arrive at mutually agreeable terms for an extension of the Term beyond June 30, 2026 (the “Extended Period”). University will not solicit, review or entertain any other offers or proposals from any third party relating to all or any party of the Multi-Media Rights granted to MSSP under this Agreement prior to or during the Negotiation Period. If, by the end of the Negotiation Period, the Parties are unable to agree upon the terms and conditions for the Extended Period (a term sheet containing the material terms agreed upon is sufficient to evidence an agreement between the Parties and a formal written signed agreement is not necessary), University may thereafter solicit, receive and accept offers from third parties relating to the Multi-Media Rights for the Extended Period. If an unsolicited offer or proposal for all or any part of the Multi-Media Rights is received by University or the Athletic Department electronically or through any other written communication during the Negotiation Period, University and the Athletic Department will promptly provide such offer or proposal to MSSP and immediately thereafter will destroy its contents, but in all events, neither University nor the Athletic Department will make use of it in any manner during the Negotiation Period.

For the period from the date hereof until the Commencement Date, the NSM Agreement shall remain in effect.

**1.3 Mutual Cooperation.** Throughout the Term, the Parties will cooperate to maximize the opportunities that will foster growth in both the amounts and the potential sources of revenue under this Agreement. To that end, the Parties, including University’s Athletic Director (and/or his/her designee) will meet, as they mutually agree is necessary, to discuss the rights and inventory granted to MSSP and any unexpected problems arising therefrom to arrive at mutually satisfactory solutions. The General Manager of MSSP will meet each month with University’s Athletic Director

or his/her designee at times mutually agreeable to the Parties. University will use reasonable efforts to inform University's Athletic Department staff (including coaches) of the specific responsibilities that are required of them in order to fulfill the Athletic Department's obligations to MSSP under this Agreement.

## **2. Grant of Rights; University Obligations.**

**2.1 Grant of Exclusive Radio Broadcast Rights; Satellite Rights.** Throughout the Term, University grants to MSSP, subject to any restrictions and modifications set forth by this Agreement, the exclusive rights to make or cause to be made live radio (including satellite radio under the terms that are more particularly described below in this Section 2.1, high definition radio, Spanish radio broadcasts, internet streaming and audio podcasts) broadcasts of all exhibition, pre-season, regular-season and post-season football, and men's and women's basketball, and baseball games (consistent with the markets in which games were broadcast in Athletic Year 2014-15), and, at MSSP's option: (i) basketball events such as Midnight Madness; and/or (ii) any other University inter-collegiate sport. All of such broadcast rights shall be exclusive to MSSP and shall also include any game or games selected for broadcasting by any local, regional or national radio network. Rights to the games specified under this Section 2.1 are exclusive of all other individual and independent networks except those officially designated as origination stations or networks of radio stations considered by University as part of the radio following the opposing team involved in the game being broadcast. University acknowledges that broadcast rights to post-season conference and national tournaments are important to MSSP's revenue. MSSP's inability to obtain such rights shall constitute a Diminishing Event. If at any time during the Term, either the Athletic Conference negotiates a Satellite Agreement which includes the University or MSSP negotiates a Satellite Agreement on behalf of the University with SiriusXM or another Person independent of the Athletic Conference, all revenue which University might receive under a Satellite Agreement shall be paid over to MSSP by University and included in AGR. All sponsorships in connection with MSSP's radio broadcast rights are exclusive to MSSP.

**2.2 Radio On-Air Talent.** MSSP will employ, at its expense, the radio on-air talent of the broadcast crew for football, men's and women's basketball, and baseball games. University will provide charter transportation for up to two (2) broadcast personnel (including on-air talent) and (subject to availability) current and potential sponsors for football, men's and women's basketball, and baseball games to the extent that the University has charter transportation for such sport/game.



In the event MSSP adds a sideline reporter and/or an engineer to the football broadcast crew, the University will provide additional seats on the team charter for travel to road games. MSSP will be responsible for all other transportation expenses for broadcast personnel (including commercial airfare and/or ground transportation, as the case may be), and MSSP will be responsible for all lodging and incidental expenses of broadcast personnel. If charter transportation is not available for football, men's and women's, and baseball basketball games, MSSP will be responsible for commercial air travel for those games.

**2.3 Programming.** MSSP shall produce, originate, broadcast and distribute the following programming with state-of-the-art equipment:

- A. Men's and Women's Basketball Games. MSSP will provide live radio broadcasts of each regular-season men's basketball game (conference and non-conference), Athletic Conference Tournament and other post-season games (if available) for University. Each men's basketball game broadcast shall include pre-game and post-game shows with live or taped, as available, coaches' interviews, in addition to comprehensive description of game action. MSSP shall provide for a play-by-play announcer, a color commentator and a producer, pay all costs associated with the operation and production of the Missouri State Radio Network except for those travel costs which are the responsibility of the University as set forth in Section 2.2.
- B. Football Games. MSSP will provide live radio broadcasts of each regular-season football game (conference and non-conference) and other post-season games (if available) for University. Each football game broadcast shall include pre-game and post-game shows with live or taped, as available, coaches' interviews, in addition to comprehensive description of game action. MSSP shall provide for a play-by-play announcer, a color commentator and a producer, pay all costs associated with the operation and production of the Missouri State Radio Network except for those travel costs which are the responsibility of the University as set forth in Section 2.2.
- C. Baseball Games. MSSP will provide live radio broadcasts of each regular-season baseball game (conference and non-conference) and other post-season games (if available) for University. Each baseball game broadcast shall include post-game shows with live or taped, as available, coaches' interviews, in addition to comprehensive description of game action. MSSP shall provide for a play-by-play announcer, a color commentator and a producer, pay all costs associated with the

operation and production of the Missouri State Radio Network except for those travel costs which are the responsibility of the University as set forth in Section 2.2.

D. Coaches' Radio Shows and Daily Shows. Throughout the Term, MSSP shall have exclusive rights to and shall use commercially reasonable efforts to produce, sell and commercially distribute a weekly one-hour radio shows featuring, for basketball, the head men's basketball coach and the head women's basketball coach, and for football, the head football coach, and shall make such shows available to its radio network affiliates. MSSP need only broadcast such shows if in its reasonable determination the broadcast of such shows are economically feasible. If MSSP broadcasts a coach's show for football and/or men's or women's basketball, University will make available and provide the services of the head coach for each such coach's show. University will pay the compensation, if any, of each coach for such shows. Further, MSSP will be granted the exclusive rights, at its option, to produce coaches' radio shows for other intercollegiate sports. If MSSP broadcasts a coach's show for football and/or men's or women's basketball, University shall include a requirement in the employment contract for each head coach of such sports that the coach attends each show produced by MSSP, provided such productions do not conflict with the coach's primary coaching responsibilities. The coach's shows may be broadcast with the coach participating by telephone in certain instances, or, through an assistant coach under certain circumstances. However, if MSSP elects to broadcast such shows, University shall use commercially reasonable efforts to cause the head coach to appear live and in person. In this regard, it is agreed that a period of time which is sufficient for the production of a sixty (60) minute weekly radio show will not unduly interfere with a coach's primary responsibility to University. MSSP may sell a specific placement of any or all of the coaches' shows at a location to be determined by MSSP, such as a local restaurant or other campus or off-campus location and University will make the coach available at such location. Placement of any coaches' shows at a location outside of the Springfield, Missouri metropolitan area will require University's prior approval which approval will not be unreasonably withheld or delayed. The failure or refusal of any coach to participate in such shows as requested by MSSP which failure or refusal continues after MSSP provides notice to the University of such failure or refusal shall be deemed a Diminishing Event.

MSSP shall have a first option to produce and broadcast coaches' shows for all other University intercollegiate sports teams. If MSSP elects not to broadcast any such coaches' shows, the University shall not authorize any other Person to broadcast such shows; provided, however, University may authorize its student-run television or radio station to produce and broadcast such shows so long as such shows contain no commercial sponsorship or advertising of any kind.

MSSP shall also have the exclusive right, at its option, throughout the Term, to produce, sell and commercially distribute a daily (Monday through Friday) radio show featuring University coaches and Athletic Department officials. With input from University, MSSP shall also have the exclusive right throughout the Term, but not the obligation, to produce other radio programming, including game broadcasts of other Athletic Events, in order to create new sponsorship inventory and programming and exposure opportunities for University.

Under no circumstance shall a University coach participate in any radio show (other than a show produced by MSSP) which features the coach; provided, however, a coach may participate in interviews of limited duration (less than 10 minutes) conducted on a non-recurring, non-compensated basis, during the sports segment of a news report or on a talk radio sports show.

The revenue collected from any coaches' show broadcast by MSSP shall be included in the calculation of AGR.

#### **2.4 Athletic Internet Site and Internet Video Streaming and e-Commerce.**

University's OAS will be produced by the University throughout the Term. Editorial content on the OAS shall be controlled by the University. University hereby grants to MSSP the exclusive rights to all revenue-generating opportunities (including any third party royalties or fees), which now or at any time during the Term may exist on the University's OAS, including, but not limited to, all rights to sell sponsorships in the form of company logos and messages on University's OAS, audio and visual streaming of sponsorship messages and direct internet access to other websites, the right to make use of social media platforms including the Athletic Department's (official and institutional) Facebook, YouTube and Twitter presences and the right to use and monetize Athletic Department's Content which University agrees to supply to MSSP at no cost to MSSP. Any revenue generated from such opportunities shall be included in the calculation of AGR. Content supplied by University to MSSP shall be up-to-date, relevant and enriched, with its focus being to drive more traffic to the

OAS. University may use its own Apps for its athletic teams to be used on mobile devices, tablets and computers for recruiting and similar purposes but in no event shall University Apps contain or reference any commercial sponsorships of any kind or be monetized in any manner such as through the sale of subscriptions for the Apps or the sale of merchandise through the Apps unless the revenue derived therefrom is paid over by University to MSSP and included in AGR. Further, University agrees that it will not supply Content for the Apps to the detriment of the Content to be supplied by University to MSSP under this Section 2.4. Subject to the written approval of the University, and unless otherwise prohibited by the OAS Contract or any subsequent hosting agreement, MSSP may create and monetize MSSP Apps using Content with the revenue from MSSP Apps included in the calculation of AGR. If the rights to on-line video streaming of athletic events on the OAS becomes available during the Term, such rights shall be deemed Multi-Media Rights hereunder and the University shall grant MSSP those rights on an exclusive basis, and the fees attributable thereto shall belong exclusively to MSSP for the remainder of the Term, and no adjustment to the Guaranteed Rights Fee shall be made but the revenue collected by MSSP shall be included in the calculation of AGR. University will supply MSSP, at no cost to MSSP, all licenses, rights, clearances, consents and permissions related to Content, photos, music, logos, videos, messaging and the like which may be required under the OAS Contract, any other hosting agreement, any Sponsorship Agreement, any Existing Agreement or for MSSP Apps. All resulting revenue derived by MSSP under this Section 2.4 shall be added into the calculation of AGR. The present OAS Contract for hosting the OAS is with CBS Advanced Media (“CBS”). The Parties acknowledge that there would be benefits and efficiencies to aligning sponsorship services with the University’s OAS. As a result, prior to extending or renewing its OAS Contract with CBS or entering into a new OAS Contract with CBS, or with any other hosting company, the University will first give MSSP’s affiliated entity, SIDEARM Sports an opportunity to meet to discuss their hosting capabilities.

