Missouri State
UNIVERSITY

Board of Governors' Meeting
313 Plaster Student Union
Friday, 2/5/2016
1:00 - 5:00 PM CT

I. Roll Call

II. Approval of Minutes

    A. Board of Governors' Meeting

III. Consent Agenda

    A. President

    B. West Plains Campus

    C. Purchases/Contracts

    D. Facilities and Equipment

    E. Human Resources

IV. President's Report

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

XIV. Unfinished Business

XV. New Business

    A. Approval of Revisions to G1.05 Non-Discrimination Policy Statement and G7.02-2 University Policies

    B. Major Discussion Topic -- Information Technology Infrastructure

XVI. 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

XVII. Adjournment

XVIII. Date of Next Meeting: Thursday, March 31, 2016, Hilton St. Louis Downtown at the Arch, St. Louis, Missouri

MINUTES OF THE BOARD OF GOVERNORS
MISSOURI STATE UNIVERSITY
DECEMBER 11, 2015

1.   **Roll Call**
     Present-   Mr. Joe Carmichael, Governor
                Ms. Virginia Fry, Governor
                Mr. Gabriel E. Gore, Governor (by conference call)
                Dr. Peter Hofherr, Vice Chair
                Mr. Stephen B. Hoven, Chair
                Ms. Beverly Miller, Governor
                Mr. Kendall Seal, Governor
                Mr. Greg Spears, Governor
                Ms. Carrie Tergin, Governor

     Absent-   Mr. Caleb Doyle, Student Governor

     Also
     Present-   Clifton Smart III, President
                Drew Bennett, Chancellor of the West Plains Campus
                Frank Einhellig, Provost
                Dee Siscoe, Vice President for Student Affairs
                Matt Morris, Vice President for Administrative Services
                Jim Baker, Vice President for Research, Economic Development, and
                International Programs
                Stephen Foucart, Chief Financial Officer
                Donna Christian, Director of Internal Audit & 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. Steve Hoven, Chair of the
     Board of Governors. He called the meeting to order at 9:00 a.m. in the Traywick
     Parliamentary Room in the Plaster Student Union on the campus of Missouri State
     University in Springfield, Missouri. He welcomed Mr. Gabe Gore, representing the First
     Congressional District of the State of Missouri, to his first meeting as a member of the
     Board.

3.   **Approval of Minutes:**
     a. **Board of Governors Meeting ---** Mr. Hoven mentioned that the first item of business
        was the approval of the minutes for the open and closed meetings of October 16, 2015,
        held at 8:00 a.m., and the open meeting of October 16, 2015 held at 1:00 p.m. Dr.
        Hofherr so moved, receiving the second of Ms. Fry.

        Motion passed 8-0-1 (Mr. Gore abstaining).

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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:

West Plains Campus
Approval of Activity Report dated December 11, 2015 (West Plains Campus Activity Report No. 114-15).

Approval of actions concerning West Plains Campus academic employees (West Plains Campus Personnel No. 384-15).

Approval of actions concerning West Plains Campus non-academic employees (West Plains Campus Personnel No. 385-15).

Financial
Approval of Procurement Activity Report for the period September 30, 2015, through November 19, 2015 (Purchasing Activity Report No. 429-15).

Approval of revision to G1.13 Fiscal Responsibility Policy, the governing policy setting forth the guidance for proper and legal use of scarce university resources (Board Policies No. 97-15).

Notification to the Board of Governors regarding a fee schedule modification approved by President Smart. The following is the modified International Programs Sponsored Student Fee (with the modifications underlined):

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

Accept a real estate gift from the Missouri State University Foundation and accept additional property from the Leo Journagan Revocable Trust (Gifts No. 168-15).

Facilities and Equipment
Approval of Activity Report for the month of September 2015 (Activity Report No. 274-15).

Approval of Activity Report for the month of October 2015 (Activity Report No. 275-15).

Approval of a resolution granting a temporary construction easement and a permanent drainage easement to the City of Springfield, Missouri, a municipal corporation, for the construction of sidewalk streetscape improvements at the corner of Phelps Street and Jefferson Avenue, and the installation of storm drainage structures on Phelps Street (Land No. 116-15).

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Human Resources Items
Actions concerning academic employees (Human Resources No. 1509-15).

Actions concerning non-academic employees (Human Resources No. 1510-15).

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

Motion passed 9-0.

5. **President's Report ---** President Clif Smart began his report by welcoming everyone to the December Commencement weekend. He stated that later today, we will graduate 1,501 students in two ceremonies at JQH Arena.

    He then asked Dr. Dee Siscoe, Vice President for Student Affairs, to present the Citizen Scholar resolution. Dr. Siscoe presented the resolution (Awards No. 66-15) approving the following students as Citizen Scholars for 2015-2016: Zane Clark, Brianna Duda, Caitlin Shukwit, Melanie Morgan, Nadia Pshonyak, and Piper-Danay Smith. Moved by Ms. Tergin and seconded by Mr. Spears.

    Motion passed 9-0.

    Dr. Siscoe then introduced each of the Citizen Scholars with members of the Citizen Scholar Selection Committee, board members Dr. Peter Hofherr, Ms. Carrie Tergin, and Mr. Kendall Seal, assisting with the presentations of award certificates.

    President Smart next commented on materials for use this legislative session. Our two major legislative priorities this year are: 1) an increase in our operating appropriation by six percent allowing the University to keep resident undergraduate tuition flat and to significantly invest in science, technology, engineering and mathematics programs; and 2) a $5 million appropriation in one-time matching capital funds to upgrade David D. Glass Hall for the College of Business.

6. **Academic Affairs:**
    a. **Faculty Senate Report ---** Dr. Sharmistha Self, Chairperson of the Faculty Senate, first reported on how efficiently the new electronic curriculum system is working. She also mentioned a charge that she had given to an ad hoc benefits committee on whether the Faculty Senate needed a standing committee on benefits. The ad hoc committee did recommend that such a committee was needed. Dr. Self then asked Dr. Cindy Hail, Chair of the Honorary Doctorate Committee, to present the Faculty Senate's recommendation to receive an Honorary Doctorate. Dr. Hail presented the following resolution:

        That the degree of Doctor of Public Affairs (A.P.D.) be conferred upon Dr. John D. Bentley at the Commencement Ceremony in May 2016, in recognition of his extraordinary achievements in the area of public affairs (Awards No. 67-15).

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Moved by Ms. Miller and seconded by Ms. Tergin.

Motion passed 9-0.

b. **Report from Provost ---** Dr. Frank Einhellig, Provost, reported the good news that we have been notified that the Springfield Campus has passed all of its State performance measures for this year. He next reported on the status of the searches for several key academic administrative positons.

7. **West Plains Campus ---** Dr. Drew Bennett, Chancellor of the West Plains Campus, presented a resolution that the University recognize the generosity of Mary Hass Sheid, the William R. Hass family, and William and Virginia Darr, for their major gifts to the renovation/expansion of the Post Office Building on the West Plains campus by permanently naming the building **Hass-Darr Hall** (West Plains Naming No. 8-15). Moved by Dr. Hofherr and seconded by Ms. Miller.

Motion passed 9-0.

8. **Student Affairs:**
a. **Report from Student Body President ---** Ms. Ashley Crisafulli, Student Body President, reported that they are excited about being involved with the Health Center renovation/expansion project that has started. She added that she, Student Governor Caleb Doyle, and Chief of Staff Ryan DeBoef have concluded a competitive search for a new student governor to replace Mr. Doyle as his term ends December 31, 2015. They have sent the names of three finalists to Governor Jay Nixon for his selection. She added that over the last month, the SGA has really worked to reaffirm its commitment to diversity and inclusion – they have participated in various demonstrations and attended numerous meetings with administrators, faculty, staff, and students. They look forward to continuing to make Missouri State University the best university it can be for all students and to bettering their efforts in representing all students by SGA.

9. **Staff Senate ---** Ms. Christina Bowles, Chairperson for the Staff Senate, reported that the Staff Satisfaction Survey was available for input from November 4-13 and they were pleased to achieve a 50% response rate. They will be releasing the full report sometime in January.

10. **New Business:**
a. **Board Committee Structure for Calendar Year 2016 –** Dr. Peter Hofherr, Chair-Elect, next proposed that the 2016 Executive Committee be Ms. Virginia Fry (Chair of the Finance & Facilities Committee), Mr. Joe Carmichael, Ms. Carrie Tergin (Chair of the Programs & Planning Committee), and himself. So moved by Ms. Miller, with the second being offered by Mr. Spears.

Motion passed 9-0.

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b. **Diversity Communication ---** On December 1, 2015, Board Chair, Mr. Hoven, and President Smart submitted a response to a group of students who issued a demands letter regarding the university's responsibility for diversity and inclusion. Included in that response was an invitation for students to share their experiences and perspectives at today's Board of Governors' meeting.   Four students chose to attend today's meeting and provide statements. The four students who addressed the Board were: Ms. Ravyn Brooks, a junior in pursuit of a Bachelor of Arts in Sociology with a minor in Religious Studies; Mr. Xavier Torres-Ghoston, a senior in pursuit of a Bachelor of Science in Communications with a minor in African-American Studies; Ms. Adekemi Omoloja, a junior in pursuit of a Bachelor of Science in Cellular Molecular Biology with a minor in Chemistry; and Ms. Monica Villa Meza, a junior majoring in Sociology with a minor in Spanish. The four separate statements are attached to these minutes in their entirety.

Mr. Hoven thanked the students for sharing their thoughts and concerns. He added that we are fortunate to have such engaged students on campus. He commented that we have many diversity initiatives imbedded in our annual goals and our long-range plans. We review these goals each year to determine if we have been successful and to determine how we might improve or replace them. The comments we have heard today will help us very much in moving forward. We will incorporate this input into this process. He also asked the students to participate in the upcoming forums for our next long-range plan that is currently being developed for years 2016-2021. President Smart then commented that we are already working and have been working on many of the items referenced by the students. He added that there are meetings already scheduled for next week to continue to work on some of the items brought up today. We will circle back with the student speakers.

Dr. Pauline Nugent, Professor in Modern and Classical Languages, (from the audience) commented that these students today are doing something hugely, historically important for this part of the world. She encouraged the students to work cooperatively with the University and see what we can all accomplish together. She ended her comments by saying that the University has made huge steps forward, maybe not noticeable by current students, in her twenty-four-year history on campus.

Mr. Hoven remarked that every member of the Board is committed to Diversity and that this charge has been led by President Smart. We could not have a better individual to lead us on these issues.

11.   **Closed Meeting ---** It was determined that the Board of Governors needed to meet in a closed session to consider items of business provided in the Revised Statutes of Missouri. 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 December 11, 2015, meeting of the Board of Governors to consider items of business pursuant to:
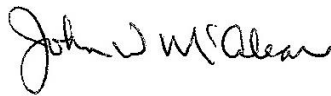
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a. R.S.Mo. 610.021(1). "Legal actions, causes of action, or litigation involving a public governmental body…"

b. R.S.Mo. 610.021(3). "Hiring, firing, disciplining or promoting of particular employees by a public governmental body…"

c. R.S.Mo. 610.021(13). "Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment,…"

Ms. Fry moved the approval of the resolution and Dr. Hofherr seconded the motion.

A roll call vote on the resolution was as follows: those voting in favor – Governors Carmichael, Fry, Gore, Hofherr, Hoven, Miller, Seal, Spears, 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, February 5, 2016, at 1:00 p.m. on the campus of Missouri State University-West Plains, in West Plains, Missouri.

13. **Adjournment ---** Mr. Hoven adjourned the meeting at 10:30 a.m., on the motion of Dr. Hofherr, the second of Ms. Miller, and the unanimous vote of the Board.

John W. McAlear
Secretary

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To the Board of Governors, faculty and staff, fellow students, media, and Springfield community, thank you for your time and presence at today's meeting.

> " It is the policy of Missouri State University to maintain the campus as a place of work and study for faculty, staff and students free from discrimination and harassment in violation of the University's policies. "

Because I agree with this statement I stand in affirmation of the resolution I propose to you today:

Resolved: The University ought to be held accountable for its commitment to Diversity and Inclusion.

I will provide you with three policies as outlined in the Missouri State Policy Library as we state these cases

Definitions of terms in the resolution as well as a fact sheet can be provided upon request

Nondiscrimination Policy
         Approved by Board of Governors: July 16, 2014
Missouri State University is a community of people with respect for diversity. The University emphasizes the dignity and equality common to all persons and adheres to a strict nondiscrimination policy regarding the treatment of individual faculty, staff, and students. In accord with federal law and applicable Missouri statutes, the University does not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, disability, or veteran status in employment or in any program or activity offered or sponsored by the University. In addition, the University does not discriminate on any basis (including, but not limited to, political affiliation and sexual orientation) not related to the applicable educational requirements for students or the applicable job requirements for employees.

Prohibition of Discrimination and Harassment Policy
         The University will respond to instances of discrimination or harassment in accordance with the Office for Institutional Equity and Compliance Complaint Procedures (Op1.02-2) and will respond appropriately to those who violate this policy, up to and including dismissal from the University or termination of employment.
          To achieve this end, the University believes it should foster a learning, working and living environment free from discrimination and harassment on any basis not related to the applicable educational requirements for students or the applicable job requirements for employees.
         The University's educational mission is promoted by professionalism. Professionalism is fostered by an atmosphere of mutual trust and respect. Actions of faculty, staff, students and others affiliated with the University that harm this atmosphere undermine professionalism and hinder fulfillment of the University's educational mission. Trust and respect are diminished when those in positions of authority abuse their power. Those who abuse their power in such a context violate their duty to the University community.

According to the the cultural climate: One major obstacle that must be addressed is the perception by some "majority group" (i.e., white, male, heterosexual, Christian) students, faculty, administrators, staff

and community members that microaggressions neither exist nor matter and that diversity is "much to do about nothing." Consequently, any diversity planning should prioritize strategies for expanding the involvement, education and awareness of those on campus who have remained on the sidelines thinking diversity is about "them" and not "us".

Reasonable Person Standard

 (As defined by the Cornell University Law School)

The hypothetical reasonable person behaves in a way that is legally appropriate. Those who do not meet this standard -- that is, they do not behave at least as a reasonable person would -- are considered negligent and may be held liable for damages caused by their actions.

a. Whether particular physical, non-verbal, or verbal conduct constitutes prohibited discrimination or harassment in violation of this policy will depend upon all of the circumstances involved, the context in which the conduct occurred, and the frequency, severity, and pattern of the conduct.
b. Isolated or single-incident inappropriate behavior typically does not constitute prohibited discrimination or harassment. However, in those incidents where the behavior complained of is sufficiently egregious, it may constitute a violation of this policy.

        While i commend the university on these policies created, i fail to believe that they are being adequately applied as minority student on this campus after my experiences as as the information provided in the climate study.

Good Morning, My name is Xavier Torres-Ghoston, current senior at Missouri State University. I am in pursuit of a Bachelor of Science Degree in Communications with a minor in African Americans studies by the end of May 2016. Complementary to my academic endeavors, I am a proud member of the African American sector of this university community.