**2.5 Digital Media Rights.** Subject to any Conference Agreement existing on the Execution Date but not thereafter, MSSP shall also have throughout the Term, exclusive right to use, exploit, monetize and retain the revenue from sponsorship and promotional rights associated with Digital Media Rights with all revenue included in the calculation of AGR. MSSP shall have the exclusive right to represent University in all advertising and sponsorship opportunities related to any University Wi-Fi/DAS/IPTV system installed during the Term in any Athletic Facility.

**2.6 Blogs.** University grants MSSP the exclusive rights throughout the Term to provide Game Coverage and to provide commercial sponsorship or promotion in such “Game Coverage” on a blog or other similar means which features, describes, includes or discusses any University team in action as it occurs provided that the blog adheres to any applicable NCAA or Athletic Conference rules. The Parties anticipate that such blog will be made available on University’s OAS. Nothing herein shall prevent University from writing its own blog(s) provided that no University written blog relating to the Athletics Department or Athletic Events may contain any commercial underwriting or commercial sponsorship of any kind. If either University or MSSP become aware of any Violating Blog, University will take all reasonable actions to eliminate the Violating Blog.

**2.7 New Technology.** The Parties recognize that from time to time New Technology may arise or be created that was not contemplated by the Parties or specifically mentioned in this Agreement. The rights to distributing and delivering Content by or through any form of New Technology that is not otherwise included in an existing Conference Agreement shall be included as part of the exclusive rights granted to MSSP, and the revenue from such rights shall be added to the AGR.

**2.8 Coach’s Television Show.** Throughout the Term, MSSP shall have the exclusive right, but not the obligation, to broadcast and sell all of the sponsorship inventory in a weekly coach’s television show and/or a video magazine show for football, men’s basketball and women’s basketball. In the event MSSP elects to produce such shows, MSSP will cover the cost of clearing and producing each show. From and after the Execution Date, University shall be responsible for any compensation due to the head football coach and the head women’s basketball coach for their participation in such shows, and will ensure that each coach participates in the shows and attends the production live and in person as requested by MSSP. MSSP shall be responsible for compensation due to the men’s basketball coach until such time as the University enters into a new employment agreement or amendment of an existing employment agreement with the head men’s basketball coach. From and after the date the University enters into a new employment agreement or amendment of an existing employment agreement with the head men’s basketball coach, University shall be responsible for any compensation due to the head men’s basketball coach for his participation in such shows, and will ensure that such coach participates in the shows and attends the production live and in person as requested by MSSP. The failure or refusal of any coach to participate in such shows as requested by MSSP which failure or refusal continues after MSSP provides notice to the University of such failure or refusal shall be deemed a Diminishing Event.

MSSP will retain all of the sponsorship inventory for each show and retain all of the revenue from any sponsorship sales attributable to each of such shows. The revenue collected from sponsorship sales shall be included in AGR. In lieu of an over-the-air broadcast of a coach's show, MSSP shall have the exclusive right to broadcast each such show over the internet, sell all of the sponsorship inventory related to the show and retain all of the revenue therefrom. The revenue collected from sponsorship sales shall be included in AGR. MSSP shall also have the exclusive right, at its option, throughout the Term to produce, sell and commercially distribute a weekly television coach's show and/or video magazine show for any other University intercollegiate team.

**2.9 Other Television Rights.** Subject to University's obligations under the ESPN Agreement, MSSP shall have the exclusive right to Other Television Opportunities which are not currently (as of the Execution Date) restricted by the Athletic Conference, the NCAA or a Network (the "Current Rules"). Such Other Television Opportunities include, but are not limited to: live and/or delayed broadcasting of as many football games and men's and women's basketball games as desired by MSSP subject to the Current Rules; a video magazine show; pre-game programming, starting line-ups and keys to the game; and half-time coverage including a scoreboard show, a feature on a University player or coach, interviews with the University coaches as well as the opposing team's coach. University will publicize the Other Television Opportunities by including programming information, affiliates list and other pertinent information on its regular schedule of press releases and Athletics publications. MSSP shall hire the broadcast crew subject to University's approval, which approval will not be unreasonably withheld. MSSP will pay travel cost for all televised football and men's and women's basketball road games whose broadcast rights belong to MSSP for on-air talent including airfare, hotel and meals. The University will however make available two (2) seats on any chartered flight for televised road football and men's and women's basketball games (in addition to the seats provided to the radio team). MSSP will retain all revenue generated from the Other Television Opportunities and such collected revenue will be included in the calculation of AGR. The University agrees that it will use best good faith efforts to ensure that MSSP is able to broadcast a total of 15 men's and women's basketball games on television during a given Athletic Year. In no event, however, shall the University provide MSSP with fewer than 12 total men's and women's basketball games to televise in a given Athletic Year. If, at any time, the University provides MSSP with fewer than 12 total men's and women's basketball games to televise in a given Athletic Year, such failure shall be a Diminishing Event hereunder and the process for a Diminishing Event shall be followed.

**2.10 Appearances and Endorsements by University Coaches.** MSSP will have the opportunity to make use of Coach Lusk (or his successor), Coach Steckel (or his successor), Coach Harper (or her successor), Coach Guttin (or his successor) and other University coaches for MSSP sponsored events and sponsor interactions as requested from time to time by MSSP at no cost to MSSP or its sponsors provided that the appearance is within thirty (30) miles of University's campus. While it is MSSP's preference that University coaches do not provide endorsements for any products or services, University will make best efforts to prevent its coaches from participating, directly or indirectly, in the endorsement of any products or services that directly compete with the products or services offered by MSSP's University-specific advertisers or sponsors or directly or indirectly states or implies endorsement by the University, and in any renegotiation of any employment contract for the current men's/women's basketball, football or baseball coaches or the negotiation of an employment contract with a new coach in such sports, University will seek to include a contractual provision prohibiting such coach from endorsing any products or services that directly compete with the products or services offered by MSSP's University-specific advertisers or sponsors or directly or indirectly states or implies endorsement by the University.

**2.11 Video/DVD Rights.** If MSSP and University mutually agree that a season ending highlight video or DVD is warranted for a particular team, MSSP shall, at its expense, produce or cause to be produced and sell and/or cause to be sold, such video or DVD and MSSP shall retain all of the revenue derived therefrom; provided, however, any such revenue shall be considered part of the AGR. MSSP shall also have the exclusive right to produce and sell a season Video/DVD for men's basketball. The collected revenue from a Video/DVD shall be considered part of the AGR. As between the Parties, the editorial content and the packaging layout/design of each such video or DVD must have University's approval, which approval will not be unreasonably withheld, delayed or conditioned.

If MSSP elects not to produce a highlight video or DVD for a particular team but University wishes to do so, University may, at its sole cost and expense, produce or cause to be produced a highlight video or DVD for that team, in which case any resulting revenue shall not be considered part of the AGR, but will instead belong solely to University.

**2.12 Game Programs.**

2.12.1 Football and Men's and Women's Basketball. MSSP shall have the exclusive right but not the obligation to print, publish, distribute and sell advertising and sponsorship space in football and men's and women's basketball game Programs. If the Parties mutually

agree that it is economically feasible to print, publish, distribute and sell advertising and sponsorship space in a football, a men's basketball, and/or a women's basketball Program as well as sell and distribute Programs for all home games played by University and those designated as home games although played on a neutral site, during its regular season, MSSP will undertake that obligation. All costs of preparing, printing and vending souvenir event Programs for all regular season home games will then be the responsibility of MSSP. Any Programs to be produced will be in a form, size and manner mutually agreed upon. If MSSP believes that Other Programs are financially viable and sustainable, upon mutual agreement of the Parties, MSSP will print, publish, distribute and sell sponsorship space in Other Programs, as well as sell and/or distribute the Other Programs. MSSP's rights with respect to Other Programs are exclusive and are part of the Multi-Media Rights granted to MSSP regardless of whether MSSP elects to produce Other Programs. The revenue collected from Programs and Other Programs less commissions and sales tax shall be included in the calculation of AGR but editorial content of Programs and Other Programs shall be retained by University.

2.12.2 Matters Relating to Football, Men's Basketball, and Women's Basketball Game Programs. If MSSP agrees to produce a football, a men's basketball, and/or a women's basketball Program, University shall be responsible for providing all written content and editing thereof that is required for each Program with the quantity of Programs produced determined by MSSP based upon its projection of sales demand. University will retain final editorial control of all content, but not advertising or sponsorships, in the Programs. To that end, if a Program is to be produced, University shall be responsible for supplying MSSP or its printer with static (i.e., not time-sensitive) game Program content not less than 15 days (or other timeframe mutually agreed upon in writing by the Parties) prior to a Program's publication. MSSP will provide University with such number of complimentary Programs as mutually agreed upon. Any additional Programs requested by University above the amount agreed upon to be paid for by University at MSSP's actual cost, as evidenced by receipt or invoice. To the extent University is not utilizing all of the Programs, the Parties will negotiate in good faith a reduced number of complimentary Programs on a going forward basis. Sponsorship revenue from game day Programs, along with net vending revenue (net vending revenue means gross revenue less sales tax and commissions) from game-day Program sales shall be considered as revenue billed and when collected by MSSP, included in AGR. If it is



agreed that a Program will be produced, the Parties will meet annually to discuss issues pertaining to the game Programs, including the format, and “look” of the game Programs for the upcoming seasons if either of the Parties make a request for such meeting.

2.12.3 Alternative Delivery of Game Program Content. The Parties acknowledge that there may likely be another manner of delivering Program and Other Program content and sponsorships through Alternative Program Technology. If Alternative Program Technology comes into existence during the Term of this Agreement, the right to sell sponsorships and derive any other related sources of income (e.g., a subscription fee) from the Alternative Program Technology shall belong exclusively to MSSP throughout the Term and MSSP, after consultation with University, may eliminate or phase out the use of Programs and/or Other Programs with the Alternative Program Technology. MSSP shall be responsible for the costs associated with Alternative Program Technology but those costs shall be subtracted from the revenue collected by MSSP from Alternative Program Technology in calculating revenue.

**2.13 Sponsorship Signage.** Throughout the Term, but subject to the rest of the provisions of this Section 2.13, University grants MSSP the exclusive rights to sell sponsorships, to the extent the University owns or controls such rights, on all the existing as well as all the future permanent signage (electronic or otherwise) and temporary signage in all University Athletic Facilities, including, but not limited to, the Arena and the Stadia, and further grants to MSSP the exclusive rights to sell sponsorships on all permanent and temporary signage, in all other Athletic Facilities. Notwithstanding the foregoing, MSSP shall not sell sponsorships or signage that compete with University’s existing vendor agreements, whether Campus Vendor Agreements or otherwise. For example, MSSP shall not sell sponsorships or signage to Pepsi-Cola, in light of University’s existing pouring rights agreement with Coca-Cola.

When New Signage is installed in any Athletic Facility, MSSP shall have advisory input in value engineering the final design and programming content of the New Signage in order that MSSP can better manage the sponsorships that will result from the New Signage. University will give strong consideration to engaging ANC Sports Enterprises, LLC to provide any New Signage in an Athletic Facility including being the ongoing content provider for such New Signage, provided that such consideration shall be consistent with University’s internal policies. All of the rights to sponsorships available in connection with the New Signage shall be licensed exclusively to MSSP throughout the Term, provided that such licensing does not conflict with University’s obligations

under any existing Conference Agreement including, without limitation, the ESPN Agreement; provided, however, if any New Signage is in replacement of signage for an Excluded Sponsor (“Replaced Signage”), then the Excluded Sponsor shall be entitled to the use of that New Signage in lieu of the Replaced Signage so long as the New Signage is not more prominent or better located than the Replaced Signage. Notwithstanding the foregoing, all New Signage must comply with University’s internal policies and standards, and is subject to final approval by University.

University reserves the rights to utilize University Signage (electronic, digital or otherwise) during Game Breaks for University Promotions as mutually agreed upon but in no event for any commercial underwriting or commercial sponsorship of any kind. University acknowledges and agrees that the primary purpose of Game Breaks, in the context of this Agreement, shall be for the use of sponsors and therefore MSSP shall have the right to impose reasonable Limitations on University Signage. The actual time allotted for sponsorship signage shall be mutually agreed upon between the Parties by April 1<sup>st</sup> of each Athletic Year of the Term for the following Athletic Year.

If any Third Party Signage encroaches upon a MSSP sponsor’s signage by reason of the Third Party Signage being visible either during a telecast or by the general public in an Athletic Facility, a Diminishing Event shall have occurred and the process for a Diminishing Event shall be followed which in this instance may also include University crediting MSSP with the amount of any credit or refund that MSSP may need to pay its sponsor as a result of the Third Party Signage.

MSSP acknowledges that all of MSSP’s rights in this Section 2.13 are subject to the ESPN Benefits.

The Parties acknowledge that the University’s baseball team plays its home games at Hammons Field. The University shall ensure that the sponsorship assets available to MSSP are never less than what was available to MSSP in the 2014-15 Athletic Year.

2.13.1 Athletic Facility Sponsorship Rights. Subject to the ESPN Benefits and the provisions of Section 2.14, the specific Athletic Facility exclusive sponsorship rights include the following signage, which are all deemed Multi-Media Rights:

**Arena Elements:**

- All digital signage located in or about the Arena including the main scoreboard ad panels, auxiliary boards, and fascia
- Vomitory displays

- Rights to University's main scoreboard ad panels, auxiliary boards and fascia (subject to the Great Southern Bank "cornerstone" sponsorship rights to the scoreboard corner panels)
- Rights to LED and LDP displays
- Any scorer's table, press row or baseline table sponsorship panels (rotational digital or static)
- Message center displays
- Video sponsorship displays
- Public address announcements
- Team entry canopies/signage
- Basketball goal post padding subject to applicable requirements, including without limitation University, Athletic Conference or NCAA rules, regulations and policies (collectively, "Applicable Rules")
- Backboard supports
- Temporary playing surface logo opportunities (in accordance with Athletic Conference and NCAA rules and limitations)
- Shot clock sponsorship panels subject to Applicable Rules
- Static signage opportunities in and around concession areas, facility entries/exits, lobbies, restrooms, concourses, portal entries/exits into seating areas
- Concourse, concession and lobby tabling and displays
- Temporary or permanent ad displays for special events
- Courtside, rotational and permanent signage
- Mezzanine permanent and rotational signage
- End-wall permanent and rotational signage
- Subject to the provisions of Section 2.13.6, the sponsorship sales rights for plastic cups, cup holders, souvenir cups, food containers, napkins, plates, wrappers and the like
- University, opposing team and scorer's table chairback sponsorship
- Press Backdrop
- Blimp signage
- New Signage

- Other opportunities as reasonably approved by University

**Robert W. Plaster Stadium Elements:**

- Electronic ribbon-board fascia displays
- Temporary signage
- Videoboard sponsorship displays and promotions at all events
- Tarps (on sidelines and/or end zone)
- Team entry canopy signage (if available)
- Public Address announcements at University athletic events
- Press conference backdrops
- Coaches' headsets
- Video board features, promotions, replay swipes, PSAs and billboards
- Cold air balloon signage if and when available
- Sideline equipment crates
- Sideline cooling systems
- Sideline employees (e.g., chain crew, managers, etc. clothing and equipment, if available)
- Team Benches
- Play Clock(s)
- Mobile Applications and Wi-Fi Access/Splash Pages
- Video board features, promotions, replay swipes, PSAs and billboards
- Virtual Signage rights during telecasts, subject to any rights retained by the broadcasting entity (e.g., ESPN)
- Main Scoreboard panels or positions
- Any sideline and end zone sponsorship panels
- Scoreboard tri-vision panels
- Field-level signage and banners
- Message Center Displays
- Concourse Displays
- Goal Post padding signage
- Digital Ribbon Board signage
- Television monitors and screens
- Restroom signage

- Subject to the provisions of Section 2.13.6, the sponsorship sales rights for plastic cups, cup holders, souvenir cups, food containers, napkins, plates, wrappers and the like
- New Signage
- Other opportunities as reasonably approved by University

**Other Athletic Facilities, including other Stadia:**

- Main scoreboard ad panels
- Any sideline and end-line sponsorship panels
- Message center displays
- Public address announcements
- University and opposing team bench and dugout signage
- Field fence panel signage
- Temporary or permanent playing surface logo opportunities
- Static signage opportunities that either currently exist or which MSSP may elect to sell in and around concession areas, facility entries/exits, restrooms, concourses, portal entries/exits into seating areas
- Temporary signage and displays for special events
- Subject to the provisions of Section 2.13.5, the sponsorship sales rights for plastic cups, cup holders, souvenir cups, food containers, napkins, plates, wrappers and the like
- Press Backdrop
- New Signage
- Other opportunities, subject in each case to prior approval by University

**2.13.2 Existing Message Board, Video Board Rights, and Public Address Announcements.**

Throughout the Term, University grants MSSP the exclusive rights to secure sponsors for announcements, messages and video board displays on existing public address, scoreboards or video boards including, but not limited to, out of town scores, trivia, statistics, features, segments, replays, commercial logo branded messages and contests at all Athletic Facilities. University will provide MSSP and its sponsors the necessary production and execution support needed for such announcements and messages at no cost to MSSP. MSSP and/or its sponsors shall be responsible for all extraordinary costs.

2.13.3 Maintenance of Sponsorship Signs, Message Boards and Video Boards. MSSP shall be responsible for all costs and expenses relative to any copy or art changes for replacement of existing signs, including, but not limited to, the identification of new sponsors or the upgrade of existing sponsor signs. University will be responsible for the maintenance of both the existing and any new permanent signage and equipment, including the video boards, rotating signage and static signage. University will also be responsible for payment of the game-day video board production charges. University will use commercially reasonable efforts to ensure that all such signage will be fully functional and operational as needed, and will promptly make any repairs necessary. Notwithstanding the foregoing, MSSP will be responsible, at its sole cost and expense, for any repair or maintenance to signage or equipment necessitated by the negligent or intentional acts of MSSP, its agents, employees, officers, subcontractors, licensees, or partners. Other than as a result of a force majeure event, if any signage is not fully functional and operational and, as a result, a MSSP sponsor's message is not shown in accordance with MSSP's agreement with that sponsor and further, if that Sponsor is unwilling to accept make-good benefits from MSSP for the message not shown which results in MSSP having to refund or credit a portion or all of the sponsorship fee ("Credit Amount") to the sponsor, then the Guaranteed Rights Fee shall be reduced, dollar for dollar by the Credit Amount.

2.13.4 Temporary Signage at Neutral Venues. Subject to the ESPN Benefits, MSSP shall have the rights to sell and/or create temporary signage opportunities at University games or events that occur at a Neutral Venue where University is designated as the home team and/or where the sponsorship and promotion rights are granted to University alone or in conjunction with another Person. Any such temporary signage shall be paid for, erected, maintained and operated at the sole cost and expense of MSSP. All of the revenue received by MSSP from any temporary signage shall be included in the AGR each year.

2.13.5 Sale of Branded Products Multi-Media Rights. Subject to University's existing vendor agreements (e.g., Ovations Food Services, Chartwells, Coca-Cola), throughout the Term, University grants MSSP the exclusive right to sell sponsorships for all branded products in all Athletic Facilities' concessions areas and MSSP will work with the concessionaire to develop branded product opportunities. The revenue from such sponsorship sales shall be included in the calculation of AGR. University will instruct all concessionaires to exclusively discuss with MSSP the purchase of a sponsorship from MSSP if the concessionaire wishes to have its or a third party's name or trademark on products (i.e., napkins, wrappers, cups, plates and the like) but to the extent

that a concessionaire does not wish to place a sponsorship on such items, then the concessionaire must use such items with no recognition or sponsorship of the concessionaire or any other Person on such items (i.e., plain paper napkin, plain cup, plain sandwich wrappers). For the avoidance of doubt and clarification, nothing in this Section 2.13.5 is intended to restrict a concessionaire from selling a product in a branded format if the name of the company providing the product is the name used to brand the items. For example, the sale of Coca-Cola in a Coca-Cola branded cup is permitted but the sale of Coca-Cola in a cup branded with the name of another sponsor other than Coca-Cola is not permitted by the concessionaire.

2.13.6 New Inventory Items. Except as otherwise agreed to by the Parties, throughout the Term, all New Inventory Items shall be marketed and sold exclusively by MSSP. Learfield will retain all revenue generated from the New Inventory Items with the collected revenue included in the calculation of AGR.

2.13.7 Arena Renovations. Within sixty (60) days following the announcement of any major renovation to the Arena by or on behalf of the University which is to occur during the Term, the Parties shall meet to engage in good faith negotiations regarding an amendment to this Agreement in light of such renovation, related inventory, rights and revenue opportunities. It is the expectation of the Parties that any renovation to the Arena will include inventory at least equivalent to that made available to MSSP hereunder in the Arena. If, despite the Parties' expectations, the inventory is not at least equivalent to that made available to MSSP hereunder in the Arena, a Diminishing Event shall have occurred and the process for a Diminishing Event shall be followed. The Improvements made to the Arena the cost of which were offset by Capital Subsidy Payments shall not be considered a renovation of the Arena.