On March 16, 2015, the university published the "Campus and Community Climate Study Report Presented by DiversityWorks Inc."

The aforementioned study highlighted issues of diversity, climate, and representation. Along with its evaluation of the issues on our campus, it provided several solutions that our administration and other members of our university community have neglected to enforce.

> "The public affairs mission should be utilized further for diversity. Ethical leadership is a supposed pillar of the mission but there is not much accountability for it. How can we make ourselves more accountable for it as an institution? Administrators must be held accountable for progress on diversity in their evaluation(s)"

Because I agree with this statement from the study, I stand in affirmation of the resolution I propose to you today:

Resolved: The University ought to be held accountable for its commitment to Diversity and Inclusion.

Under the premise of CAMPUS CLIMATE, I will provide you with three ways the University can be held accountable.

Definitions of terms in the resolution can provided upon request.

1. Make people of color visible on this campus.
   a. Establish Diversity Council
      i. Due to underrepresentation, students and staff of color can and do suffer from an invisibility that not only limits our impact on this campus, but neglects our individual needs. In order to combat this limitation on power and presence, the university should install the "Diversity Council" in accordance with the climate study. Every unit on campus should have a representative on a campus-wide diversity council, chaired by the vice president for diversity and inclusion.
   b. Place a memorial of an influential person of color or MSU alum on campus.
   c. living learning community for students of color and low income students (CC quotes)
   d. Promote integration of diverse curriculum with emphasis on public affairs mission.
2. Institute a "Hate Speech Policy."

   According to the Prohibition of Discrimination and Harassment Policy and reasonable person standard, university officials are obliged to respond to discomfort surrounding racial slurs, threatening speech and/or violence related to prejudice.

Given that the university that has also published definitions on the Office of Institutional Equity and Compliance website for "nigger", the "n-word" and "negro," it can be assumed that the governors and administrators present have a full understanding of the history and impact of these words.

Introducing this policy does not limit our first amendment right to "free speech" for two reasons. First, it is within the realms "fighting words" doctrine instituted by the supreme court in 1942. Second, it is simply a reaction to speech, not the prohibition of it—not unlike addressing any other form of harassment. If one can face consequences for using sexually charged language or speech interpreted as threat, one should face the same consequences for racial prejudice. Selectively enforcing verbal harassment policies, the university contradicts its nondiscrimination policy and the reasonable person standard by which it evaluates harassment, itself.

Universities such as Santa Clara University in Silicon Valley, California have already gotten on board the train of social justice and instituted codes and policies addressing hate speech.

No student at Missouri State University should have to sit and decide whether or not they will attend after being called a nigger on campus. No student should have to decide not to attend class after her professor joins in laughter with classmates after they ask her if she was even born in this country. No professor should ask the question why don't African Americans vote and the majority white class heckles "because they're lazy they don't care".

These are encounters no one should face at a University who upholds the pillar of Cultural Competence.

I realize that we cannot change feelings or minds but our University can create policy to combat these situations and hold our University faculty, staff, administration and students accountable.

I am Adekemi Omoloja, a junior at Missouri State University in pursuit of a Bachelor of Science Degree in Cellular Molecular Biology with a minor in Chemistry. I possess many identities: Nigerian, Multicultural student, campus leader and scholar.

I am still in attendance at Missouri State University due to the TRIO Student Support Services program, which has aided me financially, academically and personally in navigating this Predominantly White Institution. This would be beneficial for some of the 2,255 underrepresented students currently attending this university. Unfortunately, TRIO caters to only 150 students and that is where the University plays an integral part. The Climate study poses the question, why can't we expand this program further to serve even more students?

Because the answer to this question is crucial to the success of minority students, Resolved: the University ought to be held accountable for its commitment to Diversity and Inclusion.

The University prides itself on the growth of diverse student population, but unless there are resources in place for student development, retention will continue to be an obstacle moving forward. Under the premise of funding and resources, I will provide three ways retention for students of color can be improved.

I. **Restructuring of the Jumpstart program. The Jumpstart program is an accelerated summer program targeting incoming students who are underprepared for fall courses.** I credit the University in implementing a summer bridge program. This can improve enrollment, retention, and satisfaction rates for students. However, there is a structural and counterproductive issue with the program. How it is funded.
   A. This program is geared toward students who "do not meet traditional freshman admission criteria based on GPA, class rank, or test scores."
   B. Because students tend to use financial aid to pay for enrollment in the program, the program does not fully relieve students of burdens associated with being underprivileged. And not being able to pay for the rest of their academic year.
   C. The university could combat this inequality by including Jumpstart as a part of Multicultural Programs. Giving these students a place in the university budget, not only increases retention, but diversifies the program's portfolio.

II. **A Development of a Program similar to that of TRIO that would extend resources to all students of color at Missouri State university.**

A. Like TRIO it would provide services such as, Tutoring, Reading/Study Skills Assistance, Career Exploration, Academic Advising, Personal Assistance, Financial aid paperwork assistance, Assistance with your scholarship search, Volunteer Opportunities and Leadership Opportunities.

B. **The aforementioned services contribute to high retention in higher education and Missouri State specifically.**

C. **Trio Services Retention Rates** - Retention Rates for Trio- 95% and Graduation Rates for trio- 83% Graduation Rates at MSU- 53.4% for 2013 44% Af-Ams 48% Hispanics

III. **The Reevaluation of Budgeting in Multicultural Programs and Diversity initiatives**

A. With the future goals for increasing diversity, multicultural programs needs to increase the budget to adequately adhere to Missouri State's pillars.

B. The climate study suggests that the university, Focus more on how to increase the number of people (faculty, administrators, staff and students) participating in diversity activities, workshops, conferences, etc. so there is widespread campus participation. **This will take resources and more importantly funding.**

C. According to the Climate study "There never seems to be enough money for further diversity training, education, programs, etc.," The suggestion would be for the university to prioritize fundraising from donors, alumnae, etc. to increase University-wide funding on diversity.

The climate study itself states there is a tendency for universities to take no action
However, ignoring such a wealth of information is to ignore the
reality that an increase in enrollment of underrepresented
student groups is not the same as guaranteeing
educational equity for those students.

I

My name is Monica Villa Meza, a current Junior at Missouri State University majoring in Sociology with a minor in Spanish and a recipient of the Multicultural Leadership scholarship.

"MSU students are behind on many key assessment indicators of academic challenge and seem to be weakest on cultural competence goals and measures."

Because I agree with this statement from the climate study, I stand in affirmation of the resolution I propose to you today:

Resolved: The university ought to be held accountable to its commitment to Diversity and Inclusion.

Under the premise of equity and compliance, I will provide you with three ways the University can be held accountable.

1. The university needs to re-evaluate its hiring process.
    a. The hiring process, as it as stands, does not sufficiency address the needs of our campus. With an influx of students of colors, there is higher demand for diverse representation in staff.
        i. To meet this need, the university ought to *prioritize* hiring people of color. On many occasions that university explains efforts to hire diverse staff, however, it rarely declares it a top priority.
            1. Currently, the university has 11 Latino staff members, but gives the "Latino face" to only one.
                a. The climate study states, "Hire more Latinos as support staff, academic professionals, faculty, administrators, etc. so Latinos are more visible as employees at MSU."
        ii. Hiring candidates outside of MSU graduates will help enrich the cultural climate.
            1. The the study suggest that the administrators should,"Hire faculty, administrators and staff who are not MSU graduates in order to support diverse thinking, new strategies, philosophies and approaches."
        iii. Evaluating cultural competence of applicants
            1. Before hiring, administrators should evaluate the applicant's experience with interpersonal relations, diversity training, and higher education.
    b. There should be students involved in the hiring process
        i. There should be established student-led simulations or interviews in which applicants are required to address issues that are current and specific to the needs of MSU students.
        ii. Climate study suggests that "More comprehensive education require on diverse hiring that focuses on the retention of diverse

      faculty and staff (not just recruitment and hiring) as well as biases in the search and hiring process (not just legalities)."

2. Consider the needs of staff/faculty of color
   a. As it was mentioned in the climate study, "Although there were no differences between White employees and employees of color on perceptions regarding experiences of positive/inclusive, there were difference between these groups regarding negative/hostile climate at MSU, in which employees of color reported more negative/hostile climate experiences than White employee.

3. Hold faculty/staff accountable to inclusiveness
   a. Prohibit discriminatory language.

Closing the loopholes in rehiring process, will bridge the gaps between cultures and lend to more and inclusive environment.

During my time here at MSU as a Latina, I have witness breakdowns in communication amongst students, staff, and administration.

- First of all, there is a misunderstanding of Latino culture in the university community.
  - We are governed by our values.
    - Collectivism: tendency to look at others to help guide decisions and opinions.
    - Respeto (respect): we hold a high esteem for authority and authoritative figures.
    - Simpatía (kindness): emphasis on being polite and pleasant even in the face of stress and adversity. This causes us to avoid hostility or confrontation. As a result, we may not feel comfortable openly expressing disagreement with faculty, resources, or policies.
- Secondly, there is a lack of communication between Latino students and faculty/staff and administrators.
  - There is racial division amongst the multicultural students a result of incompetent leadership. The results of this division manifest in the student organizations and programs.
    - Latino students are hesitant to participate in unfamiliar events because racial tension. Prejudice has penetrated our communities from the top down. The same group of students participate in events, because there is a lack of unity.
    - Disunity exists between the Assistant VP of Multicultural services/ programs and other Latino faculty that leaves the community feeling voiceless.
    - There are over 700 latinos on this campus, but the same 30 students are selected to participate in organization. Opportunities are discriminately distributed, which is hindering the Latino students from progressing.

The broken relationships and cultural incompetence within the Latino community is simply a microcosm for a glorified, but unfulfilled public affairs mission.

MINUTES OF THE BOARD OF GOVERNORS
MISSOURI STATE UNIVERSITY
DECEMBER 30, 2015

1.   **Roll Call**
      Present-   Mr. Joe Carmichael, Governor (by conference call)
                  Ms. Virginia Fry, Governor
                  Mr. Gabriel E. Gore, Governor (by conference call)
                  Dr. Peter Hofherr, Vice Chair of the Board (by conference call)
                  Mr. Stephen B. Hoven, Chair of the Board (by conference call)
                  Ms. Beverly Miller, Governor (by conference call)
                  Mr. Kendall Seal, Governor (by conference call)
                  Mr. Greg Spears, Governor (by conference call)
                  Ms. Carrie Tergin, Governor (by conference call)

      Absent-   Mr. Caleb Doyle, Student Governor

      Also
      Present-   Ms. Rachael Dockery, General Counsel
                  Ms. Suzanne Shaw, Vice President for Marketing &
                  Communications
                  Mr. John D. Hammons, Jr. - Ellis, Ellis, Hammons & Johnson,
                  P.C.
                  Ms. Nicole L. Hutson - Ellis, Ellis, Hammons & Johnson, P.C.
                  Ms. Jessica R. Hill - Ellis, Ellis, Hammons & Johnson, P.C.
                  Mr. 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
      6:00 p.m. in Carrington Hall, Room 203, on the campus of Missouri State
      University in Springfield, Missouri.

3.   **Closed Meeting ---** It was determined that the Board of Governors needed to
      meet in a closed session to consider items of business provided in the
      Revised Statutes of Missouri. Mr. Hoven asked if a resolution authorizing a
      closed meeting of the Board was prepared. Thereupon, the following
      resolution was presented for consideration:

      BE IT RESOLVED by the Board of Governors for Missouri State University
      that a closed meeting, with closed records and closed vote, be held
      immediately following this December 30, 2015, special 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…"

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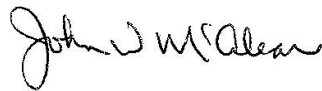
b. R.S.Mo. 610.021 (3). "Hiring, firing, disciplining or promoting of particular employees of a public governmental body…"

c. R.S.Mo. 610.021 (13). "Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment…"

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

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

Mr. Hoven declared the resolution passed unanimously.

4. **Adjournment---** Mr. Hoven adjourned the meeting at 6:05 p.m., upon the motion of Ms. Fry, the second of Mr. Carmichael, and the unanimous vote of the Board.

John W. McAlear
Secretary

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<u>III.A.1.</u>

RECOMMENDED ACTION – Approval of Revision to G5.02 Expressive Activity Policy.

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

      WHEREAS, G5.02 Expressive Activity Policy is the governing policy setting forth the parameters for expressive activity on Missouri State University's Springfield campus;

      WHEREAS, G5.02 Expressive Activity Policy permits the use of amplification equipment in the exercise of free speech and expression throughout the outdoor areas of campus;

      WHEREAS, Administration recommends revising G5.02 Expressive Activity Policy to prohibit the use of amplification equipment during the University's final examination periods; and

      WHEREAS, the proposed revision is intended to address student complaints and is consistent with constitutionally permissible time, place, and manner restrictions.

      NOW, THEREFORE, BE IT RESOLVED by the Board of Governors for Missouri State University that G5.02 Expressive Activity Policy be revised as reflected in the attached document, and that any and all other policies found to be affected by this same language be revised.

VOTE: **AYE**_____

             NAY_____

COMMENTS:

During the fall 2015 final examination period, a number of students expressed concerns that groups from outside the University were engaging in expressive activity aided by amplification equipment in or around the *Bear Paw,* Trottier Plaza, and/or Strong Hall Amphitheater, all of which are near several academic buildings and Meyer Library. Specifically, students complained that the use of amplification was distracting to them while they were studying for or taking final exams. Additionally, the use of amplification during final exams was viewed as a conflict with the "quiet hours" policy that the University enforces in its residence halls.

G5.02 Expressive Activity Policy already includes a number of "time, place, and manner parameters," including a requirement that, in exercising free speech and expression on campus, "[n]oise levels should not interfere with classes, meetings, campus events, or operations and activities on campus." To address the aforementioned student concerns and to provide adequate notice to all individuals who wish to engage in expressive activity on-campus, Administration proposes adding a clarifying sentence that specifically provides that "amplification shall not be permitted during the University's final examination periods."

Expressive Activity Policy
G5.02 Expressive Activity Policy

Missouri State University is committed to providing an environment where issues can be openly discussed and explored. The freedom to exchange views is essential to the mission of the University. This policy is in place to provide a community environment in which open discussion can occur without disrupting the academic mission or daily University functions, subject to constitutional time, place, and manner limitations and without unconstitutionally interfering with the rights of others.

All individuals may exercise the right of assembly, free speech and expression throughout the outdoor areas of campus, when doing so does not disrupt the academic mission or daily University functions. Expressive activities will not be limited to any specific outdoor areas on the University campus. However, the right of assembly and expression does not include unlawful activity that endangers the safety of the campus community or that destroys University property. Forums, rallies, demonstrations, and other similar expressive activities are also not to occur within academic or other University buildings including University residence halls and apartments, or Greenwood Laboratory School. Expressive activities are not to unduly disrupt traffic, either vehicular or pedestrian or violate other time, place and manner parameters specified in this policy.