## **2.14 Naming Rights; Campus Vendor Contracts.**

2.14.1 New Naming Rights Agreements or Donor Contributions. Except as set forth in Section 2.14.2 below, University shall not have any limitations under this Agreement with respect to it granting naming rights to any part or all of an Athletic Facility under a New Naming Rights Agreement or through a Donor Contribution. However, if as a result of a New Naming Rights Agreement or a Donor Contribution, MSSP loses any of its sponsorship rights or sponsorship inventory related to that Athletic Facility, or if the New Naming Rights Agreement or the Donor Contribution results in a University Action occurring which results in MSSP's loss of an Exclusivity Sponsorship or it being liable to the Exclusivity Sponsor for breach of contract, a Diminishing Event shall have occurred and the process for a Diminishing Event shall be followed.

The foregoing provision is intended to apply with respect to a New Naming Rights Agreement or Donor Contribution the University may enter into with respect to an Athletic Facility. The Parties agree that, other than with respect to such New Naming Rights Agreement or Donor Contribution, neither the University nor anyone acting on its behalf will enter into any other agreement with any third party granting such person or entity rights similar to those granted or licensed to MSSP under this Agreement, unless MSSP agrees in writing on a case-by-case basis. University also agrees that any and all sponsorship and promotional opportunities with respect to University Athletics or its teams during the Term will be granted only in connection with a corporate sponsorship agreement through MSSP pursuant to the provisions of this Agreement. In the event University desires to engage a third party, other than the Missouri State University Foundation, to market or sell naming rights to any Athletic Facility at any time during the Term, University will provide written notice thereof to MSSP and the Parties will negotiate in good faith, on an exclusive basis, the terms and conditions pursuant to which University would engage MSSP or one of its affiliates to provide such services. Such negotiating period shall commence as of the date MSSP receives the written notice and continue for ninety (90) days thereafter (the "Exclusive Naming Rights Negotiating Period"). If the Parties are unable to reach agreement during the Exclusive Naming Rights Negotiating Period, University shall be permitted to enter into an agreement with a third party to market and sell such naming rights provided such agreement is on financial terms no less favorable to the University than the final offer made to the University by MSSP.

2.14.2 Game Day Naming Rights. Subject to University's prior approval which approval will not be unreasonably withheld, delayed or conditioned, MSSP shall have the exclusive right, throughout the Term, to create areas of congregation in the Arena, the Stadia and in other Athletic Facilities that can be used as a game day related naming rights opportunity for a MSSP sponsor. Any revenue collected from a sponsor who obtains such naming rights opportunity will be included in the calculation of AGR.

2.14.3 Campus Vendor Agreements. If a Campus Vendor Agreement is no longer in effect with a Campus Vendor and if as a result of the Campus Vendor Agreement being terminated, the Campus Vendor no longer remains a sponsor of MSSP, then a Diminishing Event shall be deemed to have occurred and the process for a Diminishing Event shall be followed unless MSSP is able to replace the Campus Vendor with a sponsor in the same category as the Campus Vendor who spends an amount with MSSP equal to or greater than the amount spent by the Campus Vendor. A Diminishing Event shall not, however, occur if the reason why the Campus Vendor Agreement is no



longer in effect is due to (i) a breach of the Campus Vendor Agreement by the Campus Vendor, (ii) a failure of the Campus Vendor to provide products or services to the University which are commensurate with industry standards at competitive prices, or (iii) the University has other operational issues with the Campus Vendor. Prior to terminating a Campus Vendor Agreement, the University will use best efforts to resolve the issue or dispute and will involve MSSP in such process. A Diminishing Event will also occur if a change in the status of a Campus Vendor creates any new restrictions on MSSP's sales efforts if MSSP is prevented from selling a sponsorship or promotions to a Campus Vendor.

**2.15 Promotional Items and Events.** University grants MSSP the exclusive right, throughout the Term, to the following promotional items and events:

2.15.1 Printed Promotional Item Rights. MSSP will have the exclusive right to sell sponsorships on all University Athletic Department's Printed Materials, subject to any Applicable Rules, and provided that the sale of such sponsorships is financially viable for the University. The cost of the Printed Materials shall be borne by the University. If MSSP creates or develops a sponsorship that includes materials other than the Printed Materials, then it shall be responsible for the purchase and cost of those materials. MSSP will determine the sponsors and MSSP and University will mutually determine the amounts of Printed Materials to be provided. The design and editorial content for Printed Materials shall be mutually agreed upon by University and MSSP. MSSP shall have the exclusive sponsorship sales rights for all Printed Materials produced or funded by University and University will consult with MSSP in connection with the sponsor's logo recognition (i.e., size and placement of a sponsor's logo on a schedule poster) to ensure that the sponsorship value of the sponsor is adequately protected and recognized. MSSP shall provide all logo and materials to University in a timely manner in accordance with production schedules provided to MSSP.

2.15.2 Game Sponsorship; Promotional Sponsorship Rights and At-Event Impact Sponsorship Sales. Subject to the ESPN Benefits, MSSP will have, at a minimum, the exclusive right to secure sponsors for At-Event Impact Sponsorship Sales. University reserves the right to use, at no cost and expense to MSSP, any Game Breaks for University's Promotions. However, the Parties shall negotiate in good faith regarding the impact from any such activities (such as corporate recognition for a fundraising event) on MSSP's ability to sell, and a corresponding make-good of lost rights or inventory may be provided to MSSP.

In addition, the Limitations described in Section 2.13 shall likewise be applicable to the University Promotions. MSSP promotional activities may include, but are not limited to, premium item giveaways, fan contests on the field, floor, or in the stands, sponsored entertainment acts, exit product samplings, inflatables, games, temporary or permanent, couponing and free entrance and exit product distribution and product displays. By the 15<sup>th</sup> of May for each Athletic Year, MSSP will coordinate and discuss with University an annual game/event promotions sale plan. University will provide MSSP with assistance in the sponsorship, promotions and implementation/facilitation as needed during these game-related activities. Subject to any qualifications set forth herein, the following At-Event Impact Sponsorship Sales Inventory will be available throughout the Term exclusively to Learfield and will be deemed part of the Multi-Media Rights:

- Product displays
- Exit sampling, couponing and free exit product distribution to fans attending Athletic Events
- Title and/or presenting sponsorships of Athletic Events with the approval of University which approval will not be unreasonably withheld, delayed or conditioned any men's or women's basketball event as approved by the NCAA
- Pre-game, post-game, half-time and timeout in-arena/stadium, on-court/field promotions, contests, mascot/cheerleader appearances, corporate recognition/presentations, and/or giveaways
- Plastic souvenir cups and concession (food) containers for all Athletic Facilities subject to any applicable requirements, including without limitation Applicable Rules or matters otherwise addressed in this Agreement
- Mascot/Cheerleader appearances
- Inflatables/games
- Varsity team tournaments and special events
- Ancillary entertainment opportunities such as half-time shows
- Midnight madness-type events

The revenue collected by MSSP by virtue of its rights under this Section 2.15.2 shall be included in the calculation of AGR.

2.15.3 Game Day Hospitality Rights. Throughout the Term, University grants MSSP the exclusive rights to manage and sell Hospitality Rights and any revenue collected from Hospitality Rights shall be added to the calculation of AGR. MSSP will have the exclusive right to sell the following sponsorships:

- Title Sponsorships
- Game day Title Sponsors Hospitality
- Exterior Wrap co-branding with University
- Stage Banners and Other Signage
- Food vendors and beverage sales. For the avoidance of doubt and clarification, University will retain the revenue from the sale of food, and beverages but MSSP shall have the exclusive right to negotiate and sell sponsorship opportunities with the food and beverage vendors and retain the revenue therefrom which shall be included in the calculation of AGR.

2.15.4 Fan Festival Rights. In addition to those rights described in Section 2.15.2 and 2.15.3, throughout the Term, MSSP shall have the exclusive right to sell sponsorships, sponsorship packages (including tickets, meals and beverage vouchers) and corporate involvement for any new or existing interactive fan festival or related activities (e.g., Bear Fest Village) for Athletic Events (“Fan Festival Rights”). Any revenue collected by MSSP from such Fan Festival Rights shall be added to the AGR.

2.15.5 Licensing Opportunities & Retail Promotions. Commensurate with historical broadcast and sponsorship agreements, and subject in all events to University rules, the Licensing Agreement and University’s other licensing agreements, University grants MSSP the right, throughout the Term on a non-exclusive basis, to use University Marks on a Rights-free basis to MSSP and its sponsors with regard to any promotions, sponsorships, Specific Sponsorships, commercial endorsements, or any other marketing activities covered in this Agreement; provided, however, MSSP agrees that the sale of University logo-bearing merchandise by MSSP is prohibited unless such sales occur through a licensed University provider and such provider is required to pay to University royalties at the then applicable premium Rights rate on all sales of such merchandise; provided, further, that prior to such usage in connection with the implementation of partnerships and production of products and sponsorship activities conducted by MSSP pursuant to the rights granted by University to MSSP under this Agreement, MSSP shall be required to submit in writing or via e-mail to

the official designated by the University (the “Trademark Licensing Director”) for approval, which approval will not be unreasonably withheld, delayed or conditioned. Once approved, MSSP need not again need the approval of the Trademark Licensing Director if the subsequent use of the University Mark is substantially similar to the prior use. The approval of the University Marks by the Trademark Licensing Director is limited solely to whether or not the University Marks are being used correctly but in no event shall approval be conditioned upon any creative or alternative manner of displaying the University Marks suggested by the Trademark Licensing Director. For the avoidance of doubt and clarification, MSSP’s use of the University Marks in order to conduct its everyday business such as using the University Marks on its letterhead, business cards, sales presentation materials, sponsor gifts and the like, does not require the University’s, or the Trademark Licensing Director’s approval. The Guaranteed Rights Fee and the AGR Threshold Amount are based in part upon MSSP’s ability to continue to sell specific S.I.L. MSSP shall have the right to sell S.I.L. throughout the Term of this Agreement subject to University’s or the Trademark Licensing Director’s approval of the artwork used in S.I.L. which approval will not be unreasonably withheld, delayed or conditioned. For the avoidance of doubt and clarification, in no event shall MSSP or its sponsors be required to pay any Rights when using the University Marks in connection with a sponsorship or promotion involving an item on which the University Marks appear if the item is given away by MSSP or the sponsor as part of a promotion as opposed to the item being sold by MSSP or a sponsor. University acknowledges and agrees that items using the University Marks that are sold are the only items which are subject to a Rights.

MSSP and those MSSP sponsors of University will have the exclusive right to use tickets in their retail promotions and all their projects which are related to MSSP’s rights under this Agreement. The Parties agree not to allow the use of athletic event tickets for promotional purposes that specifically compete with MSSP’s sponsorship sales efforts by all other parties without the approval of University and MSSP, not to be unreasonably withheld.

2.15.6 Trademark Licensing Agent. Subject to University’s internal policies (including, without limitation, those pertaining to the University’s bidding process), University will give good faith consideration to engaging Learfield Licensing Partners, LLC (“LLP”) as its exclusive trademark agent when its current Licensing Agreement expires.