The following three locations on campus are most appropriate for forums, rallies, demonstrations, and other similar activities:
1. The *Bear Paw*, located in the North Mall
2. Trottier Plaza, located at the northwest entrance to Robert W. Plaster Stadium
3. Strong Hall Amphitheater, located outside the east entrance to Strong Hall

Individuals are not restricted to these locations for expressive activities. Priority to use these locations will be as follows:
1. Members of the University community with a reservation
2. Other individuals or groups with a reservation
3. Members of the University community without a reservation on a first come, first serve basis
4. Other individuals or groups without a reservation on a first come, first serve basis

Any member of the University community may reserve one of these locations through the Event and Meeting Serves Office (417-836-5653). All other individuals or groups may reserve one of these locations by registering with the Office of Safety and Transportation (417-836-5509). The University encourages everyone to coordinate with the Office of Safety and Transportation before conducting expressive activity on campus so appropriate arrangements can be made.

Amplification shall be limited to activities held at the *Bear Paw* and will be permitted only for individuals or groups who have reserved the *Bear Paw*.

Time, place and manner parameters

This policy will be construed and applied on a content neutral basis. The following is a list of parameters for the time, place, and manner of activities that apply to all expressive activities on campus:

- The activity may not violate local ordinances or state or federal laws.
- The activity may not unduly disrupt traffic, either vehicular or pedestrian, or interfere with the ingress or egress to or from any building.
- The activity may not create unreasonable safety risks.
- The activity may not deface or destroy, or create an unreasonable risk of defacing or destroying, University or other property.
- Noise levels should not interfere with classes, meetings, campus events or operations and activities on campus. Amplification equipment shall be limited to activity held at the *Bear Paw* with a reservation. Moreover, amplification shall not be permitted during the University's final examination periods.
- No event may exceed 8 hours in length in a 24 hour period.
- The location will be left in its original condition at the conclusion of the event, and reasonable charges or deposits may be imposed to enforce this requirement.
- Expression that is obscene, defamatory, or consists of fighting words, threats of physical harm, insightful of imminent lawless action or otherwise not entitled to protection as expression is not permitted.

Objections to expressive activities

The University recognizes that individuals or groups may be opposed to certain expressive activities or speakers. Disagreement with different opinions is acceptable; however, use of violence or violation of law or University policy is counter to creating an environment where issues can be openly discussed. An individual or group wishing to protest an event is subject to the same standards as the presenters. Individuals who choose to listen bear the responsibility of recognizing and honoring the right of free speech.

Response to violations

Violations of this policy may result in removal from campus, police arrest and criminal charges. Members of the University community are subject to judicial review and disciplinary sanctions. Students will be subject to procedures established in the Code of Student Rights and Responsibilities. Faculty and staff disciplinary procedures will be processed according to guidelines established in the Faculty Handbook and the Employee Handbook. Any police arrest and criminal charges of students, faculty, or staff are separate from University judicial review or disciplinary sanction.

Related policies

All commercial expressive activities will be subject to the restrictions found in this policy and the restrictions found in the Advertising, Distribution, Solicitation and Facilities Usage Policy.

Line of Authority:

(1) Responsible Administrator and Office: President
(2) Contact Person in that office: Chief of Staff and Assistant to the President for Governmental Relations

Approved by Board of Governors on August 26, 2015.

III.A.2.

RECOMMENDED ACTION – Approval of Revision to G12.01 Information Assurance Policy.

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

WHEREAS, G12.01 Information Assurance Policy is the governing policy setting forth the administrative and technical controls whereby the University protects the confidentiality, integrity, and availability of its information;

WHEREAS, on or about December 1, 2015, the Administrative and Information Services Division was reorganized into two (2) separate and distinct divisions: Administrative Services and Information Services;

WHEREAS, as a result of the aforementioned reorganization, G12.01 Information Assurance Policy requires technical revisions regarding the organization and reporting structure of the Information Services Division; and

WHEREAS, Administration recommends approval of the proposed technical revisions in order to ensure the accuracy and clarity of G12.01 Information Assurance Policy.

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors for Missouri State University that G12.01 Information Assurance Policy be revised as reflected in the attached document, and that any and all other policies found to be affected by this same language be revised.

VOTE: **AYE**⸺⸺

         NAY⸺⸺

COMMENTS:

See attached Governing Policy – G12.01 Information Assurance Policy.

Information Assurance

[G12.01 Information Assurance](#)

Policy statement

Missouri State University will protect the confidentiality, integrity, and availability of its information by providing administrative and technical controls for the following areas:

- Information Security Unit Organization and Mission

- Risk Assessment and Management

- Information Management

- Human Resources Management

- Employee Information Access

- Physical Security

- Network and Computing Infrastructure

- Software Application Development

- Identity and Access Management

- Component Integration and Removal

- Awareness and Training

- Information Security Incident Management

- Disaster Recovery of Core Systems

- Regulatory Compliance

- Data Classification Levels

- HIPAA Security Rule

Reason or purpose for policy

Missouri State University is committed to protecting the information entrusted to its care and will provide the appropriate infrastructure to meet that commitment. This policy applies to academic, administrative, auxiliary services, and all other entities under the direction of Missouri State University's administration.

Information Assurance (IA) is defined as the practice of managing risks related to the use, processing, storage, and transmission of information or data and the systems and processes used for those purposes. Information assurance includes protection of the integrity, availability, authenticity, non-repudiation, and confidentiality of data. It is comprised of physical, technical, and administrative controls designed to accomplish these tasks. While focused predominantly on information in digital form, the full range of IA encompasses not only digital but also analog or physical form. These protections apply to data in transit, both physical and electronic forms, as well as data at rest in various types of physical and electronic storage facilities.

Risk is defined as the probability of compromised confidentiality, integrity, or availability; in light of threats, vulnerabilities, and impact.

The Information Security ~~unit~~ department of the ~~Computer~~ Information Services ~~department~~ division provides guidance and oversight for all information security-related activities. The Information Security Officer chairs the Information Security Executive Committee (ISEC). This committee consists of representatives from the Office of the Provost, Faculty Senate, Administrative ~~and Information~~ Services, Financial Services, Enrollment Services, Residence Life Housing and Dining Services, Research and Economic Development, Office of Development, General Counsel, President's Office, West Plains Campus, and the Student Government Association; it is responsible for:

- Developing a shared vision of the University's desired information assurance characteristics.

- Determining the appropriate resources required to achieve the desired state.

- Reviewing and enhancing existing policies and developing new policies to appropriately secure information resources.

- Developing effective marketing and education plans to inform and raise awareness of various information security-related issues.

- Developing an action plan to respond to security breaches should any occur within the University system.

Standards and procedures accompany all policy statements and are jointly developed by the areas governed by the policy, ISEC, and the Information Security Officer. The Chief Information Officer will review all policies and procedures for accuracy and completeness and, where appropriate, bring forth to the ~~Vice President for Administrative and Information Services~~ Administrative Council to solicit approval ~~of the Administrative Council~~.

The University uses the National Institute of Standards and Technology, Federal Information Processing Standards and Special Publications for guidance, with adaptations appropriate to an academic environment.

Line of authority

Responsible administrator and office: Chief Information Officer (CIO), Information Services

Contact person in that office: Information Security Officer (ISO)

Effective date

Approved by Board of Governors: August 20, 2014

<u>III.A.2.</u>

RECOMMENDED ACTION – Approval of FY2016/2017 Employment Agreements for Athletic Coaches (Assistant Coaches for Football)

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

     WHEREAS, Missouri State University desires to employ Jason Ray as Missouri State University's Assistant Coach for Football for a term running from January 11, 2016 through January 31, 2017, and Mr. Ray desires to accept such employment;

     WHEREAS, an Athletics Employment Agreement for Mr. Ray is attached hereto and incorporated by reference as <u>Exhibit A</u>;

     WHEREAS, the University desires to continue the employment of the following eight (8) individuals as Assistant Coaches for football: Peter Badovinac, Mack Brown, Sean Coughlin, Kenji Jackson, Justin Kramer, Christian Morton, Munir Prince, and Marcus Yokeley, for another year (i.e., February 1, 2016 through January 31, 2017); and

     WHEREAS, the Athletics Employment Agreements for Messrs. Badovinac, Brown, Coughlin, Jackson, Kramer, Morton, Prince, and Yokeley, respectively, are attached hereto and incorporated by reference as <u>Exhibits B-I</u>.

     NOW, **BE IT RESOLVED** that the Board of Governors of Missouri State University approves and authorizes the President to execute the attached FY2016/2017 Employment Agreements for Football Assistant Coaches.

VOTE: **AYE** _____

              NAY _____

Comments:

Former Offensive Coordinator for Football, Mario Verduzco, resigned effective December 7, 2015. His salary of $100,000 was reallocated as follows:

- Jason Ray was hired as a new Assistant Coach for Football at an annual salary of $52,000;
- Mack Brown was named Co-Offensive Coordinator, and his salary was increased by $20,000 (resulting in a total annual salary of $60,720);

- Sean Coughlin was named Co-Offensive Coordinator, and his salary was increased by $10,000 (resulting in a total annual salary of $71,080);
- Justin Kramer received a salary increase of $15,000 (resulting in a total annual salary of $55,000);
- Munir Prince received a salary increase of $3,000 (resulting in a total annual salary of $43,720).

The annual salaries for Peter Badovinac ($40,720), Kenji Jackson ($40,720), Christian Morton ($55,990), and Marcus Yoekeley ($86,530) remain unchanged.

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: Jason Ray

Position: Assistant Coach

Sport: Football

Term: January 11, 2016-January 31, 2017

Compensation: $52,000 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. Ray for any documented expenses associated with Mr. Ray's 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. Ray and his household with temporary housing for up to three (3) week, upon his relocation to Springfield, Missouri. The University shall be responsible for making the temporary housing arrangements on Mr. Ray'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

_____
Jason Ray, Assistant Coach

01/07/2016
_____
Date

MISSOURI STATE UNIVERSITY

_____
Clifton M. Smart III
President

_____
Date

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

ATHLETICS EMPLOYMENT AGREEMENT TERMS AND CONDITIONS – ASSISTANT COACH

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

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

    a. The University's employment of the current head coach of the sport identified in this Agreement ("Sport") ends for any reason; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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: Peter Badovinac

Position: Assistant Coach

Sport: Football

Term: February 1, 2016-January 31, 2017

Compensation: $40,720 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.

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

MISSOURI STATE UNIVERSITY

Peter Badovinac
Peter Badovinac, Assistant Coach

Clifton M. Smart III
President

1/12/2016
Date

Date

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

ATHLETICS EMPLOYMENT AGREEMENT TERMS AND CONDITIONS – ASSISTANT COACH

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

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

    a. The University's employment of the current head coach of the sport identified in this Agreement ("Sport") ends for any reason; or

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

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

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

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

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

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

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

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

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

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

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

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

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

    f. Coach is required to provide a written detailed account annually to the University President for all athletically related income and benefits from sources outside the institution. In addition, the approval of all athletically related income and benefits shall be consistent with the institution's policy related to outside income and benefits applicable to all full-time or part-time employees. Sources of such income shall include, but are not limited to, the following:
- Income from annuities;
- Sports camps;
- Housing benefits (including preferential housing arrangements);
- Country club memberships;
- Complimentary ticket sales;
- Television and radio programs; and
- Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

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

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

February 28, 2013

Exhibit C

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: Mack Brown

Position: Assistant Coach

Sport: Football

Term: February 1, 2016-January 31, 2017

Compensation: $60,720 annually
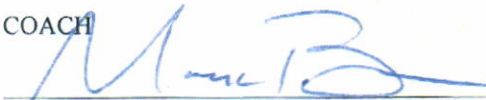
Achievement Payments:
$1000 for regular season conference championship or regular season conference co-championship in football; and
$700 for each game played in the NCAA FCS football playoffs.

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

_____
Mack Brown, Assistant Coach

1/8/16

_____
Date

MISSOURI STATE UNIVERSITY

_____
Clifton M. Smart III
President

_____
Date

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

ATHLETICS EMPLOYMENT AGREEMENT TERMS AND CONDITIONS – ASSISTANT COACH

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

The University may terminate this Agreement, with or without advance notice, in its sole discretion, without owing any continuing obligation to pay Coach's salary or perform any other obligations under this Agreement, if:
   a.   The University's employment of the current head coach of the sport identified in this Agreement ("Sport") ends for any reason; or
   b.   Coach fails to perform as agreed, Coach otherwise breaches this Agreement, or termination is otherwise appropriate pursuant to the terms of the Employee Handbook; or
   c.   Appropriations or unencumbered funds adequate to pay the obligations herein created become unavailable for any reason.

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

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

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

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

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

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

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

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

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

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

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

   f.   Coach is required to provide a written detailed account annually to the University President for all athletically related income and benefits from sources outside the institution. In addition, the approval of all athletically related income and benefits shall be consistent with the institution's policy related to outside income and benefits applicable to all full-time or part-time employees. Sources of such income shall include, but are not limited to, the following:
   - Income from annuities;
   - Sports camps;
   - Housing benefits (including preferential housing arrangements);
   - Country club memberships;
   - Complimentary ticket sales;
   - Television and radio programs; and
   - Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

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

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

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: Sean Coughlin

Position: Assistant Coach

Sport: Football

Term: February 1, 2016-January 31, 2017

Compensation: $71,080 annually
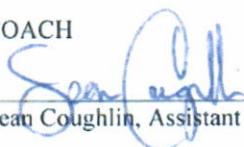
Achievement Payments:
$1000 for regular season conference championship or regular season conference co-championship in football; and $700 for each game played in the NCAA FCS football playoffs.

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

_____
Sean Coughlin, Assistant Coach

1-6-16
_____
Date

MISSOURI STATE UNIVERSITY

_____
Clifton M. Smart III
President

_____
Date

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

ATHLETICS EMPLOYMENT AGREEMENT TERMS AND CONDITIONS – ASSISTANT COACH

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

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

    a.   The University's employment of the current head coach of the sport identified in this Agreement ("Sport") ends for any reason; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Income from annuities;
- Sports camps;
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- Country club memberships;
- Complimentary ticket sales;
- Television and radio programs; and
- Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

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

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

February 28, 2013

Missouri State
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: Kenji Jackson

Position: Assistant Coach

Sport: Football

Term: February 1, 2016-January 31, 2017

Compensation: $40,720 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.

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   MISSOURI STATE UNIVERSITY

_____   _____
Kenji L. Jackson, Assistant Coach   Clifton M. Smart III
                                                        President

_____   _____
Date   1 - 13 - 2016   Date

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

ATHLETICS EMPLOYMENT AGREEMENT TERMS AND CONDITIONS – ASSISTANT COACH

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    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.