**2.16 Rivalry Series; Neutral Site Games.** The Parties will cooperate in the development

of additional promotional marketing opportunities, including, but not limited to, the right to market and/or create one or more corporate-sponsored rivalry series for all Athletic Events. The decisions as to whether a rivalry series is to be created and the specific details of any new rivalry series events will require the mutual agreement of the Parties. The rights obtained by University surrounding any rivalry series shall be on an exclusive basis, including game sponsorships, print rights and all other promotional items.

To the extent that a University game is scheduled to be played at a Neutral Venue where University is designated as the home team and/or where the sponsorship and promotion rights are granted to University alone or in conjunction with another Person, the Parties will negotiate in good faith for a period of not less than sixty (60) days to determine the cost of implementing and producing the rights applicable to the Neutral Venue game, the amount, if any, that MSSP will contribute to that cost, the potential revenue to be afforded from the rights to Neutral Venue Game, the number of Neutral Venue games to be played during the Term, the remaining Term during which the rights to a Neutral Venue game might be available to MSSP and the value retained by University in connection with the game (collectively, the “Negotiation Matters”). The Parties will continue to meet and negotiate in good faith until the Negotiation Matters are agreed upon. If the rights to the Neutral Venue game(s) are granted to MSSP, this Agreement shall be amended to include the terms and conditions governing the rights to the Neutral Venue game(s). If the rights to the Neutral Venue game(s) are obtained by MSSP, they shall then be incorporated into and made a part of MSSP’s Multi-Media Rights. University will not permit the selection of any competitor of a MSSP client in a Major Sponsorship Category, for a title sponsorship, a secondary or a “presenting” sponsorship without the consent of MSSP, to the extent that University has the right to permit or withhold approval of such competitor. For the avoidance of doubt and clarification, a game will not under any circumstances be considered a Neutral Venue game if a ticket to that game is part of a season ticket package offered for sale by the University.

**2.17 Miscellaneous Sponsorship Opportunities.** Throughout the Term, University grants MSSP the following exclusive miscellaneous sponsorship opportunities which will be deemed part of the Multi-Media Rights, the collected revenue from which shall be included in the calculation of AGR:

- E-mail blasts or linkable factors within existing University combined messages (excluding communications sent out by the Missouri State University Alumni Association or the Missouri State University Foundation)

- Any additional or new broadcast, print and/or internet programming
- E-commerce (including but not limited to apparel, merchandise, DVDs, memorabilia, publications, photos, videos, auctions) should any or all become available during the Term
- Live Stats should it become available during the Term
- E-Newsletters (excluding communications sent out by the Missouri State University Alumni Association or the Missouri State University Foundation)
- Live Stats through wireless devices, subject to University's existing vendor agreements
- Affinity Products and Specialty Merchandise
- Strategic partnership (i.e., business-to-business) opportunities that leverage the University brand and result in the sponsor becoming a preferred provider for the University – for example, office supplies, managed print, overnight courier service, cleaning services, healthcare, etc. University, however, shall have discretionary approval over all sponsors, media partners and other third parties with whom MSSP proposes to enter into a strategic partnership. For the avoidance of doubt, MSSP may not enter into an agreement with any party associated with tobacco products, weapons, alcohol, or for other products or services that does not support the interests of University. If MSSP sublicenses the right to extend such strategic partnership opportunities, it shall ensure that sub-licensee complies with the aforementioned terms. Only that portion of revenue from a University-side business-to-business agreement that is allocated to the University's Athletics Department for athletic marketing and promotional assets shall be included in the calculation of AGR under this Agreement. AGR shall not include revenue generated from vendor agreements entered into on or before July 1, 2015. To the extent that MSSP assists University in securing bids from vendors, all bidding processes and contracts shall conform to University's internal policies and Missouri, including without limitation prevailing wage requirements.

**2.18 Coach's Branding Rights.** In the event that the University acquires the right to trademark one or more phrases identified with a University coach and/or a particular University athletic program, or if the University acquires the right to make use of the likeness of a University coach (each a "Coach's Branding Right"), University will coordinate with MSSP regarding the use

of a Coach's Branding Right and will make commercially reasonable efforts to prevent the Coach's Branding Right from being used in a manner detrimental to MSSP's rights under this Agreement. University further agrees that if it enters into an employment agreement with a new coach under which the coach and not the University will retain the Coach's Branding Right ("Coach's Employment Agreement"), the University will use reasonable efforts to ensure that the terms of the Coach's Employment Agreement will include a provision that restricts the Coach from using a Coach's Branding Right in a manner which is detrimental to MSSP's rights under this Agreement or the rights of an existing MSSP sponsor.

**2.19 Arena/Stadia Use.** With the prior approval of University, not to be unreasonably withheld, delayed or conditioned, during each Athletic Year of the Term, MSSP will have the right to make use of mutually agreed upon unnamed areas of the Arena and the Stadia for game day related sponsor events and interactions with fans at no cost to MSSP or the sponsor (other than the sponsorship fee paid by the sponsor to MSSP that is included in AGR).

**2.20 Displaced Games.** If a Displaced Game should occur during the Term, then a Diminishing Event shall have occurred and the process for a Diminishing Event shall be initiated; provided, however, if the Displaced Game is replayed in the same season with another home game involving the original team, or if MSSP retains all of its sponsorship benefits under this Agreement at the Neutral Venue where the Displaced Game is played (each a "Replacement Game"), then there shall not be a Diminishing Event. If there is no Replacement Game and the Displaced Game is a result of anything other than a force majeure event, then a fair and equitable adjustment in the Guaranteed Rights Fee will be negotiated in good faith by the Parties which could include any credit due a sponsor by MSSP or other monetary loss incurred by MSSP to a sponsor whose sponsorship benefits are not provided to the sponsor because of the Displaced Game.

**2.21 Minimum Number of Games.** If in any Athletic Year of the Term, the Minimum Number of Games are not played, a Diminishing Event shall be deemed to occur and upon such occurrence, the following process shall be followed: MSSP shall submit to University a substantiation of the value attributable to the game(s) which were not played along with reasonable substantiation for its calculation whereupon the Parties will meet within thirty (30) days thereafter to discuss MSSP's calculation and agree upon the remedy for MSSP's loss of the rights which could include any of the following or a combination thereof: (i) a reduction in the Guaranteed Rights Fee; (ii) an extension of the Term; (iii) granting MSSP Additional Multi-Media Rights; (iv) providing MSSP with additional tickets; or (v) any other remedy that the Parties may agree upon. The Parties

will continue to meet and negotiate in good faith until a remedy is agreed upon.

**2.22 Campus-wide Opportunities.** While MSSP's Multi-Media Rights do not include the right to sell sponsorships in connection with University campus-wide business relationships ("Campus-wide Opportunities"), University recognizes that MSSP's marketing capabilities can provide additional sources of revenue to University that might not otherwise be obtained but not for MSSP's involvement. University therefore agrees to give good faith consideration to working with MSSP to establish a business relationship that allows MSSP to obtain Campus-wide Opportunities for University. Notwithstanding the foregoing, only that portion of revenue from a University-side business-to-business agreement that is allocated to the University's Athletics Department for athletic marketing and promotional assets shall be included in the calculation of AGR under this Agreement. AGR shall not include revenue generated from vendor agreements entered into on or before July 1, 2015. To the extent that MSSP assists University in securing bids from vendors, all bidding processes and contracts shall conform to University's internal policies and Missouri, including without limitation prevailing wage requirements.

**2.23 Tickets, Parking and Other Merchandising/Hospitality.** Throughout the Term, University shall provide MSSP, at no cost, with (i) a suite (and all associated game tickets and parking passes generally associated with a suite) at the Arena for all home men's and women's basketball games consistent with past practice, (ii) a suite (and all associated game tickets and parking passes generally associated with a suite) at the Robert W. Plaster Stadium for all home football games, and (iii) tickets to Athletic Events in amounts and in locations requested from time to time by MSSP (subject to availability), including requests for tickets to be included within sponsorship packages, but in no event shall University provide MSSP with less than the Base Ticket Amount. MSSP shall have the right to purchase an agreed upon number of tickets to the tournaments, Conference Championships and other NCAA tournament games in which a University team participates.

University shall also provide MSSP, at no cost to MSSP, a number of access credentials and parking passes for client development and sponsorship and promotion implementation as reasonably requested by MSSP, but in no event less than the number of access credentials and parking passes that were provided to NSM during the 2014 – 2015 Athletic Year. Said access credentials and parking passes shall be of the same or better quality as provided by University during the 2014 – 2015 Athletic Year.



MSSP will have the right to use tickets in their retail promotions and all their projects which arise directly from MSSP's rights under this Agreement. The Parties agree not to allow the use of Athletic Department event tickets by Persons for promotional purposes that specifically compete with MSSP's sponsorship sales efforts ("Restriction") without the approval of MSSP, not to be unreasonably withheld. It is understood that the University maintains the ability to offer tickets in exchange for the promotion of licensing merchandise on a limited basis, and for marketing incentives to increase attendance (each an "Approved Use"). An Approved Use shall not, however, include the use of tickets in conjunction with a corporate sponsorship or promotion. For example, if station WFNI ("Station") is provided with fifty (50) tickets to a University men's basketball game ("Complimentary Tickets") in exchange for Station promoting the game on behalf of University but Station then sells a corporate sponsorship in connection with the Complimentary Tickets, such use of the Complimentary Tickets by the Station is not an Approved Use but Station's offering of the Complimentary Tickets to the first 50 listeners who call into the Station would be an Approved Use. For the avoidance of doubt, tickets provided for an Approved Use shall be subject to an agreement between University and the Station which shall contain language substantially similar to that set forth in Exhibit D of this Agreement in order that the tickets are used only for an Approved Use. If despite such restriction, tickets are not used for an Approved Use and University recovers any revenue received by Station from a Non-Approved Use, University will pay over to MSSP any revenue University receives which shall be included in AGR. Notwithstanding the foregoing, nothing in this Agreement shall be precluded so as to restrict or preclude the University from providing athletic tickets to friends of the University.

**2.24 Office Space.** In order to facilitate MSSP's efforts on behalf of University, throughout the Term University shall provide to MSSP furnished office space in the Arena for up to three employees consistent with past practice (the "Space"). No rental or similar fee will be charged to MSSP by University for the Space but MSSP will be responsible for payment of out of pocket expenses such as supplies, long distance telephone calls and internet service. The Space shall be of an amount and size no less than that historically provided to NSM. The Space will be have telephone service and internet access. If MSSP desires to expand its staff solely to improve its ability to carry out its responsibilities under this Agreement, and subject to availability, University shall use good faith efforts to provide MSSP with additional office space in reasonable proximity to the Space or in a different area. MSSP shall ensure that any and all of its employees and agents in the Premises comply at all times with all applicable requirements, including, without limitation, federal, state,

municipal and county laws and University, Athletic Conference and NCAA rules, regulations and policies.