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    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:

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February 28, 2013

Missouri State
UNIVERSITY

ATHLETICS EMPLOYMENT AGREEMENT – ASSISTANT COACH

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

Name of Coach: Justin M. Kramer

Position: Assistant Coach

Sport: Football

Term: February 1, 2016 - January 31, 2017

Compensation: $55,000 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.
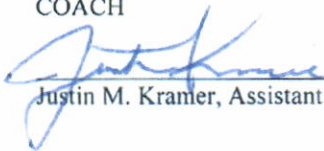
Other Benefits and Incentives:
Coach may participate in camps and/or clinics.
Coach shall receive 4 tickets to all home football games at no cost
Shall have use of one (1) automobile pursuant to an agreement with the University

COACH

Justin M. Kramer, Assistant Coach

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

1-8-16

Date

Date

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

ATHLETICS EMPLOYMENT AGREEMENT TERMS AND CONDITIONS – ASSISTANT COACH

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    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

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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.

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    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.

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

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

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

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

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

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

February 28, 2013

Missouri State

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: Christian Morton

Position: Assistant Coach

Sport: Football

Term: February 1, 2016-January 31, 2017

Compensation: $55,990 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.

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   MISSOURI STATE UNIVERSITY

_____   _____
Christian Morton, Assistant Coach   Clifton M. Smart III
                                                                            President

1/8/16
_____   _____
Date   Date

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

ATHLETICS EMPLOYMENT AGREEMENT TERMS AND CONDITIONS – ASSISTANT COACH

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

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

    a.   The University's employment of the current head coach of the sport identified in this Agreement ("Sport") ends for any reason; or

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

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

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

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

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

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

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

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

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

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

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

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

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

    f.   Coach is required to provide a written detailed account annually to the University President for all athletically related income and benefits from sources outside the institution. In addition, the approval of all athletically related income and benefits shall be consistent with the institution's policy related to outside income and benefits applicable to all full-time or part-time employees. Sources of such income shall include, but are not limited to, the following:
- Income from annuities;
- Sports camps;
- Housing benefits (including preferential housing arrangements);
- Country club memberships;
- Complimentary ticket sales;
- Television and radio programs; and
- Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

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

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

February 28, 2013

Exhibit H

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: Munir Prince

Position: Assistant Coach

Sport: Football

Term: February 1, 2016 -January 31, 2017

Compensation: $43,720 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.

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

Munir Prince
Munir Prince, Assistant Coach

MISSOURI STATE UNIVERSITY

Clifton M. Smart III
President

1-8-2016
Date

Date

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

ATHLETICS EMPLOYMENT AGREEMENT TERMS AND CONDITIONS – ASSISTANT COACH

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

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

a. The University's employment of the current head coach of the sport identified in this Agreement ("Sport") ends for any reason; or

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

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

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

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

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

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

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

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

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

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

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

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

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

f. Coach is required to provide a written detailed account annually to the University President for all athletically related income and benefits from sources outside the institution. In addition, the approval of all athletically related income and benefits shall be consistent with the institution's policy related to outside income and benefits applicable to all full-time or part-time employees. Sources of such income shall include, but are not limited to, the following:
- Income from annuities;
- Sports camps;
- Housing benefits (including preferential housing arrangements);
- Country club memberships;
- Complimentary ticket sales;
- Television and radio programs; and
- Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

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

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

February 28, 2013

Exhibit I

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: Marcus Yokeley

Position: Assistant Coach

Sport: Football

Term: February 1, 2016 –January 31, 2017

Compensation: $86,530 annually
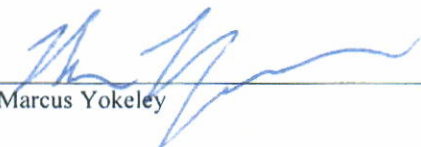
Achievement Payments:
$1000 for regular season conference championship or regular season conference co-championship in football; and
$700 for each game played in the NCAA FCS football playoffs.

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

_____
Marcus Yokeley

_____
Date   1/08/16

MISSOURI STATE UNIVERSITY

_____
Clifton M. Smart III
President

_____
Date

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

ATHLETICS EMPLOYMENT AGREEMENT TERMS AND CONDITIONS – ASSISTANT COACH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

  f. Coach is required to provide a written detailed account annually to the University President for all athletically related income and benefits from sources outside the institution. In addition, the approval of all athletically related income and benefits shall be consistent with the institution's policy related to outside income and benefits applicable to all full-time or part-time employees. Sources of such income shall include, but are not limited to, the following:
  * Income from annuities;
  * Sports camps;
  * Housing benefits (including preferential housing arrangements);
  * Country club memberships;
  * Complimentary ticket sales;
  * Television and radio programs; and
  * Endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers.

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

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

February 28, 2013

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 February 5, 2016, as presented by Business and Support Services, be accepted and approved.

VOTE: **AYE** _____

                       NAY _____

COMMENTS:

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

It is recommended that the attached report be approved.

1

ACTIVITY REPORT
MISSOURI STATE UNIVERSITY
WEST PLAINS CAMPUS

February 5, 2016

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

Stump Grinding for Tree Removal		**Project Budget**
Campus Grounds		**$1,783.05**

A notice to proceed was issued to Feller Construction, Inc. in the amount of $1,783.05. This project was issued under the FY16 Job Order Contract Services agreement. This project consists of expenses for grinding the left over tree stumps after trees had been removed from the campus grounds. The project budget has been established as follows:

Project Budget		
Consulting Fees	$	0.00
Construction Contracts	$	1,783.05
Project Administration		0.00
Construction Contingency		0.00
Furniture, Fixtures, & Equipment		0.00
Telecommunications		0.00
Relocation Costs		0.00
Total Project Budget	$	**1,783.05**

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

2

III.B.2.

RECOMMENDED ACTION -

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:

Name	Position-Department	Grade	Salary	Effective
Debra A. Mosley	Executive Assistant IV WP Chancellor's Office	17	$18.32 Hourly	01/04/2016
Mary E. Kellum	Coordinator, TRiO S.S.S. WP TRiO S.S.S.	44	$40,000 Annually	01/11/2016

CHANGE OF STATUS:

Name	Position-Department	Action	Effective
Cindy Bridges	Coordinator, Academic Advisement WP AACCESS From: Coordinator, Academic Advisement Annual Salary: $46,497 To: Coord., Academic Advisement / Interim Coord. TRiO S.S.S. Annual Salary: $46,497 + $500 / month supplemental pay	Status Change	12/01/2015
Cindy Bridges	Coordinator, Academic Advisement WP AACCESS From: Coord., Academic Advisement / Interim Coord. TRiO S.S.S. Annual Salary: $46,497 + $500 / month supplemental pay To: Coordinator, Academic Advisement Annual Salary: $46,497	Status Change	01/10/2016
Karen R. Ryburn	From: Coordinator, TRiO S.S.S., WP WP TRiO S.S.S. To: Staff Emeritus WP TRiO S.S.S.	Status Change	12/01/2015

1

VOTE: __AYE_____

                 NAY _____

2

<u>III.C.1.</u>

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 November 19, 2015 through January 20, 2016 be approved.

ACTIVITY REPORT
MISSOURI STATE UNIVERSITY
OFFICE OF PROCUREMENT SERVICES

FOR INFORMATIONAL PURPOSES ONLY

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

Open Text (Red Dot) Software Maintenance Support Renewal $27,400.93
Web and New Media

Pursuant to University policy, which addresses justification for making awards on a single feasible source basis, the University has renewed its maintenance support for Red Dot Management System software, owned by Open Text Incorporated.

The University uses this content management system software, which was competitively procured in 2005, to develop, store and generate nearly half of its web content. The period covered by this renewal is March 1, 2016 through February 28, 2017.

A purchase order has been issued to Open Text Incorporated.

Note: Funding to be from the FY16 operational budget.

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

Medical Laboratory Testing Services (Group II) $30,000.00
Taylor Health and Wellness Center   (Estimated)

Contract C6869-2 with Boyce & Bynum Pathology Laboratories will be renewed in order to provide Group II Medical Laboratory Testing Services for the period May 1, 2016 through April 30, 2017. This is the first of four available contract renewal options. Contract prices will increase by 1% as provided for in the contract.

Note: Funding to be from the FY16 operational budget.

November 19, 2015 through January 20, 2016

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

JSTOR Journal Archive Database Collection   **$30,700.00**
Meyer Library

Payment has been processed to JSTOR for annual license fees for 10 journal archive database collections which provide full-text access to 2,100 scholarly journals. The Libraries have licensed JSTOR electronic resources since 2004. The license period is January 1, 2016 to December 31, 2016.

Note: Funding to be from the FY16 operational budget.

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

Software Maintenance Support for Enterprise Job Scheduler by UC4   **$33,343.00**
Computer Services

Payment processed to Ellucian Support Incorporated, for annual software system maintenance support for Enterprise Job Scheduler by AppWorx (now UC4) under Contract 3284-1, Amendment One for Computer Services for the period January 1, 2016 through December 31, 2016. Amendment One was approved by the Board on October 31, 2007.

The Enterprise Job Scheduler software purchased in 2007 was made by AppWorx. In June 2013, UC4, the company that owns AppWorx, upgraded the product to its current version and discontinued support of the old version. The current version is only available through Ellucian Support Incorporated.

Note: Funding to be from the FY16 operational budget.

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

Prescription Drug Plan Services   **$35,100.00**
Human Resources   **(Estimated Cost for Three-Year Period)**

All remaining renewals, two through four, for Contract C5726-2 with MedTrak to provide prescription drug plan services have been exercised. These renewals cover the period

November 19, 2015 through January 20, 2016

January 1, 2017 through December 31, 2019. The current estimated annual cost for administrative services is $11,700.00 and will remain unchanged for the three (3) year period.

A summary of the features that will apply to the Prescription Drug Plan during these renewal periods are as follows.

- Maintains brand pricing and improves the pricing structure each year for generic and Best-In-Class Specialty pharmacy rates while continuing to pass through discounts set by the University for Taylor Pharmacy

- Continues to provide guaranteed overall effective rates (discounts) for generic and Best-In-Class Specialty products with ongoing monitoring to ensure discounts are achieved

- Improves rebates each year which are paid directly to the University

- Maintains administrative fees and any additional costs to the plan such as paper claims, optional Right Choice programs and prior authorizations

- Continues to constantly innovate and provide focused approaches to address the evolving drug landscape and identify new programs and cost-saving opportunities for the University

The self-insured PPO network access contract with Mercy and the third party administrative services contract with Med-Pay will also be renewed through December 31, 2019. The Mercy, Med-Pay and MedTrak contracts were all bid together. Therefore, it makes sense to keep them all on the same performance schedule.

Note: Funding to be from the FY18, FY19 and FY20 operational budgets, as applicable.

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

Software Maintenance Support for EMR System $37,055.00
Taylor Health and Wellness Center

Payment processed to Point and Click Solutions Incorporated for annual software system maintenance support for Electronic Medical Record (EMR) system under Contract C5686-1 for Taylor Health and Wellness Center for the period January 1, 2016 through December 31, 2016. This contract was approved by the Board in March 2012.

Note: Funding to be from the FY16 operational budget.

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

Elliot Data System Repairs $37,940.00
Center for Resource Planning and Management

Pursuant to University policy, which allows for participation in contract agreements established by other public entities, the University will utilize State of Missouri Contract C211034001 with World Wide Technology, Incorporated to complete repairs of six (6) Elliot data systems in Region D counties.

Each machine is needed for credentialing and asset inventory within each Region D county. Currently, the (6) six Elliot data systems are housed at the Emergency Management Agency offices of Lawrence, Webster, Dallas, Vernon, Taney, and Hickory counties.

Note: Funding to be from the 2015 Homeland Security two-year grant.

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

Veterinary Services $40,000.00
Agriculture/Journagan Ranch   **(Estimated)**

Pursuant to University policy, which addresses justification for making awards on a single feasible source basis, a purchase order has been issued to Whetstone Veterinary Services LLC to provide veterinary services for Journagan Ranch on an as needed basis for the period January 1, 2016 to December 31, 2016.

November 19, 2015 through January 20, 2016

Whetstone is the only multi-veterinarian staffed clinic in the area surrounding Journagan Ranch. The clinic also provides 24-hour on-call service.

Note: Funding to be from the FY16 operational budget.

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

Networking Infrastructure Upgrade –Wireless Devices   42,766.50
Computer Services

Pursuant to University policy, which allows for participation in contract agreements established by other public entities, the University is utilizing the Western States Contracting Alliance (WSCA) Cooperative Contract CAR608 to upgrade and expand the wireless networking infrastructure in the Freudenberger Residence Hall.

Missouri State University depends on its wireless networking infrastructure for a large number of services that support learning, research, and business processes.   As the University's need for wireless computing continues to expand in both coverage areas and capacity in each area, it is important to keep up with new technologies that deliver superior services.

The University, therefore, desires to continue to enhance the wireless services adding support for the latest ITTT 802.11ac wireless standard using the Aruba product line which also supports the older a/b/g/n standards. These new devices are faster, provide better coverage, and support more clients than the existing older technology making them an ideal addition to the University's wireless services.

A purchase order has been issued to JMA Information Technology.

Note: Funding to be from the FY16 operational budget.

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

IBM pSeries Hardware and Software Maintenance/Support Renewal $44,182.82
Computer Services

Pursuant to University policy, which allows for participation in contract agreements established by other public entities, the University is utilizing the State of Missouri

November 19, 2015 through January 20, 2016

contract with Huber and Associates to renew the annual maintenance/support for its IBM pSeries hardware and software. The coverage period is February 13, 2016 to February 12, 2017.

A purchase order has been issued to Huber and Associates.

Note: Funding to be from the FY16 operational budget.

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

Detector Upgrade	**$45,450.00**
Physics, Astronomy and Materials Science	**(Estimated)**

Pursuant to University policy, which addresses justification for making awards on a single feasible source basis, a purchase order has been issued to Bruker AXS Incorporated for a detector upgrade for the department's X-Ray Diffraction (XRD) system.

This upgrade will improve the performance of the XRD system, increasing the number of experiments which can be performed, and thereby the impact of the instrument for the department.

Note: Funding to be from the FY16 operational budget.

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

Cisco Maintenance Renewal	**46,138.40**
Computer Services	

Pursuant to University policy, which allows for participation in contract agreements established by other public entities, the University is utilizing Educational and Institutional Cooperative Purchasing Contract CNR-01317 with SKC Communication Products, LLC to purchase Cisco annual maintenance support.

This maintenance renewal provides support services for some of the University's core servers for the Distance Learning technologies. The maintenance renewal begins November 1, 2015 and ends on October 31, 2016.

November 19, 2015 through January 20, 2016

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

Note: Funding to be from the FY16 operational budget.

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

Upgrade to Building Management System Network for JQH Arena   **$51,834.00**
Facilities Maintenance   **(Estimated)**

Pursuant to University policy, a purchase order has been issued to Johnson Controls Incorporated (JCI) on a single feasible source basis to upgrade the Building Management System Network at JQH Arena in support of Phase III Chiller Energy Efficiency Improvements contract/agreement with JCI. Upgrade of this equipment by JCI is considered to be the most cost effective approach for the following reasons.