**2.25 Additional Multi-Media Rights.** The University recognizes that the development and marketing of Additional Multi-Media Rights for universities with major athletic programs is both dynamic and evolving and that opportunities for Additional Multi-Media Rights may become available during the Term. Accordingly, the Athletic Department expects that MSSP will seek Additional Multi-Media Rights. If during the Term Additional Multi-Media Rights come into effect either by reason of their development by MSSP, its affiliated entities or by reason of them becoming available at other MSSP affiliated entities, it shall notify the University of those Additional Multi-Media Rights and provided that such Additional Multi-Media Rights are not prohibited by University rules or regulations, Athletic Conference rules or regulations or NCAA rules or regulations, then such Additional Multi-Media Rights shall be licensed exclusively to MSSP for the remainder of the Term. When Additional Multi-Media Rights become available to MSSP, the following procedure shall be followed: an amendment to this Agreement will be signed by University and MSSP identifying the specific Additional Multi-Media Rights granted by University to MSSP for Athletic Events. The Additional Multi-Media Rights granted to MSSP by University shall be exclusive to MSSP for the remainder of the Term. MSSP will retain all collected revenue from the Additional Multi-Media Rights which will be included in the calculation of AGR.

### **3. MSSP Obligations.**

**3.1 Efficient Operation.** Except as otherwise provided in this Agreement, MSSP will furnish all labor, management, supplies, and equipment necessary to fulfill its obligations herein; provided, however, University will provide non-financial assistance for sponsorship fulfillment and execution (principally, execution of game-day promotions for MSSP's sponsors such as on-field or on-court contest during pre-game, half-time or a time out) at no expense to MSSP consistent with the fulfillment assistance provided by University during the 2014 – 2015 Athletic Year. Throughout the Term, University will continue to pay for traditional Athletic Department expenditures associated with the Multi-Media Rights such as video board and scoreboard maintenance, media guide production, OAS hosting and maintenance as identified in the OAS Contract, coaches' talent fees, ticket promotional materials and advertising, merchandising, facilities, operations and Athletic Event operations.

**3.2 Excluded Categories of Sponsorships.** Notwithstanding anything contained in this Agreement to the contrary, MSSP may not sell any sponsorships in Excluded Categories; provided, however, at the expiration of the current term of the University's pouring rights agreement with Coca-Cola, MSSP shall be permitted to participate and assist the University in the marketing, sale and negotiation of any future pouring rights agreement or renewal during the Term, provided, however, that the decision to amend said pouring rights agreement shall remain within the sole discretion of University. MSSP shall not receive compensation from any future pouring rights agreement unless the revenue value of the future pouring rights agreement exceeds the revenue value of the current pouring rights agreement ("Increased Revenue Value"). If any future pouring rights agreement results in Increased Revenue Value, the Increased Revenue Value for the Athletic Department shall be included in the calculation of AGR under this Agreement. Only that portion of Increased Revenue Value from a University-wide business-to-business contract that is allocated to University's Athletic Department for athletic marketing and promotional assets shall be included in the calculation of AGR under this Agreement.

**3.3 Permits.** MSSP will be financially responsible for obtaining all required permits and licenses and hereby agrees to comply with pertinent University rules and policies and municipal, county, state and federal laws, and will assume liability for all applicable taxes such as sales and property taxes. MSSP agrees to cooperate with University to avoid or minimize any potential unrelated business income tax but in no event shall MSSP be liable for any such tax that might be attributable to University by reason of this Agreement.

**3.4 Successful Performance.** Recognizing that successful performance of this Agreement is dependent on mutual cooperation between MSSP and University, MSSP will meet regularly with University to review MSSP's operations pursuant this Agreement and make necessary adjustments.

**3.5 Pricing and Packaging of Inventory.** The development of the pricing and the packaging of all sponsorship inventory available to MSSP under this Agreement shall be made in the sole and absolute discretion of MSSP.

#### **4. Payments to the University.**

**4.1 Guaranteed Rights Fee.** As payment for the rights licensed under this Agreement, MSSP will pay University the Guaranteed Rights Fee in such amounts as set forth below. The Guaranteed Rights Fee described below is based upon all of the Assumptions being accurate. If any

or all of the Assumptions do not occur, are not accurate or do not remain in effect for the entire Term, then such occurrence shall constitute a Diminishing Event and the process set forth in the definition of a Diminishing Event shall be initiated. If the Base Sponsorship Inventory or elements are materially reduced or eliminated, University will either replace inventory or reasonably alleviate those issues specifically identified by MSSP in writing associated with such inventory to MSSP's reasonable satisfaction, failing which, such occurrence shall, at MSSP's election, constitute (i) a material breach of this Agreement, or (ii) a Diminishing Event and the process described above for a Diminishing Event relating to the Assumptions shall be initiated for the Base Sponsorship Inventory.

Subject to any adjustments under this Agreement, the Guaranteed Rights Fee for the Term shall be as follows:

<u>Athletic Year</u>	<u>Guaranteed Rights Fee*</u>
2015 – 2016	\$332,500
2016 – 2017	\$382,500
2017 – 2018	\$482,500
2018 – 2019	\$532,500
2019 – 2020	\$582,500
2020 – 2021	\$632,500
2021 – 2022	\$682,500
2022 – 2023	\$732,500
2023 – 2024	\$782,500
2024 – 2025	\$832,500
2025 – 2026	\$882,500

\* The Guaranteed Rights Fee includes \$57,500 per Athletic Year to offset the cost to the University of paying coaches for their participation in weekly television shows for women's basketball and football. If and when University enters a new agreement with the men's basketball coach that provides for the University to pay the compensation for coach's participation in a weekly radio and/or television show, the Guaranteed Rights Fee will at that point be increased by an amount up to \$30,000 per Athletic Year to reflect the University's increased cost. Such change shall be reflected in an amendment to this Agreement that shall be signed by both Parties hereto.

All Guaranteed Rights Fees owed by MSSP shall be paid one-half on or before December 31 and one-half on or before July 31<sup>st</sup> of the following Athletic Year, with a final settle-up derived through the agreed AGR Threshold Amount, or other adjustments made on or before October 31<sup>st</sup> of the following Athletic Year.

In no event shall the Guaranteed Rights Fee be less than the amount stated above except for Diminishing Events. Unless specifically agreed by the University in writing, MSSP will not solicit and/or secure in-kind, trade benefits above the Threshold Amount.

**4.2 Other Reductions to Guaranteed Rights Fee; Conference Action or Material Rule Change.** Notwithstanding anything contained in this Agreement to the contrary, a Diminishing Event shall be deemed to have occurred and the process for a Diminishing Event shall be initiated if any one or all of the following events occur and thereby reduce MSSP's revenue during the Term of this Agreement:

- A. University's football, men's basketball, or women's basketball team incur disciplinary sanctions which prevent the team from appearing in post-season games, conference championship games or post-season conference tournaments, NCAA or NIT tournaments; or
- B. The football or men's basketball programs are eliminated or substantially curtailed; or
- C. The football team is no longer a member of the Missouri Valley Football Conference or another comparable (in MSSP's reasonable opinion) conference.
- D. The men's or women's basketball program is no longer a member of the MVC or another comparable (in MSSP's reasonable opinion) conference; or
- E. The cancellation for any reason of a scheduled University football or men's basketball home game being played at its originally scheduled athletic venue; or
- F. A Conference Change that materially diminishes or restricts MSSP's ability to obtain sponsorship agreements or to otherwise exercise its licensed rights under this Agreement. For purposes of this section, a "Conference Change" means a change in University's athletic conference affiliation or a material change in the nature of the Athletic Conference, whether because of (i) University's withdrawal or departure from an Athletic Conference or (ii) the Athletic Conference disbands or merges with another conference.

G. If, during the Term, University and/or its athletics program is the subject of Material Adverse Publicity (as defined below), whether due to sanctions by the NCAA for major violations in its athletic programs or otherwise, which Material Adverse Publicity materially diminishes or restricts MSSP's ability to retain or obtain sponsorship agreements or to otherwise exercise the licensed rights. For purposes of this section, "Material Adverse Publicity" means public attention or scandal in the form of television, print media, internet news reports, or other public news reporting, after the date hereof, that arises from and relates to activities, conduct, investigations or situations on campus at University or affecting or relating to University's athletic programs and which public attention or scandal is of such a negative or adverse nature that sponsors or potential sponsors considering sponsoring University athletics are or could be prompted to discontinue sponsorships or the pursuit of new or replacement sponsorships as a result of not wanting to be associated with the negative image or scandal; provided, however, that such Material Adverse Publicity must not have been directly caused by any act or omission of MSSP or its employees or subcontractors.

Nothing in this Agreement is intended to allow University, the Athletic Department, the Conference or the NCAA to take back in whole or in part any rights licensed exclusively to MSSP under this Agreement or to allow the University, the Athletic Department, the Conference or the NCAA to enact a Material Rule Change. If (i) University is requested by the Conference to approve of a Conference Action, (ii) University is requested by the Conference or the NCAA to adopt a Material Rule Change or (iii) University or the Athletic Department wish to enact a Material Rule Change, University must obtain MSSP's prior written consent which consent will not be unreasonably withheld. If MSSP is willing to grant its consent to a Conference Action or a Material Rule Change, its consent will be conditioned upon University entering into a mutually satisfactory amendment to this Agreement ("Amendment") under which University agrees to make MSSP whole for all financial ramifications of the Conference Action or the Material Rule Change for the remainder of the Term. Until and unless the Amendment is fully executed by the Parties, MSSP's consent shall not be considered granted or deemed granted or inferred by reason of any conduct of MSSP. Any action or attempt by the University to approve, enact or comply with a Material Rule Change or Conference Action without MSSP's prior written consent, shall be deemed

a Diminishing Event or, depending on the magnitude of the financial impact to MSSP, a material breach of this Agreement.

**4.3 Athletic Department Trade.** MSSP will use good faith efforts to renew each Athletic Year of the Term in-kind, trade benefits in exchange for sponsorship rights up to the Threshold Amount. The cost of any merchandising elements associated with Athletic Department trade agreements shall be the sole responsibility of University and not MSSP. MSSP reserves the right to substitute alternative inventory to current trade customers if those customers are otherwise displacing potential cash paying customers.

**4.4 Revenue Sharing.** Subject to any adjustments under this Agreement, in addition to the Guaranteed Rights Fee listed in Section 4.1 above, MSSP will pay University the Revenue Share Percentage of collected AGR that exceeds the AGR Hurdle Amounts set forth below:

<u>Athletic Year</u>	<u>AGR Hurdle Amount</u>
2015 – 2016	\$1,950,000
2016 – 2017	\$2,150,000
2017 – 2018	\$2,350,000
2018 – 2019	\$2,500,000
2019 – 2020	\$2,700,000
2020 – 2021	\$2,850,000
2021 – 2022	\$3,000,000
2022 – 2023	\$3,150,000
2023 – 2024	\$3,300,000
2024 – 2025	\$3,450,000
2025 – 2026	\$3,600,000

In the event the Guaranteed Rights Fee is increased to offset the University's incurring the cost for the men's basketball coach's participation in the weekly television programs, the AGR Hurdle Amount for such Athletic Year and each Athletic Year thereafter during the Term shall be increased by an amount equal to twice the amount of the increase in the Guaranteed Rights Fee. Any such adjustment shall be reflected in an amendment to this Agreement that shall be signed by both Parties hereto.