- JCI management, monitoring and control systems are located throughout campus.

- Maintaining a JCI management system at JQH Arena is necessary in order to guarantee seamless communication between JQH and all other areas.

- Maintaining JCI equipment at JQH Arena is essential to the integrity of the overall management system and is necessary in order to continue to guarantee the annual energy cost savings agreed to under the Phase III contract.

- Since JCI equipment is proprietary, this upgrade can only be accomplished by JCI.

- Changing systems and vendors at this juncture would not be prudent or cost effective.

A breakdown of estimated costs are as follows:

Engineering	$24,508.00
Installation Labor	$ 3,572.00
Material	$19,042.60
Project Management	$ 4,711.40
Total	$51,834.00

Note: Funding to be from the FY16 operational budget.

November 19, 2015 through January 20, 2016

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

Medical Laboratory Testing Services (Group I)	**$72,000.00**
Taylor Health and Wellness Center	**(Estimated)**

Contract C6869-1 with Quest Diagnostics will be renewed in order to provide Group I Medical Laboratory Testing Services for the period May 1, 2016 through April 30, 2017.

This is the first of four available contract renewal options. Contract prices will remain unchanged.

Note: Funding to be from the FY16 operational budget.

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

Fire Detection and Suppression Systems Inspection and Testing Services	**$74,444.50**
Campus Wide	**(Estimated)**

Contract C6178-1 with Cintas Fire will be renewed in order to provide fire detection and suppression systems inspection and testing services for the period April 1, 2016 through March 31, 2017. This is the third of four available contract renewal options. Contract prices will remain unchanged.

Note: Funding to be from the FY16 operational budget.

November 19, 2015 through January 20, 2016

<u>III.D.1.</u>

RECOMMENDED ACTION - Approval of Activity Report for the month of November 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 November 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

November 2015

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

November 2, 2015

Laboratory Renovations	**Project Budget**
Temple Hall	**$3,378,095.00**

A change order was signed with Carson-Mitchell, Inc. in the amount of $8,192.74. This is the fourth change order on this project. Work added under this change order reroutes electrical circuits for a dishwasher and installs multiple marker boards. The contract amount will be increased to $2,766,448.64. This project is being funded by the Temple Laboratory Renovations budget.

New Construction	**Project Budget**
O'Reilly Clinical Health Sciences Center	**$19,500,000.00**

A change order was signed with DeWitt & Associates, Inc. in the amount of $108,364.00. This is the ninth change order on this project. Work added under this change order relocates the storm siren and installs monument signs. The contract amount will be increased to $15,281,035.33. This project is being funded by the Occupational Therapy Building budget.

November 3, 2015

Replace Dish Machine	**Project Budget**
Garst Dining Center	**$41,000.00**

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of $36,844.50. This project was issued under the FY16 Job Order Contracting Services agreement. Work under this project replaces the existing dish machine.

The project budget has been established as follows:

Project Budget	
Consulting Fees	$ 0.00
Construction Contracts	36,844.50
Project Administration	500.00
Construction Contingency	3,655.50
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	0.00
Total Project Budget	**$41,000.00**

This project is being funded by the Garst Dishwasher Install budget.

2

November 6, 2015

Renovation and Addition   **Project Budget**
Glass Hall   **$33,840,165.00**

Bids were received on September 17, 2015 for the renovation and addition of Glass Hall. Following the October Board of Governors' meeting, a notice to proceed was issued to Dewitt & Associates, Inc. in the amount of $25,872,700.00. This project is being funded by the Glass Hall Renovation and Addition budget.

November 9, 2015

Construction of
Health and Wellness Center

A contract was signed with CJW Transportation Consultants, LLC for services in conjunction with a survey required for the construction of a new health and wellness center. The hourly not-to-exceed fee for the consultant's work is $4,044.00. This project is being funded by the Health and Wellness Center budget.

Improve District Chilled Water System
Campus Utilities

A contract was signed with CJW Transportation Consultants, LLC for services in conjunction with a survey required for the improvements to the campus district chilled water system. The hourly not-to-exceed fee for the consultant's work is $4,479.00. This project is being funded by the Chilled Water – Cherry / Glass budget.

November 13, 2015

Renovation and Addition   **Project Budget**
Glass Hall   **$33,840,165.00**

Additional services were approved with Perkins+Will for services in conjunction with the renovation and addition of Glass Hall. The University requested the consultant restart the project which included new design changes and labor rate increases. The additional services amount is $192,328.00. The new contract amount is $2,107,078.00. This project is being funded by the Glass Hall Renovation and Addition budget.

Exterior Masonry Envelope Repairs
Jim D. Morris Center

A contract was signed with Structural Engineering Associates, Inc. for services in conjunction with identifying locations of moisture intrusion. The fixed fee for the consultant's work is $12,850.00. This project is being funded by the Operating Maintenance and Repair budget.

Playground Equipment, Child Development Center   **Project Budget**
Professional Building   **$622,594.92**

A change order was signed with GameTime in the amount of $4,208.00. This is the second change order on this project. Work added under this change order constructs a concrete pad, sidewalk, and includes additional site work. The contract amount will be increased to $611,078.06 and thirty calendar days will be added to the contract completion date. This project is being funded by the Child Development Center Playground Equipment budget.

3

November 17, 2015

New Elevator Installation
Kentwood Hall

Following approval at the October Board of Governors' Executive Committee meeting, a contract was signed with Butler, Rosenbury & Partners, Inc. for services in conjunction with replacement of the existing elevator, construction of new stairs, and installation of a generator. The fixed fee for the consultant's work is $118,500.00. This project is being funded by the Kentwood Elevator Renovation budget.

November 18, 2015

Renovate Existing Elevator	**Project Budget**
Baker Bookstore	**$120,000.00**

Bids were received on November 5, 2015 for the renovation of the existing elevator. Following the November Board of Governors' Executive Committee meeting, a notice to proceed was issued to Thyssenkrupp Elevator Corporation in the amount of $94,241.00. This project is being funded by the Bookstore budget.

Install Additional Linesets	**Project Budget**
Juanita K. Hammons Hall for the Performing Arts	**$159,900.00**

Bids were received on November 3, 2015 for installing new linesets and upgrading the electrical system. Following the November Board of Governors' Executive Committee meeting, a notice to proceed was issued to Bales Construction Company, Inc. in the amount of $127,000.00. This project is being funded by the Juanita K. Hammons Hall for the Performing Arts Foundation budget.

Tornado Community Safe Room	**Project Budget**
Sunvilla West	**$1,859,750.00**

Bids were received on November 3, 2015 for construction of a tornado community safe room in the event of severe weather. Following the November Board of Governors' Executive Committee meeting, a notice to proceed was issued to DeWitt & Associates, Inc. in the amount of $1,503,372.00. This project is being funded by the Residence Life – Hazard Mitigation Grant Program Safe Room budget.

Material Testing and Special Inspections	**Project Budget**
Glass Hall	**$33,840,165.00**

Following approval at the November Board of Governors' Executive Committee meeting, a contract was signed with Palmerton & Parrish, Inc. for services in conjunction with material testing and special inspections. The hourly not-to-exceed fee for the consultant's work is $97,931.00. This project is being funded by the Glass Hall Renovation and Addition budget.

Roof Replacement of the Parking Structure	**Project Budget**
Sunvilla Tower	**$303,000.00**

A change order was signed with Weatherproofing Technologies, Inc. for a deduct in the amount of $2,329.71. This is the second change order on this project. This change order is a credit for installing a less expensive roof access door. The contract amount will be decreased to $263,362.15. This project is being funded by the Sunvilla Tower Renovation budget.

4

Renovations to the Dining Center   **Project Budget**
Blair-Shannon House   **$1,228,350.00**

A change order was signed with Nesbitt Construction, Inc. in the amount of $11,438.61. This is the fourth change order on this project. Work added under this change order installs new walls, booth seating, and vinyl wallcoverings. The contract amount will be increased to $887,390.15. This project is being funded by the Blair Shannon Dining budget.

November 24, 2015

Renovation
Hass-Darr Hall

A contract was signed with Dake Wells Architecture for services in conjunction with the renovation of Hass-Darr Hall. The fixed fee for the consultant's work is $29,100.00. This project is being funded by the West Plains Post Office Renovation budget.

5

RECOMMENDED ACTION - Approval of Activity Report for the month of December 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 December 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

December 2015

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

December 8, 2015

Construction
Health and Wellness Center

Following approval at the November Board of Governors' Executive Committee meeting, a contract was signed with Hastings + Chivetta for services in conjunction with the new health and wellness center. The fixed fee for the consultant's work is $737,729.00. This project is being funded by the Taylor Health and Wellness Clinic Reserves fund.

Bathroom Renovation
Blair House

Following approval at the October Board of Governors' Executive Committee meeting, a contract was signed with Treanor Architects for services in conjunction with the bathroom renovation in Blair House. The fixed fee for the consultant's work is $125,500.00. This project is being funded by the Residence Life Refurbishing budget.

December 9, 2015

Third Floor Corridor Renovations	**Project Budget**
Craig Hall	**$306,000.00**

A change order was signed with Trotter Construction, LLC in the amount of $11,468.52. This is the third change order on this project. Work added under this change order refinishes existing doors and installs window film. The contract amount will be increased to $258,373.20. This project is being funded by the Craig Hall Third Floor Renovation budget.

December 10, 2015

Resurface Basketball Courts	**Project Budget**
Bill R. Foster and Family Recreation Center	**$11,000.00**

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of $9,298.00. This project was issued under the FY16 Job Order Contracting Services agreement. Work under this project resurfaces the existing basketball courts.

The project budget has been established as follows:

2

Project Budget

Consulting Fees	$ 0.00
Construction Contracts	9,298.00
Project Administration	307.30
Construction Contingency	1,394.70
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	0.00
Total Project Budget	**$11,000.00**

This project is being funded by the Campus Recreation budget.

December 11, 2015

Install Fans   **Project Budget**
Pinegar Arena, Darr Agricultural Center   **$32,500.00**

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of $27,964.17. This project was issued under the FY16 Job Order Contracting Services agreement. Work under this project installs two fans to enhance the indoor environment air quality at Pinegar Arena.

The project budget has been established as follows:

Project Budget

Consulting Fees	$ 0.00
Construction Contracts	27,964.17
Project Administration	500.00
Construction Contingency	4,035.83
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	0.00
Total Project Budget	**$32,500.00**

This project is being funded by the Agriculture Administrative – Operating budget.

Improvements to Physical Therapy Clinic
McQueary Family Health Sciences Hall

A contract was signed with J&M Engineering, LLC for services in conjunction with the installation of a supported ambulation system in the physical therapy clinic on the lower level of McQueary Family Health Sciences Hall. The hourly not-to-exceed fee for the consultant's work is $2,900.00. This project is being funded by the Physical Therapy Operating budget.

December 15, 2015

Solar Stop QR Code Plaque   **Project Budget**
Campus Bikeways   **$4,500.00**

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of $2,727.92. This project was issued under the FY16 Job Order Contracting Services agreement. Work under this project installs signage about sustainability and the solar array.

The project budget has been established as follows:

3

Project Budget

Consulting Fees	$ 0.00
Construction Contracts	2,727.92
Project Administration	272.08
Construction Contingency	1,500.00
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	0.00
Total Project Budget	**$4,500.00**

This project is being funded by the Sustainability – Solar Stop budget.

Relocate Bus Stop Shelter   **Project Budget**
Glass Hall   **$66,000.00**

Bids were received for the relocation of the bus stop shelter at Glass Hall to the new site location in front of Sunvilla Tower. A notice to proceed was issued to DeWitt & Associates, Inc. in the amount of $49,500.00.

The bids received on this project are as follows:

Contractor	**Base Bid**
DeWitt & Associates, Inc.	$49,500.00
Trotter Construction, LLC	$74,291.00
Kenmar Construction, Inc.	$79,500.00
Bales Construction Company, Inc.	$81,800.00

The project budget has been established as follows:

Project Budget

Consulting Fees	$ 0.00
Construction Contracts	49,500.00
Project Administration	3,000.00
Construction Contingency	7,500.00
Furniture, Fixtures, and Equipment	2,000.00
Telecommunications	4,000.00
Relocation Costs	0.00
Total Project Budget	**$66,000.00**

This project is being funded by the Transit System budget.

Install Construction Security Camera   **Project Budget**
Temple Hall   **$9,967.00**

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of $3,146.65. This project was issued under the FY16 Job Order Contracting Services agreement. Work under this project installs a security camera at Temple Hall to view the construction activity for the renovation and addition at Glass Hall. The camera will be used for security purposes following the completion of the renovation and addition project.

The project budget has been established as follows:

4

Project Budget

Consulting Fees	$ 0.00
Construction Contracts	3,146.65
Project Administration	800.00
Construction Contingency	1,887.82
Furniture, Fixtures, and Equipment	0.00
Telecommunications	4,132.53
Relocation Costs	0.00
Total Project Budget	**$9,967.00**

This project is being funded by the Glass Hall Renovation and Addition budget.

December 16, 2015

Install Vinyl Base on Bathroom Vanities   **Project Budget**
Sunvilla Tower   **$4,500.00**

A notice to proceed was issued to Kenmar Construction, Inc. in the amount of $3,777.75. This project was issued under the FY16 Job Order Contracting Services agreement. Work under this project installs a vinyl base to each of the bathroom vanities within Sunvilla Tower.

The project budget has been established as follows:

Project Budget

Consulting Fees	$ 0.00
Construction Contracts	3,777.75
Project Administration	250.00
Construction Contingency	472.25
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	0.00
Total Project Budget	**$4,500.00**

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

Installation of Outdoor Freezer   **Project Budget**
Garst Dining Center   **$210,000.00**

A change order was signed with Bales Construction Company, Inc. in the amount of $2,738.50. This is the second change order on this project. Work added under this change order provides electrical wiring to the freezer. The contract amount will be increased to $179,044.20 and eleven calendar days will be added to the contract completion date. This project is being funded by the Freezer Install Garst Dining budget.

December 18, 2015

Vehicle Count System   **Project Budget**
Bear Park North   **$99,000.00**

Bids were received for installing an electronic vehicle counting system in Bear Park North. A notice to proceed was issued to Trotter Construction, LLC in the amount of $90,339.00.

The bids received on this project are as follows:

5

	Contractor	Base Bid
Trotter Construction, LLC		$90,339.00
Kenmar Construction, Inc.		$99,000.00

The project budget has been established as follows:

Project Budget
Consulting Fees	$ 0.00
Construction Contracts	90,339.00
Project Administration	3,000.00
Construction Contingency	3,661.00
Furniture, Fixtures, and Equipment	0.00
Telecommunications	2,000.00
Relocation Costs	0.00
Total Project Budget	**$99,000.00**

This project is being funded by the Wyrick FY15 – Bear Park North Counter budget.