**4.5 Capital Subsidy Payments.** In addition to the payments set forth above, MSSP will make the following capital subsidy payments to University: (i) within 30 days after the full execution of this Agreement, \$180,000 (the “First Capital Subsidy Payment”), and (ii) on or before June 30, 2017, \$400,000 (the “Second Capital Subsidy Payment” and together with the First Capital Subsidy Payment, the “Capital Subsidy Payments”). The Capital Subsidy Payments shall be used by the University to purchase or offset the cost of a ribbon board for the Arena. Based on MSSP’s knowledge of the ribbon board industry, the Parties anticipate that the Capital Subsidy Payments will cover the full cost of the ribbon board. University will ensure that the ribbon board is installed in the Arena and operational for the first game of the 2015-16 men’s basketball season. MSSP is relying on the representation and warranty set forth in the preceding sentence in setting the Guaranteed Right Fee amount for that Athletic Year. In the event the ribbon board is not installed and operational by the first game of the 2015-16 season, the Parties will mutually agree on an appropriate reduction in the Guaranteed Rights Fee based on the inventory lost by MSSP. MSSP shall have advisory input in value engineering the final design and programming content of the signage referenced in this Section 4.5 in order that MSSP can better manage the advertising and sponsorships that will result from such new signage. University will give strong consideration to engaging ANC Sports Enterprises, LLC (“ANC”) to provide the ribbon board and any other new signage purchased with the Capital Subsidy Payments, but University shall not be required to engage ANC. All of the rights to advertising and sponsorships available in connection with this new signage shall be included in the Multi-Media Rights hereunder and licensed exclusively to MSSP throughout the Term.

**4.6 Marketing Director.** University acknowledges the benefit of appointing a marketing director to administer and oversee, among other things, the promotion of its events and the coordination of the event operation for each game. Further, this position will work with MSSP’s staff personnel to effectively coordinate activation of the sponsorships MSSP arranges for the University during the Athletic Events. In addition to the amounts outlined above, and in light of the benefit MSSP will receive from the effective implementation of the sponsorship programs, MSSP will make an annual payment to the University in the amount of \$50,000 on or before June 30 of each Athletic Year, to offset the cost to the University of staffing the position. The marketing director will be employed by the University, and will commence employment no later than July 1, 2015.



## **5. Miscellaneous.**

**5.1 General Terms and Conditions.** The terms and conditions contained in this Agreement will govern and will take precedence over any different or additional terms and conditions which either Party may have included in any documents attached to or accompanying this Agreement or in any correspondence previously sent to the other Party. Any handwritten changes on the face of this document will be ignored and have no legal effect unless initialed by both Parties.

**5.2 Choice of Law, Forum Selection, Entire Agreement and Amendment.** This Agreement will be construed under Missouri law (without regard for choice of law considerations). This Agreement, including the Exhibits attached hereto, constitutes the entire agreement and understanding of the Parties concerning the Athletics Multi-Media Rights licensed to MSSP by University and replaces any prior or contemporaneous agreement, whether written or oral, between them with respect to its subject matter included the NSM Agreement. No amendments to this Agreement will be effective unless in writing and signed by MSSP and by University. Courts located in the United States District Court for the Western District of Missouri shall have exclusive jurisdiction over any disputes relative to this Agreement.

**5.3 Assignment.** MSSP may not assign any rights or obligations of this Agreement without the prior approval of University. This Agreement will be binding upon MSSP, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Agreement will be void *ab initio*. MSSP's use of third party vendors to assist or enable MSSP to carry out its obligations under this Agreement or to enable MSSP to exercise its rights under this Agreement shall not constitute an assignment in whole or in part of this Agreement, and MSSP shall remain obligated and responsible for the performance of any such third party vendors.

### **5.4 Termination.**

Either Party may terminate this Agreement in whole or in part for cause upon ninety (90) days written notice if the other Party (a) fails to comply with any material term or condition of this Agreement and fails to cure such non-compliance within sixty (60) days following receipt of written notice thereof from the other Party, or (b) becomes insolvent or files for bankruptcy protection, or (c) fails to comply in a material way with the requirements of this Agreement and fails to cure such non-compliance within sixty (60) days following receipt of written notice thereof from the other Party. Notwithstanding anything contained in this Section 5.4, the terminating Party must state with particularity the specific matters of the other Party's non-compliance, whereupon the other Party shall have sixty (60) days to cure such matters, or a longer period determined in the reasonable

discretion of the terminating Party if said other Party is diligently pursuing a cure. In the event that either Party terminates the Agreement for cause via the aforementioned procedure, then the non-terminating Party shall have the right to initiate binding arbitration via the process set forth in Section 5.25.

**5.5 Independent Contractor.** MSSP will perform its duties hereunder as an independent contractor and not as an employee of University. Neither MSSP nor any agent or employee of MSSP will be or will be deemed to be an agent or employee of University for any purpose. MSSP will pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid to MSSP pursuant to this Agreement. MSSP and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise from University. MSSP will be solely responsible for the acts and omissions of MSSP, its employees and agents. MSSP shall provide worker's compensation for all its employees and indemnify, defend and hold harmless University and its trustees, officers, employees and agents therefrom.

**5.6 Non-Waiver.** No waiver by any Party of any default or nonperformance will be deemed a waiver of subsequent default or nonperformance.

**5.7 Records.** MSSP shall establish, maintain, report as needed, and submit upon request records of all transactions conducted under this Agreement. All financial reporting records must be kept consistent with the manner in which MSSP's affiliated entities keep their records.

**5.8 Reporting; Auditing.** MSSP and University shall cooperatively identify and agree upon useful reports to be provided by MSSP to University and the frequency of providing such reports. Not more than once during each Athletic Year of the Term and once in the year following the last Athletic Year of the Term, upon thirty (30) days' prior notice, University, through its employees or a third party accounting and auditing firm, shall have the right at its cost and expense, to audit, inspect and copy at MSSP's parent company's headquarters in Jefferson City, Missouri such financial and business records of MSSP in order to verify amounts paid hereunder, including without limitation AGR. In the event any material underpayment variance (greater than 5%) is revealed by such an audit, the costs of such audit shall be borne by MSSP.

**5.9 University Information; MSSP Information.** MSSP agrees that any information it receives during the course of its performance, which concerns the personal, financial, or other affairs of University, its trustees, officers, employees or students will be kept confidential in conformance with and subject to all state and federal laws relating to privacy. University agrees that any

information it receives from MSSP under this Agreement which concerns the personal, financial or other affairs of MSSP, its members, stockholders, officers, directors, employees and sponsors including, but not limited to, sales summaries, revenue sharing reports, settle-up documents and any other documents relating to the reporting of financial and sales information by MSSP to University (collectively, "BPS Financial Records") will be kept confidential in conformance with and subject to all state and federal laws relating to privacy or mandatory disclosure. University acknowledges and agrees that all of the financial terms and conditions contained in this Agreement are considered part of the MSSP Financial Records, deemed by MSSP to be proprietary and confidential to MSSP, and shall remain as such absent a written waiver by MSSP.

**5.10 Insurance.** At all times during its performance under this Agreement, MSSP will obtain and keep in force comprehensive general and professional liability insurance, including coverage for death, bodily or personal injury, property damage, including products liability, libel and slander, media and broadcasting liability and automobile coverages with limits of not less than \$1,000,000 each claim and \$2,000,000 in the aggregate, along with umbrella coverage in the amount of \$15,000,000. All certificates evidencing such insurance (a) will be provided to University on or before the Commencement Date; (b) will name (as to the general liability coverages) University, its governing board and its officers and employees as additional insureds; and (c) to the extent allowable by MSSP's insurance carrier, will provide for notification to University within at least thirty (30) days prior to expiration or cancellation of such insurance. MSSP represents that it will maintain worker's compensation insurance to the extent required by applicable law. As a Missouri state institution of higher education, University does not maintain commercial general and/or professional liability insurance, but instead relies on the State Legal Expense Fund, as set forth in Mo. Rev. Stat. § 105.711, and as administered by the Missouri Attorney General's Office.

**5.11 Liability of the Parties.** Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by said party, its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. Both parties shall, however, retain the right to take any and all actions they believe necessary to protect their own interests. For the avoidance of doubt and clarification, nothing in this Agreement is intended to create

any liability on the part of MSSP for any unrelated business taxable income attributed to the University as a result of this Agreement.

**5.12 Notices/Administration.** Except as otherwise provided in this Agreement, all notices, requests and other communications that a Party is required or elects to deliver will be in writing and delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other Party at its address set forth below or to such other addresses as such Party may designate by notice given pursuant to this section:

**If to University:**

MISSOURI STATE UNIVERSITY  
901 S. National Avenue  
Springfield, MO 65897  
Attention: Kyle Moats, Director of Athletics  
Facsimile No: (417) 836-6334  
E-mail Address: [KyleMoats@MissouriState.edu](mailto:KyleMoats@MissouriState.edu)

**With a copy to:**

MISSOURI STATE UNIVERSITY  
901 S. National Avenue  
Springfield, MO 65897  
Attention: Mike Wills, Director of Procurement  
Facsimile No:  
E-mail Address: [MikeWills@MissouriState.edu](mailto:MikeWills@MissouriState.edu)

**If to MSSP:**

MISSOURI STATE SPORTS PROPERTIES, LLC  
c/o Learfield Communications, Inc.  
Attention: Greg Brown  
2400 Dallas Parkway, Suite 500  
Plano, TX 75093  
Facsimile No: (469) 241-0110  
E-mail Address: [gbrown@learfield.com](mailto:gbrown@learfield.com)

**With a copy to:**

John Raleigh  
Learfield Communications, Inc.  
2400 Dallas Parkway, Suite 500  
Plano, TX 75093  
Facsimile No: (469) 241-0110  
E-mail Address: [jraleigh@learfield.com](mailto:jraleigh@learfield.com)

**5.13 Severability.** If any provision of this Agreement is invalid or unenforceable with respect to any Party, the remainder of the Agreement, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, will not be affected and each provision of the remainder of the Agreement will be valid and be enforceable to the fullest extent permitted by law.

**5.14 Survivability.** The terms, provisions, representations, and warranties contained in this Agreement that by their sense and context are intended to survive the performance thereof by any of the Parties hereunder will so survive the completion of performance and termination of this Agreement, including the making of any and all payments hereunder.

**5.15 Force Majeure.** No Party will be considered to be in default solely as a result of its delay or failure to perform its obligations herein when such delay or failure arises out of causes beyond the reasonable control of the Party. Such causes may include, but are not restricted to, acts of God or the public enemy, including, but not limited to, acts of terrorism, acts of state or the United States in either its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather; but in every case, delay or failure to perform must be beyond the reasonable control of and without the fault or negligence of the Party. The provisions of this Section 5.15 shall not, however, release (a) University from any reduction in the Guaranteed Rights Fee owed by MSSP as a result of an event described in Section 4.2(D) of this Agreement except as set forth therein, or (b) MSSP from any obligation to pay monies owed hereunder in accordance with the timeline for such payments set forth herein.