Testing and Assessment Center   **Project Budget**
Meyer Library   **$1,317,945.00**

A change order was signed with Mechanical Services, Inc. in the amount of $41,041.76. This is the first change order on this project. Work added under this change order includes painting, additional piping, and insulation. The contract amount will be increased to $840,041.76 and twelve calendar days will be added to the contract completion date. This project is being funded by the Meyer Library – Testing Center budget.

Pipe Insulation Abatement   **Project Budget**
Temple Hall   **$1,750.00**

A work order was issued to Gerken Environmental Enterprise, Inc. in the amount of $908.52. This work order was issued under the FY16 On-Call Asbestos Abatement contract. Work under this project removes pipe insulation above the ceiling in Temple Hall.

The project budget has been established as follows:

Project Budget
Consulting Fees	$ 0.00
Construction Contracts	908.52
Project Administration	400.00
Construction Contingency	441.48
Furniture, Fixtures, and Equipment	0.00
Telecommunications	0.00
Relocation Costs	0.00
Total Project Budget	**$1,750.00**

This project is being funded by the Facilities and Maintenance budget.

6

RECOMMENDED ACTION – Approval of Amendments and changes to the Memorandum of Agreement between Missouri State University and Teamsters Local Union No. 245.

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

WHEREAS, the University entered into a Memorandum of Agreement ("Existing MOA") with Teamsters Local Union No. 245 on or about June 30, 2013, for a term running through June 30, 2015;

WHEREAS, the parties have continued to operate under the terms and conditions of the Existing MOA from July 1, 2015 to present under the holdover provision of Section 40 of the Existing MOA;

WHEREAS, during the holdover period, the parties have participated in several Meet and Confer sessions in order to negotiate the terms and conditions of a new Memorandum of Agreement ("Proposed MOA");

WHEREAS, the Proposed MOA does not contain any terms that represent material changes to the Existing MOA; and

WHEREAS, Administration recommends approval of the Proposed MOA by the Board of Governors.

NOW, THEREFORE, BE IT RESOLVED by the Board of Governors for Missouri State University that the President and the Vice President for Administrative Services are hereby authorized to sign on behalf of the University, the Memorandum of Agreement between the University and the Teamsters Local Union, No. 245, as attached hereto.

VOTE: **AYE** _____

              NAY _____

COMMENTS:

The Teamsters Local Union No. 245 ("Teamsters") represents certain of the University's employees, namely, public safety officers and radio communications officers. The University and the Teamsters have been operating under a Memorandum of Agreement ("Existing MOA") that was effective June 20, 2013 through June 30, 2015. Since July 1, 2015, the parties have continued to operate under the terms and conditions of the Existing MOA, as permitted via the holdover language within Section 40 of the Existing MOA.

Several Meet and Confer sessions between the Teamsters and the University have been held over a several month period in an effort to reach a new agreement. These sessions have resulted in a few proposed changes to the terms of the Existing MOA. None of the proposed changes are substantial. A short description of the changes is specifically set forth below. The term of the new proposed Memorandum of Agreement would be for slightly more than one year, running from February 5, 2016 through June 30, 2017.

Additional proposed changes include the following:

o Page 12, Section 15. VACANCY POSTING PROCEDURE – Added new language clarifying when the University will award, post, and fill a position that it anticipates might be delayed.

o Page 14, Section 20. COMPENSATORY TIME— Added new language clarifying the minimum staffing requirements on a shift.

o Page 16, Section 25, VACATION LEAVE – Added new language making this section consistent with the minimum staffing requirements of Section 20, and added language requiring notification of a vacation request to be made within 5 business days of the request.

o Page 20, Section 28. FAMILY AND MEDICAL LEAVE – Added clarification that employees' sick and/or vacation time does not have to be used during Family and Medical Leave.

o Page 23, Section 34. UNIFORMS – Added language clarifying uniforms that shall be issued to bicycle patrol officers.

o Page 25, Section 39. TRAINING AND CERTIFICATION – Added language giving employees doing field training for new hires an additional $1.50 per hour for each hour of such training. In addition, added language to increase the amount of supplemental pay from $25.00 per month to $50.00 per month for bike patrol officers that perform a minimum of 60 hours of bike patrol.

o Page 27, Section 40. TERM – Term of contract changed.

o Made appropriate adjustments to Table of Contents, Index and Title of University's signatory.

MEMORANDUM OF AGREEMENT BETWEEN

MISSOURI STATE UNIVERSITY

and

TEAMSTERS

LOCAL UNION NO. 245

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MEMORANDUM OF AGREEMENT

The following represents agreements between MISSOURI STATE UNIVERSITY, Springfield, Missouri, hereinafter called the "University", and TEAMSTERS, LOCAL UNION 245, an affiliate of the International Brotherhood of Teamsters, herein called the "Union".

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

2. **RECOGNITION.** The University recognizes the Union as the exclusive bargaining representative for all full-time and regular, part-time, as defined in the University's Employee Handbook, Public Safety Officers and Radio Communication Officers/Dispatchers employed in the Safety and Transportation Department at Missouri State University campus at 901 South National, Springfield, Missouri; excluded are the Department Director, Department Assistant Director, Supervisors, and all other employees.

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(a)   Recognition shall not preclude any employee from bringing matters of personal concern to the attention of appropriate officials of the University in accordance with applicable rule, regulation or established policy, provided, however, that where applicable, this Memorandum and any further Memorandums adopted by the Board of Governors shall govern. The University further agrees not to negotiate or enter into any agreement with its employees covered hereby, individually or collectively, which in any way conflicts with the terms of the Agreement.

(b)   The parties recognize that the Union may present proposals to the University relative to wages and other conditions of employment of the employees within the bargaining unit. The University undertakes to meet, confer and discuss such proposals with the Union, and upon completion of discussions, the results shall be reduced to writing and be presented to the administrative, legislative or other governing body in the form of an ordinance, resolution, bill or other form required for adoption, modification or rejection. Such discussions and meetings shall not be construed to extend to such areas of discretion and policy as the mission of the University, its organization, or the technology of performing its work may require.

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

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

(b)   Direct the work force, including the right to hire, suspend, discharge, assign, layoff, transfer, promote, and to maintain discipline and efficiency of its employees;

(c)   Hire temporary employees to work full-time for the University with the understanding that their employment will be terminated upon completion of a specific assignment, or upon completion of no more than 1,000 hours of employment in a one-year employment period. Such temporary employees shall not be used to replace full-time or regular part-time jobs on a permanent basis. The University agrees that when temporary jobs can be combined to create regular part-time or full-time jobs that it will make an effort to do so;

(d)   Assign work to outside contractors;

(e)   Relieve employees from duty because of lack of work or for other legitimate reasons;

(f)   Schedule and reschedule work, hours, and work assignments;

(g)   Assign employees to particular pieces of equipment or jobs;

(h)   Require its employees to wear uniforms;

(i)   Determine the work done and the manner in which it shall be done by its employees;

(j)   Determine the number of employees it shall employ in any classification, at any time;

(k)   Determine the extent of the University's operations; introduce new or improved methods, equipment, or facilities which change existing methods, equipment, or facilities;

(l)   Determine the scheduling of operations, and the method of training employees;

(m)   Eliminate, change or consolidate jobs, job classifications, job descriptions, and operations, and post or assign jobs accordingly;

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(n)   Establish, modify and enforce work, conduct, disciplinary, health and safety rules, standards and evaluation procedures;

(o)   Maintain, cancel, modify, amend, restrict or expand any existing benefit, program, policy, practice or procedure not specifically controlled by the language of this Memorandum.

    4. INCORPORATION OF OTHER UNIVERSITY ACTIONS. The *Employee Handbook* applies and is incorporated by reference except for any differences noted below as agreed to by the parties.   The University reserves the right to change its policies contained in the *Employee Handbook* as specified in the Notice provision on page viii of the *Employee Handbook* to the extent that such change does not contradict this Memorandum of Agreement.

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

    6. CHECK-OFF. Upon written authorization from an employee who is a bona fide member in good standing in Teamsters Local 245, the University will deduct from such employee's earnings monthly Union dues and death assessments as set by the Union. The written authorization shall be on a form or forms mutually agreed upon and shall be fully filled out and properly executed by the employee prior to delivery to the University. No dues will be deducted which would reduce the employees' pay below the minimum wage. The Union shall inform the University of any Union

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member who has authorized deductions and who later becomes disqualified for deductions by failure to maintain Union membership in good standing or other reason.

The Union agrees to indemnify and hold the University harmless against any and all liabilities including, but not limited to, such items as: wages, damages, awards, fines, court costs and attorney fees which may arise by reason of, or result from, the operation of this paragraph 6, for which the Union is responsible.

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

7. VOTING TIME. Employees covered under this Agreement who are eligible to vote in any local, state or national election in the State of Missouri will normally be able to vote before or after work. In accordance with Section 115.639 of the Missouri Revised Statutes, an employee who does not have three (3) successive hours between the opening and closing of the polls on election day when he/she is not scheduled to work will be excused from work with pay up to, but not exceeding, three (3) consecutive hours between the time of opening and time of closing the polls for the purpose of voting. If the employee plans to take time off for voting, arrangements must be made with the supervisor prior to election day, and the University may specify any three hours between the time of opening and closing of the polls during which the employee may be absent to vote.

8. FEDERAL, STATE LAW OR COURT DECISION. Should any Federal or State Law be enacted affecting the hours, wages, or other matters covered by this Agreement and requiring change therein, the parties shall thereupon meet and negotiate regarding substitute provisions in conformity with applicable laws. Should any provision of this Agreement be declared

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illegal by any court of competent jurisdiction, such provision(s) shall immediately become null and void, leaving the remainder of the Agreement in full force and effect, and the parties shall thereupon meet and negotiate regarding substitute provisions in conformity with applicable laws.

9. NON-DISCRIMINATION POLICY. In accordance with federal law and applicable Missouri Statutes, the University and the Union agree that there will be no discrimination in the application of this Agreement on the basis of race, color, national origin, religion, sex, ancestry, age, disability, or veteran status in employment or in any program or activity offered or sponsored by the University. In addition, the University and Union agree not to discriminate on any basis (including, but not limited to, political affiliation and sexual orientation) not related to the applicable educational requirements for students or the applicable job requirements for employees. (a) In the event that an employee brings a complaint of discrimination based on any of the above, it shall be the right of the complainant to utilize the grievance procedure delineated in this Memorandum or to utilize the equal opportunity complaint procedure published in the Affirmative Action Plan.

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

STEP 1. Any employee, as defined in paragraph 2, who believes himself or herself to have a grievance shall, together with a Union Steward, take the matter up orally with his or her immediate supervisor within five (5) working days after the occurrence of the event giving rise to the

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complaint, or notice of same comes to the attention of the employee, whichever is later, and try to resolve the matter. The supervisor shall have five (5) working days thereafter to give the employee an answer.

STEP 2. If the matter is not satisfactorily resolved as provided for in Step 1 above, the employee, together with the Union Steward, shall reduce the grievance to writing, stating the facts giving rise to the grievance, the known provisions of the Agreement, policy, practice or law that has been allegedly violated, the relief sought, and then sign and date the grievance and present it to the Department Head within five (5) working days of the answer provided by the Supervisor in Step 1 above. The employee, Steward, and Department Head shall then meet within five (5) working days of the presentation of the written grievance. The Department Head shall have five (5) working days to give an answer which shall also be reduced to writing.

STEP 3. If the matter is not satisfactorily resolved under the provisions of Step 2 above, the employee or the Union shall, within ten (10) working days after termination of the period set forth in Step 2, deliver a copy of the written grievance to the Office of Human Resources. Within ten (10) working days after receipt, or such time as may be agreed upon in writing by the Director of Human Resources and the Union, the Vice President for Administrative & Information Services, or his or her designated representative, and the designated representative of the Union shall meet and try to resolve the matter. Both sides shall be allowed any necessary witnesses with knowledge of the events surrounding the grievance. Advanced notice of such witnesses shall be provided to the other party prior to meeting. The Vice President or designee shall have five (5) working days thereafter to give his or her answer in writing to the Union.

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

(a) The parties may agree upon an arbitrator and, in the event they do not agree, the Federal Mediation and Conciliation Service shall be asked by joint request of the University and the Union to submit a panel of seven (7) from which the arbitrator will be selected by alternate strike-offs, the first strike-off to be determined by the party requesting advisory arbitration. The University will not refuse to participate in a request for panel. Either party may unilaterally reject one (1) panel, after which the parties will request another panel.

(b) Only those issues relating to the specific grievance or action will be submitted to the arbitrator. The arbitrator's jurisdiction to make an award will be limited by the submission agreed to by the parties, and he or she shall have no authority to pass upon the exercise of any rights of the parties not covered by the stipulation. However, if no stipulated agreement is reached between the parties, the arbitrator may frame the issue based on the parties proposed issues.

(c) The arbitrator's award on any matter within his or her jurisdiction shall be advisory only and shall be subject to specific acceptance or rejection by the Board of Governors.

(d) The cost of the arbitrator's fee plus reasonable and necessary expenses shall be borne equally by both sides. Each party shall bear its own costs of arbitration.

(e) No employee shall be permitted to request arbitration without the written consent of the Union.

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

(a)   Failure of the Union or the employee to take action within the time limits set forth above shall result in the matter being dropped.

(b)   Failure of the University or its representative to take action within the time limits set forth above shall result in the matter being automatically passed to the next step of the grievance at any step.

(c)   The Union may abandon a grievance at any step.

(d)   Time limits at all steps may be extended by mutual agreement in writing. In computing time, only working days shall be included, and Saturdays, Sundays, and holidays shall be excluded.

(e)   The Union may directly initiate a grievance by doing so in writing as provided for in Step 2 above.

(f)   The parties may waive any step of the above grievance procedure by mutual agreement immediately going to the next step.

(g)   The University and the Union will not tolerate any form of retaliation against employees availing themselves of this procedure. The procedure should not be construed, however, as preventing, limiting, or delaying the University from taking disciplinary action against any individual, up to and including termination, in circumstances where the University deems disciplinary action appropriate.

12. APPEAL TO BOARD OF GOVERNORS. It is provided further that the Union may appeal the decision of the Vice President or designee directly to the Board of Governors rather than

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take the matter to arbitration. In the event that the Union appeals the matter to the Board of Governors, the decision of the Board of Governors shall be final. Both parties may submit written summaries of their positions to the Board of Governors. The Board of Governors may, in its discretion, take additional evidence in regard to the particular grievance appealed directly to it.

13. SENIORITY. Seniority shall be defined as length of uninterrupted service. For the purposes of seniority within this department, there shall be two classifications: Public Safety Officers and Radio Communication Officer/Dispatcher. Where qualifications are relatively equal in the University's judgment, within the classification, seniority shall govern in shift selection and job bidding. Classification seniority shall also govern in layoffs, vacation selection, holidays, overtime, and recalls. Employees who leave a classification and who subsequently return to that same classification shall be credited with all cumulative time in such classification. Employees who are laid off in one classification may bump a junior employee in the other classification provided they have previously held a job in such classification. It is understood that before regular employees are laid off, all temporary or contracted employees will be laid off.