**5.16 Counterparts.** This Agreement may be executed in two counterparts, each of which shall be deemed an original, and both of which will constitute one Agreement.

**5.17 Non-Solicitation.** University agrees that during the Term of this Agreement and for a period of eighteen (18) months after its termination, irrespective of the reason for its termination, University's athletic department shall not directly or indirectly, hire or solicit any employee of MSSP or any of its affiliated companies or encourage any such person to terminate its relationship with any

of them unless MSSP grants University's athletic department permission to do so. MSSP agrees that during the Term of this Agreement and for a period of eighteen (18) months after its termination, irrespective of the reason for its termination, none of them shall directly or indirectly, hire or solicit any employee of Athletic Department or encourage any such person to terminate its relationship with Athletic Department unless Athletic Department grants their permission to do so. The Parties each acknowledge that a breach of this section shall entitle the other Party to injunctive relief. Notwithstanding the foregoing, nothing in this Section 5.17 shall be interpreted to or shall operate to prohibit a party from hiring any person who responds to a publicly-available job posting of general circulation, and which job posting is not otherwise demonstrably targeted to a particular employee of a Party.

**5.18 Headings.** The headings of the sections of this Agreement are used for convenience only and do not form a substantive part of the Agreement.

**5.19 Injunctions.** In addition to any other remedies permitted by law, should either Party violate the terms set forth herein, the non-violating Party may be entitled to injunctive relief against the other to restrain any further violation of these provisions. Should either Party be successful in obtaining injunctive relief under this Section 5.19, the other Party shall pay all costs and expenses associated therewith, including reasonable attorney's fees.

**5.20 University's Representations and Warranties.** University represents and warrants to MSSP that (a) University has the right to license the rights to MSSP as set forth herein (collectively the "Licensed Rights"); (b) University will not, other than as permitted by this Agreement, directly or indirectly license in whole or in part the Licensed Rights to a Person or make use of the Licensed Rights for itself; (c) University is authorized to timely carry out and/or fulfill any obligation of University to MSSP under this Agreement; and (d) except for any existing agreements with the Athletic Conference or the NCAA which were in effect on the date of this Agreement (including, without limitation, the ESPN Agreement), University has not entered into any agreements with any Person which grants exclusive or non-exclusive intercollegiate athletic sponsorship or broadcast rights to any Person. Except as otherwise provided in this Agreement, University shall not directly or indirectly, at any time during the Term, grant any Person any of the Licensed Rights granted exclusively to MSSP under this Agreement. University will use commercially reasonable efforts to assist MSSP in protecting the rights licensed to MSSP in this Agreement.

**5.21 MSSP's Representations and Warranties.** MSSP represents and warrants to University that (a) MSSP has the right to license the Licensed Rights from University as set forth herein; (b) MSSP is authorized to timely carry out and/or fulfill any obligation of MSSP to University under this Agreement; and (c) the performance of this Agreement by MSSP does not require the consent of any third party and does not violate, conflict with, result in a breach of, or constitute a default under any applicable law, judgment, order, injunction, decree, rule or regulation of any government agency or body.

**5.22 Disclaimer of Other Representations and Warranties.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PARTIES MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**5.23 Intellectual Property.** The Parties agree that, as between them, University owns all intellectual property rights associated with University, the Athletic Department, its athletic teams, its Athletic Facilities and the associated events and broadcasts. The ownership of intellectual property which results from activities associated with this Agreement, will remain with University. MSSP hereby agrees to assign or have assigned any rights necessary to effect the foregoing provision. Each Party shall retain ownership of any of its patents, copyrights, trademarks, proprietary information or intellectual property developed prior to or after the Execution Date of this Agreement.

MSSP agrees that the broadcast and sponsorship intellectual property rights defined herein shall belong to University. University will maintain all right, title, and ownership in its name, trademarks, service marks, logos, symbols, college colors and other licensed indicia, including the Licensed Marks, and MSSP acknowledges and agrees that any goodwill derived from use of the Licensed Marks hereunder shall inure solely to the benefit of University and that MSSP will take no steps to challenge or undermine University's ownership of the Licensed Marks. Upon dissolution, termination or expiration of this Agreement, all use of the Licensed Marks by MSSP shall cease.

**5.24 Use of the Name "Missouri State Sports Properties, LLC".** MSSP agrees the use of the name "Missouri State Sports Properties, LLC" is permitted for MSSP's use solely in accordance with MSSP's performance under this Agreement. Further, MSSP agrees to defend, indemnify and hold harmless University, its officers, employees and agents from any claims, demands, causes of action, damages including reasonable attorney fees caused by or arising out of

MSSP's use of the name "Missouri State Sports Properties, LLC." If MSSP misuses the name "Missouri State Sports Properties" or upon termination of this Agreement, MSSP shall cease using the name "Missouri State Sports Properties." If University requires that MSSP cease using the Missouri State name for reasons other than misuse or termination of this Agreement, MSSP shall be entitled to offset its actual out-of-pocket costs incurred as a result of its ceasing the use of the Missouri State name from the next Guaranteed Rights Fee due University by MSSP. For purposes of this Section 5.24, "actual out-of-pocket expenses" shall include filing and registration fees, printing, stationery, postage and all other expenses reasonably related to obtaining a new name.

**5.25 Arbitration.** Arbitration under the terms set forth in this Section 5.25 shall be the exclusive means to resolve any disputes between the Parties arising under this Agreement. All arbitrations will be conducted in Kansas City, Missouri, pursuant to the Commercial Arbitration Rules of the American Arbitration Association except as provided herein. The arbitrator used will be a lawyer selected from arbitrators employed by the American Arbitration Association and the decisions of the arbitrator are final and binding upon the Parties. All arbitration will be undertaken pursuant to the Federal Arbitration Act, where applicable, and the decision of the arbitrator is enforceable in any court of competent jurisdiction. Both Parties agree to waive their respective rights to further appeal or redress in any other court or tribunal except solely for the purpose of obtaining execution of the decision resulting from the arbitration proceeding. The arbitrator is directed by this Agreement to conduct the arbitration hearing no later than three months from the service of the demand for arbitration unless good cause is shown establishing that the hearing cannot fairly and practically be so convened. Depositions will be taken only as deemed appropriate by the arbitrator and only where good cause is shown. The Parties to the arbitration will be entitled to conduct document discovery by requesting production of documents.

**5.26 Consents.** Whenever consent or approval is required, unless otherwise provided herein, the consent or approval shall not be unreasonably withheld, delayed or conditioned.

**5.27 Entire Agreement.** This Agreement, including the Exhibits attached to this Agreement, constitutes the entire Agreement between University and MSSP concerning the Athletics Multi-Media Rights licensed to MSSP by University and supersedes any prior oral or written understandings or agreements of the Parties with respect to its subject matter.

*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.*

*SIGNATURE PAGE FOLLOWS.*



**IN WITNESS WHEREOF**, MSSP and University have entered into this Agreement as of the date specified above.

**BOARD OF GOVERNORS OF  
MISSOURI STATE UNIVERSITY**

**MISSOURI STATE SPORTS PROPERTIES,  
LLC**

By: Learfield Communications, Inc.,  
Member

By: \_\_\_\_\_  
Name: CLIFTON M. SMART, III  
Title: President

By: \_\_\_\_\_  
Name: GREG BROWN  
Title: Chief Executive Officer

**Exhibit A**  
**ESPN Benefits**

Campus assets that are required to be provided to ESPN under the terms of the ESPN Agreement:

- ESPN will limit institutions to 30 sponsors that will show on LED boards;
- ESPN will be provided with 10% of the rotational inventory (i.e., rotational time) to promote its networks (e.g., “The Valley” on ESPN3)
- The ESPN3 video player will be embedded on the University’s OAS;
- University will hang two banners at the site of telecasts, position to be determined.

ESPN will provide 25% of commercial inventory (12 :30 spots) in each campus-produced digital telecasts that will be distributed exclusively on ESPN3. ESPN will also provide three billboards (one open, middle, close) and four in-telecast features in each of the productions.

## **EXHIBIT B**

### **State Farm Benefits**

Campus assets that are required to be provided to State Farm under the terms of the State Farm Agreement:

- Two 30-second commercials (one in each half) in the institutionally-produced men's and women's basketball games and women's volleyball matches that are distributed exclusively on ESPN3;
- LED courtside signage on these digital telecasts (two minutes per half);
- Profile signage on the support arm of the basketball goal;
- On-court promotional activities in each men's and women's basketball games.

**EXHIBIT C**  
**University Marks and Indicia**

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

Established: 1905  
Location: Springfield, Missouri  
Nickname: Bears  
Mascot Name: Boomer  
Conference: Missouri Valley Conference

**COLORS**

The school colors for Missouri State University are maroon and white.



The uses of maroon are acceptable for the following applications:

**Print**

Spot color — Pantone 505  
Four color process — C=0, M=100,  
Y=65, K=75  
Foil — M408

**Electronic/Web**

R=94, G=0, B=9  
Hexadecimal 5E0009

**Apparel**

Madeira Thread #1236  
Robison-Anton #2376

**LOGOS**

The University marks are registered trademarks and cannot be altered in any way.

*Wordmark*



*Bear Head*



*Carrington*



*M*



*MSU*



*Seal*



*Bear Up*



Additional information regarding the Missouri State University identity is found at  
<http://www.missouristate.edu/identity/>.

**Exhibit D**

**Language for Insertion into Ticket Agreement**

All tickets being provided by University to Station under this Agreement may only be used by Station for the purpose of promoting the game to which the tickets apply on behalf of the University and may not under any circumstances be used in whole or in part by Station for any commercial sponsorship or commercial underwriting of any kind (“Unauthorized Ticket Use”). If Station makes use of any tickets provided by University for any Unauthorized Ticket Use, then upon notification, Station will agree to discontinue such activity. If the Unauthorized Ticket Use is not discontinued, then Station and University will negotiate an acceptable remedy, which may include reimbursing the University for the cost of the tickets or the value associated with the Unauthorized Ticket Use. For clarification a Station may offer tickets to the first 50 callers to Station as part of an unsponsored Station contest.

XIV.B.

**Update on 2014-15 Discussion Topics**

Faculty Research – October 2014

Broadcast Services – December 2014

Public Safety – February 2015

**Board of Governors Meeting**

Friday, June 26, 2015 – West Plains

<b>Introduction/Overview</b>	-	President Clif Smart
<b>Faculty Research</b>	-	Dr. Julie Masterson Associate Provost and Dean of the Graduate College
<b>Broadcast Services</b>	-	Dr. Jim Baker Vice President for Research, Economic Development, and International Programs
<b>Public Safety</b>	-	Mr. Ken McClure Vice President for Administrative and Information Services
<b>Board Questions/Discussion</b>	-	Led by Mr. Steve Hoven Chair Board of Governors

XV.

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