When two (2) or more employees have the same employment starting date, the order of seniority placement under this memorandum shall be determined by: a) date of the earliest employment application in the Office of Human Resources files; and b) if the dates of employment application are the same, by lot.

Seniority shall be terminated if an employee quits, is discharged, retires, fails to return from layoff within ten (10) working days of written receipt of such recall notice, failure to return from a leave of absence without authorized extension, or is laid off for a period of two (2) years.

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When an employee transfers to Safety and Transportation from another department, University seniority shall be maintained for amounts of vacation, sick leave and retirement purposes. For all other purposes, the transferring employee shall establish department seniority at the bottom of such department's seniority list (layoff, recall, job bidding, vacation selection, etc.).

The University shall provide the Union with a copy of the seniority list for employees in the Safety & Transportation Department every six (6) months, and will notify the Union of additions or deletions to such list as they occur along with the address of such added employees.

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

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

However, said successful bidder may be allowed to exercise his or her bidding rights prior to the conclusion of the six (6) months time period with the approval of the Director of

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Human Resources. This shall not preclude temporary assignments or transfers pending the filling of the vacancy.

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

When filling of a full-time position is authorized, such job will be posted for internal applications on the University bulletin boards for a period of five (5) calendar days. Any bargaining unit employee may apply to the Office of Human Resources during the posting period for such job. Such employee will be given consideration for the job in accordance with the provisions in Sections 3, 5, 13 and 14 of this Agreement. If the vacancy is filled from within the classification, such job shall be awarded and filled within fifteen (15) working days (excluding weekends, holidays, or other times that the University is closed). Such fifteen (15) days shall be extended if the result would cause a temporary transfer of a more senior employee. Such job, if awarded outside of the classification but within the department, shall be awarded within the fifteen (15) working days (excluding weekends, holidays, or other times the University is closed) and actually filled when the bidding employee's replacement is hired. It is understood that dispatchers bidding to public safety officer shall be required to complete the University Training Academy before the filling of the vacancy is considered complete. The University will offer academies as needed, but job training must begin within six (6) months after a job is initially posted. If the bidding employee doesn't successfully meet the requirements of the new job and training, he/she shall be returned to their former classification with no loss of seniority. If the University has advance knowledge of a job position that will be coming available that is beyond the fifteen (15) working day award and filling period, it may post such opening for bid. The job shall still be awarded within the fifteen (15)

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working day period, but the actual filling may be delayed. If this occurs, the posted bid shall contain the specific date that such job would be filled.

After a job is awarded, all subsequent vacancies created by the filling of the initial vacancy will be posted in like manner. If the vacancy cannot be filled internally, the vacancy will be posted externally in accordance with the University's hiring procedures. Vacant jobs during the posting and awarding period may be filled by temporary assignments or transfers. Employees working on such transferred job shall not be forced on the job beyond the posting and awarding period.

16. **CHANGE OF START TIMES.** Except in case of an emergency, employees shall not be required to change starting times once their workweek has begun, nor shall they have more than one (1) regular starting time in a workweek. The University may change starting times of a job without reposting it, if the change does not exceed one (1) hour. Changes in starting times of more than one (1) hour on a permanent basis shall be considered a change of shifts and require a job posting.

17. **PERFORMING WORK OUTSIDE OF CLASSIFICATION.** When an employee fills in for a higher classification employee (i.e., dispatcher to dispatch supervisor, or public safety officer to public safety officer supervisor) for one (1) hour or more, he/she shall receive pay for such hours at the same rate he/she would receive if promoted to the position. Employees working in a lower pay grade job on a temporary basis shall continue to receive their regular rate of pay from their classification.

18. **LUNCH AND REST BREAKS.** Employees shall take a thirty (30) minute lunch period. Except in cases of an emergency, employees will be provided with two rest periods of fifteen (15) minutes during each day. Rest periods must be approved by the supervisor. Public

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Safety Officers who get an emergency call during their lunch or break shall respond to the emergency call, and then finish their lunch or break. A Public Safety Officer shall relieve the Radio Communications Officer/Dispatcher for their lunch and breaks.

19. **OVERTIME COMPENSATION.** Employees in the bargaining unit will be entitled to overtime at time and one-half the straight hourly rate after forty (40) hours in the employee's work week and on their days off. However, if an employee is required to work more than two (2) consecutive eight-hour shifts in any workweek, the employee will be entitled to overtime for all hours worked over eight (8) per day in that workweek.

20. **COMPENSATORY TIME.** When employees in the bargaining unit work more than forty (40) hours in the employee's work week, the hours over forty (40) hours are automatically paid at straight time and the additional half (1/2) time will be banked as compensatory time. If requested the additional half (1/2) time that is banked as compensatory time shall be paid out in the following month it is earned. Note: University shall correct payroll errors as soon as possible. Any such compensatory time off shall be taken during the twelve (12) months immediately following the monthly pay period it is earned and in no case may accumulated compensatory time exceed 240 hours. An employee who has accrued compensatory time off shall, upon termination of employment, be paid for the unused compensatory time at a rate of compensation not less than: (1) the average regular rate received by such employee during the last three (3) years of the employee's employment; or (2) the final regular rate received by such employee, whichever is higher. An employee who has accrued compensatory time off shall be permitted to use such time within the period stated above, if the use of such compensatory time off does not reduce staff below the minimum requirements of the Department (two (2) Public Safety Officers and one (1) Dispatcher

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for each shift during the summer, and three (3) Public Safety Officers and one (1) Dispatcher for each shift during the fall and spring semesters of school). This minimum staffing requirement is in addition to either a supervisor or acting supervisor working on each shift. Based on exceptional circumstances, the department director, assistant director, or patrol lieutenant may temporarily waive the minimum staffing requirements. An employee may, at the discretion of the University, be paid for accrued compensatory time off, at a time other than termination. If so, such compensation shall be paid at the regular rate earned by the employee at the time the employee receives such payment.

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

21. HOURS OF WORK. The regular workweek shall consist of five (5) consecutive, eight (8) hour days. All full-time employees shall be guaranteed forty (40) hours of work each regular workweek, and eight (8) hours for each day of the workweek. Any employee laid off shall be given a two (2) week (ten (10) working days) notice prior to any such layoff.

22. CALL OUT PROVISION. Employees who are called to work outside of their normal shift shall be paid, at the applicable overtime rate, a minimum of four (4) hours work or pay. Call out provisions do not apply where an employee is requested to work before the start of their scheduled work shift and works into his or her regular schedule or immediately following their regular work shift.

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23. SHIFT DIFFERENTIAL. Second shift employees will receive a differential of thirty cents (.30¢) per hour over the regular straight time rate, and third shift employees will receive a differential of sixty cents (.60¢) per hour over the regular straight time rate for the work during their respective shifts after the completion of the initial training academy. Such differential will be included on all vacation, holiday, jury duty, funeral leave, or other paid time off that the employee receives. Employees shall also receive differential pay for training time provided they normally receive such differential pay. An employee that regularly gets a shift differential shall continue to receive such differential if he/she works a shift that does not have a differential, or has a lower differential. Furthermore, officers temporarily working a shift with a higher differential than their normal shift, shall receive the higher differential for any hours they work on that shift.

24. PAYCHECKS. Employees will normally have their pay disbursed on the last banking day of the month. Employees will have their pay deposited directly to a financial institution of their choice. Available on the University's web site, www.mymissouristate.edu, employees have access to a statement of their payroll check, deductions, and a year-to-date total of income and deductions.

25. VACATION LEAVE. All employees covered under this Agreement with less than five (5) years of service shall accrue vacation leave at the rate of 6.67 hours per month. Employees with five (5) years of service shall accrue vacation leave at the rate of 10 hours per month. Employees with ten (10) years of service shall accrue vacation leave at the rate of 13.34 hours per month.

    (a) Vacation leave is granted at the convenience of the University per request of the employee subject to approval of the immediate supervisor or designee. Vacation leave will be granted only after it has been earned.

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(b) Vacation shall first be offered by seniority by shift within the classification so long as minimum staffing needs are maintained. After being offered by seniority, further scheduling will be on a first-come basis, subject to the minimum staffing requirements. In addition, so long as the University hires outside staffing for basketball game dates, employees may schedule vacations to occur during these times (subject to minimum staffing). All regularly scheduled staffing is needed to work during football game dates. No vacation leave will be granted on those dates for employees scheduled to work their normal shift. Minimum staffing is three (3) per shift during the fall and spring semesters, and two (2) per shift during the summer semester. This minimum staffing requirement is in addition to either a supervisor or acting supervisor working on each shift.

(c) Employees may split vacations and, by mutual consent, vacations may be carried forward and taken in the next succeeding year. Employees can continue to accrue vacation above their maximum accumulation of two times their annual accrual rate, however, any vacation days over the maximum accumulation of two times the annual allowance is lost at the end of the fiscal year in which the maximum accumulation has been reached.

(d) An employee separated from the University for any reason shall be entitled to payment for earned, unused vacation leave.

(e) If a holiday observed by the University occurs during the period of an employee's vacation, he or she shall be granted an additional day of vacation.

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(f) Employees shall fill out departmental vacation request forms and submit to the Department Head by March 1 of each year. After being offered (to all employees) by classification in the Department, the vacation schedule shall be posted by April 1 of each year. All subsequent vacation scheduling shall be posted as it occurs.

(g) The University shall notify the employees within five (5) business days of their request.

26. HOLIDAYS. The following holidays are observed by the University and all employees (except those engaged in continuous operations such as Safety and Transportation) and shall be excused from duty when such holidays are observed between July 1 and June 30 of each fiscal year:

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

(a) All employees required to work on any of the above observed holidays because of their work assignment shall receive time and one-half in addition to their regular day's pay for the holiday. Each year, additional paid days off may be designated by the University President. These days are referred to as "extra given days". The "extra given days" are observed as designated on the University calendar at www.missouristate.edu. If a "given" day falls on Martin Luther King Jr. Day or Presidents' Day, it will be treated as a holiday for purposes of this agreement for pay. If not a "given" day, neither will be treated as a holiday.

These days are granted at the discretion of the University President and are subject to change. All employees required to work on an "extra given day" will be paid at their regular straight-time rate for hours worked in addition to their regular day's pay for the extra given

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day. Only the seven (7) holidays listed above or Martin Luther King Jr. Day and/or Presidents' Day, if granted, will be counted as "hours worked" toward 40 hours for the purpose of overtime payment.

Unworked holidays or extra given days will be paid at straight-time rates. If a holiday falls on a Sunday, it shall be celebrated on Monday; if a holiday falls on a Saturday, it shall be celebrated on Friday.

If a University recognized holiday falls on an employee's normal work day, he/she may be granted the day off, based upon seniority, and subject to minimum staffing requirements.

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

(a)   Sick leave shall accrue at the rate of one day per month. It shall accumulate and be carried forward from one year to the next.

(b)   Employees off work for a period of injury covered by Workers' Compensation benefits shall be allowed to use their accumulated sick leave to supplement their Workers' Compensation benefits to the extent of their regular forty (40) hour week. Such supplemental pay shall be deducted from the employee's hours of accumulated sick leave.

(c)   Sick leave shall be granted to employees when they are unable to perform their duties due to sickness or injury. All absences shall be reported by the Department Head on the employee time sheet. The supervisor may require an employee to produce a physician's statement explaining the nature of his or her illness if the employee misses more than two (2) consecutive days or if a pattern of absences is established.

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(d)   Upon retirement from service at the University, employees will be paid for forty percent (40%) of any unused sick leave accrued to the date of their retirement, but not to exceed 48 days. Payment shall be at the employee's regular straight time rate of pay.

(e)   The University has the right to require evidence of illness or injury of those employees suspected of abusing sick leave at any time. If a supervisor has reasonable cause to believe that an employee is abusing the sick leave privilege, he or she will issue a written warning. Upon the next such occasion within a two (2) year period, the employee will be subject to further disciplinary action.

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

(g)   In regards to non-employment related injuries and/or illness, the University may allow members to return to work with temporary work/physical limitations as described in medical evaluations pursuant to current University procedures applicable to other employees of the University that take into account the essential functions of the position to which the member is returning and his/her ability to perform those functions.

   28.   **FAMILY AND MEDICAL LEAVE.** An employee will be granted Family and Medical Leave under the same policy and provisions and as amended from time to time as is applicable for other employees. Employees may, but will not be required to, use sick or vacation time prior to or during FMLA.

   29.   **MILITARY LEAVE.** An employee entering any branch of the military services of the

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United States, whether voluntarily or by induction, shall be carried on leave without pay status for the required period of active military service, and ninety (90) days beyond. Upon notice of intent to return to University employment, he or she shall produce evidence of their release from military service. The term military service includes service in the Army, Navy, Air Force, Marine Corps, Coast Guard, and United States Public Health Service, as well as auxiliary branches of these services in which either men or women serve, but shall not include service as civilian employees of any of the services.

Employees who are members of the National Guard or any branch of the military reserves of the United States, and who are ordered to training duties, shall be allowed a leave of absence without loss of time, pay, regular leave, impairment of efficiency rating, or of any other rights or benefits, for a period not to exceed a total of one hundred twenty (120) hours in any Federal fiscal year for attending such training sessions, and only those hours when the employee would otherwise be required to work had it not been for such military leave will be counted toward the 120 hour limit in accordance with Section 105.270 of the Revised Statutes of Missouri. Employees should make every effort to give notice of impending military service as far in advance as is reasonable under the circumstances. Copies of official orders must be furnished to support request for such leave. If reservists or members of the National Guard are called to active duty, they will have rehire and other benefits as prescribed by federal law in Uniformed Service Employment and Reemployment Rights Act of 1994 (USERRA).

30. LEAVE WITHOUT PAY. Employees may be granted leave without pay in accordance with University policy and provisions, and as amended from time to time as is applicable for other employees.

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

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

32. JURY DUTY LEAVE. Employees shall be granted leave with pay when required to be absent for duty to serve on a jury or when subpoenaed to serve as a witness in a court of law. However, any compensation received for jury duty or from witness fees shall be turned in to the Office of Human Resources to compensate the University for any time the employee would normally have been working. The employee must record jury duty on their time sheet and provide a copy of the summons or subpoena to the Office of Human Resources. Paid court leave is not available to an employee when the employee is the named plaintiff or defendant.

33. IMMUNIZATIONS. Due to the continuous public exposure of Public Safety Department employees, the University will offer all bargaining unit employees who choose to receive them, Hepatitis A and B and Tetanus immunizations, from the Taylor Health and Wellness Center at the Department's expense. In addition, testing for tuberculosis and HIV shall be provided at the Department's expense for bargaining unit employees of the Department. In the event of a meningitis outbreak on campus, bargaining unit employees in contact with an infected individual

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will be offered a meningitis vaccination from the Taylor Health and Wellness Center at the Department's expense. In case of a major outbreak, officers may be required to receive immunizations.

34. UNIFORMS. Employees are required to wear uniforms provided by the University. For Public Safety Officers, the University shall issue five (5) sets of uniforms that shall consist of shirts and pants, one (1) jacket, one (1) cap, and one (1) belt. Winter caps and a parka-type coat or coveralls shall be provided during the winter months. Raincoats shall be provided. Uniforms shall be replaced on an as-needed basis. In addition, the University will provide nametags, badges, and whistles for Public Safety employees. Dispatchers shall be provided five (5) polo-type shirts with pockets and khaki pants. Public Safety Officers (PSO) that perform bicycle patrol as a part of their duties shall be issued adequate uniforms as approved by the University. This includes a bicycle helmet, bicycle gloves, Velcro safety band, reflective jacket, bicycle uniform shirts, bicycle uniform shorts and pants. The University shall issue the uniforms to adequately outfit the usage by the PSO.

35. RETIREMENT SYSTEM (MOSERS). All employees covered under this Agreement are covered by the provisions of the Missouri State Employees' Retirement System, unless otherwise required by law. Beneficiaries of employees who die while in the service of the University shall be advised by the Office of Human Resources of any retirement or other benefits to which they are entitled. The separation date shall be the date of death. All employees of the University are covered by the Federal Social Security Program.

36. UNION REPRESENTATION. The University recognizes the right of the Union to designate Job Stewards and Alternates from the Bargaining Unit. The Union shall provide the University with a list in writing of the names of all Stewards and Alternates, including their areas of

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responsibility. Employees shall have the right to have a Steward present in any disciplinary meeting or grievance discussion meeting.

Stewards have the job to investigate grievances and perform other Steward functions that will need, at times, to be performed on their regular shift on University time. The Union agrees to not abuse this privilege, and the Department Director agrees not to deny this privilege.

Employees shall receive copies of all reprimands, warning letters, or other discipline issued. The Union shall be forwarded a copy of all such discipline by the Office of Human Resources.

The Union shall be allowed up to thirty (30) minutes to meet with new officers at the conclusion of their probationary period. In addition, twice per year, the Union shall be allowed fifteen (15) minutes to meet with officers and dispatchers during their regular shifts.

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

38. SAFETY. The University agrees that Public Safety Officers shall be provided equipment and training as determined necessary and appropriate by the University, such will include chemical or pepper-based defense spray, handcuffs or similar restraints. The University will purchase protective vests for Public Safety officers who request them. Employees who request and are provided such vests are required to wear the vests when on duty for the University. The use of force, including deadly force, by Public Safety officers, is governed by chapter 563 of the Revised Statutes of Missouri, R.S.Mo., *et seq*.

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All employees of the Department will have access to the current Policies and Procedures Manual of the Safety and Transportation Department.

Pursuant to, and in conjunction with, the State Legal Expense Fund, Section 105.711, R.S.Mo., *et seq.,* it is the policy of the University to provide legal defense of any claim covered by Sections 105.711 to 105.726, regarding conduct of any officer or employee of the University arising out of, and performed in connection with, his or her official duties on behalf of the University. When questions arise as to whether the conduct in question would be covered by Sections 105.711 to 105.726, the University may consult and obtain the advice of the Attorney General of the State of Missouri. The University may also proceed with a defense under a reservation of rights, under which the officer or full-time or part-time employee may subsequently become liable and responsible for the expense of such defense upon a finding that the conduct was not or would not have been covered by Sections 105.711 to 105.726.

39. TRAINING & CERTIFICATION. Job training is an essential element of becoming and continuing as a Public Safety employee. The University will provide on the job training at no cost to the employee and on paid time. Such training shall be done through the academy, certification and recertification classes and actual on the job training. There are compliance courses for which an employee's attendance is required in order for the University to meet legal mandates (example: HIPAA, FERPA, CPR/AED, HazMat). The requirement to attend such training may be directed either by the University or the Safety & Transportation Department.

It shall be the University's responsibility to track and communicate training needs for individual employees and to provide such paid training time, materials, and equipment to such

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employees. Upon notice, employees shall have the responsibility to complete such training in the specified time required. Failure to complete such training may result in disciplinary action.

The University retains the right to give training to employees that they select who in turn will prepare lesson plans and provide training to the other employees in order to not disadvantage more senior employees with regard to work opportunities, overtime, or bidding opportunities within an employee's classification. Employees doing field training for new hires or employee retraining shall be paid an additional $1.50 per hour for each hour of such training.

The University recognizes the attainment of professional certification as an Emergency Medical Technician (EMT) or Paramedic, by any full-time regular employee in the job classification of Public Safety Officer or Radio Communications Officer (as defined in Job Descriptions http://www.missouristate.edu/human/jobdescriptions/). In support of this recognized certification, the University will increase the hourly base salary by $.15 per hour for any Public Safety Officer or Radio Communications Officer presenting documentation of certification for either of these professional standards. If both certifications are obtained, the employee may be granted $.15 per hour for each one, for a total of $.30 per hour. The University will not cover fees for any training or certification expenses, or for any other charges incurred by the employee. This certification increase is an increase to the base salary of the certified employee resulting in a new base salary of the certified employee resulting in a new base salary and is not an extra stipend paid on top of base salary.

Employee's employed before May, 2004 or who have or obtain a medical restriction shall not be required to complete bicycle training. Certified bike patrol officers will receive a $50.00 per month supplemental pay for each month that they perform a minimum of 60 hours of bike patrol.

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40. TERM.   This Memorandum is effective as of 12:01 a.m. February 5, 2016, and shall continue in full force and effect until June 30, 2017, and from year to year thereafter unless written notice is given by either of the parties to the other of a desire to terminate or modify the Memorandum of Agreement sixty (60) days prior to June 30, 2017, or any annual anniversary date thereafter.

The Union and the University agree that this Memorandum is intended to cover all matters affecting wages, hours and other terms and conditions of employment and similar or related subjects, and that during the term of this Memorandum, the University and the Union will meet and confer if there are proposed changes in wages, hours or terms and conditions of employment. If no modification is approved by the Board of Governors, following meet and confer discussions, the terms of the Memorandum will remain in effect, unless otherwise required by law. The University shall not be bound by any past practice or understanding with employees unless such past practice or understanding has been specifically stated in this Memorandum or the *Employee Handbook*.

However, and notwithstanding any other provision of this Memorandum, the parties recognize that as a state institution receiving state appropriations and other public funds, the University may not be committed or bound regarding matters subject to variances in such appropriation and funds.

Date: ~~June 30, 2013~~   _____
                                                       Clifton M. Smart III, President
                                                       Missouri State University

                                                       _____
                                                       Jim Kabell, Business Manager
                                                       Teamsters Local Union 245

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MEMORANDUM OF AGREEMENT
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III.E.1.

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

RANKED FACULTY APPOINTMENT:

Name	Position-Department	Salary	Effective
W. Anson Elliott	Interim Director Agriculture (50% FTE)	$60,711 annually	01/01/16 01/31/16
Shannon M. Hauschildt	Assistant Professor Physician Assistant Studies 12-month appointment	$75,000 annually	01/01/16
Deidre L. Argyle	Assistant Professor Art & Design	$50,000 annually	01/04/16
Nichole L. Busdieker-Jesse	Assistant Professor Agriculture	$58,000 annually	01/04/16
Phillip Lancaster	Assistant Professor Agriculture	$63,000 annually	01/04/16
Sarah Lancaster	Assistant Professor Agriculture	$63,000 annually	01/04/16
Stephen Mueller	Department Head Professor with Tenure Management	$140,000 annually	06/01/16
Joshua M. Davis	Department Head Professor with Tenure Computer Information Systems	$140,000 annually	07/01/16
Bernard M. Kitheka	Assistant Professor Kinesiology	$53,000 annually	08/15/16
Ruth V. Walker	Assistant Professor Psychology	$53,000 annually	08/15/16

UNRANKED FACULTY APPOINTMENTS (Term):

Name	Position-Department	Salary	Effective
Jana M. Phillips	Instructor	$22,926	01/04/16
	Finance & General Business	semester	05/13/16
Vanessa L. McConnell	Clinical Assistant Professor	$29,000	01/04/16
	Nursing	semester	05/13/16
Tara J. Stulce	Clinical Instructor	$20,000	01/04/16
	Biomedical Sciences	semester	05/13/16

(See Addendum A for Per Course Faculty Appointments)

(See Addendum B for Supplemental Payments)

(See Addendum C for Graduate Teaching Assistant Appointments)

RESIGNATIONS:

Name	Position-Department	Effective
Amy Watson	Assistant Professor	05/13/16
	Marketing	

RETIREMENTS:

Name	Position-Department	Effective
Mary F. Baumlin	Professor	11/30/15
	English	
Andrew W. Lewis	Professor	12/11/15
	History	
Joretta L. Wilcox	Clinical Instructor	12/11/15
	Childhood Ed. & Family Studies	
Johnny Washington	Professor	12/31/15
	Philosophy	
W. Anson Elliott	Department Head	12/31/15
	Professor	
	Agriculture	

Nancy M. Dion	Assistant Professor Physician Assistant Studies (12-month appointment)	01/31/16
Keith Denton	Professor Management	05/13/16
Mary Harges	Professor Modern & Classical Languages	05/13/16
Julie A. Johnson	Associate Professor Modern & Classical Languages	05/13/16
Kathryn L. Hope	Department Head Professor Nursing	06/30/16

LEAVE WITH PAY:

Name	Position-Department	Effective
Holly Baggett	Professor History	01/11/16 05/13/16
Yili Shi	Professor English	01/11/16 05/13/16

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.

Michael A. Hignite	Professor, Computer Information Systems Spring 2016 Reestablish research agenda after having served a year as department head.

Edwin M. Carawan
Professor, Modern & Classical Languages
Spring 2017
"Constitutionalism and the Ancient Democracy at Athens: Developing Procedures and Ideology behind Judicial Review of Legislation."

David M. Mitchell
Professor, Economics
Spring 2017
Continue research on the ways that new technologies have transformed the music industry.

CHANGE OF STATUS:

Name	Position-Department		Action	Effective
Mary F. Baumlin	From:	Professor English	Change of	12/01/15
	To:	Faculty Emeritus English	Status	
Donna Breault	From:	Department Head Childhood Ed. & Family Studies (12-month appointment)	Change of Status	12/14/15
	To:	Professor College of Education (12-month appointment)		
W. Anson Elliott	From:	Department Head Professor Agriculture	Change of Status	01/01/16
	To:	Faculty Emeritus Agriculture		
John Havel	From:	Professor Biology	Change of	01/01/16
	To:	Faculty Emeritus Biology	Status	

Michael A. Hignite	From:	Interim Department Head Computer Information Systems Professor Computer Information Systems $97,586 annually ($2,000 monthly supplemental)	Change of Status & Salary Adjustment	01/01/16
	To:	Professor Computer Information Systems $115,000 annually		
Randall S. Sexton	From:	Professor Computer Information Systems $115,811 annually	Change of Status	01/01/16 06/30/16
	To:	Interim Department Head Computer Information Systems Professor Computer Information Systems $115,881 annually ($2,000 monthly supplemental)		
Roberta Aram		Professor Childhood Ed. & Family Studies	Change of Status	01/04/16
	From:	$70,987 annually (100% FTE)		
	To:	$53,240 annually (75% FTE)		
Lisa C. Hall	From:	Assistant Professor Sociology/Anthropology $54,805 annually	Change in Department	01/04/16
	To:	Assistant Professor Psychology $55,790 annually		
Keith Denton	From:	Professor Management	Change of Status	08/01/16
	To:	Faculty Emeritus Management		

Christopher Ellis	From:	Instructor Marketing	Change in	08/01/16
	To:	Instructor Computer Information Systems	Department	
Mary Harges	From:	Professor Modern & Classical Languages	Change of	08/01/16
	To:	Faculty Emeritus Modern & Classical Languages	Status	
Julie A. Johnson	From:	Associate Professor Modern & Classical Languages	Change of	08/01/16
	To:	Faculty Emeritus Modern & Classical Languages	Status	
Corinne Karuppan	From:	Professor Management	Change in	08/01/16
	To:	Professor Marketing	Department	
Patrick Sells	From:	Instructor Marketing	Change in	08/01/16
	To:	Instructor Computer Information Systems	Department	
Dane Peterson	From:	Professor Marketing	Change in	08/01/16
	To:	Professor Computer Information Systems	Department	

Vote: _____Yea
      _____Nay

COMMENTS:

<u>**Shannon M. Hauschildt, Assistant Professor, Physician Assistant Studies**</u>

M.S.	Missouri State University, 2003
B.S.	Winona State University, 1996

Experience: 2014 – present, Certified Physician Assistant, Citizens Memorial Hospital, Bolivar, Missouri; 2007 – 2014, Certified Physician Assistant, Mercy Orthopedic Specialists, Springfield, Missouri; 2009 – 2014, Medical Informatics Support/Educator, Mercy Health System, Springfield, Missouri; 2005, Present, PRN Clinical Educator, Missouri State University; 2004 – 2007, Certified Physician Assistant, Doctor's Hospital of Springfield, Springfield, Missouri; 2002 – 2005, Certified Athletic Trainer, St. John's Sports Medicine, Springfield, Missouri.

<u>**Deidre Argyle, Assistant Professor, Art & Design**</u>

M.F.A.	University of Arizona, 2002
B.F.A.	San Jose State University, 1999

Experience: 2014 – present, Academic Leader and Chair of Studio Arts & Photography, Southwest University of Visual Arts, Tucson, Arizona; 2008 – Present, Professor, Southwest University of Visual Arts; 2003 – Present, Co-Director, Designer, The Zaslow Argyle Group, Tucson, Arizona; 2002, Adjunct Faculty, University of Arizona, Tucson, Arizona; Instructor of Record, University of Arizona.

<u>**Nichole L. Busdieker-Jesse, Assistant Professor, Agriculture**</u>

M.S.	University of Illinois at Urbana-Champaign, 2011
B.S.	University of Missouri-Columbia, 2007

Experience: Fall 2014, Instructor, University of Illinois at Urbana-Champaign; Summer 2014, Research Assistant, University of Urbana, Champaign; 2009 – 2010 & 2013 Teaching Assistant, University of Urbana, Champaign; Fall 2009 & summer 2012, Research assistant University of Illinois at Urbana-Champaign; Summer 2007 & Spring 2009, Grain Merchandiser, Archer Daniels Midland Company, Mankato, Minnesota; Spring 2007 & Spring 2004, Research Assistant, Columbia, Missouri.

Phillip A. Lancaster, Assistant Professor, Agriculture

Ph.D.	Texas A&M University, May 2008
M.S.	University of Missouri, July 2004
B.S.	Western Illinois University, May 1999

Experience: April 2013 – present, Assistant Professor, University of Florida, Gainesville, Florida; June 2008 – March 2013, Postdoctoral Fellow, Oklahoma State University, Stillwater, Oklahoma; 2004 – 2008, Graduate Research Assistant, Texas A&M University, College Station, Texas; 2002 – 2004, Graduate Research Assistant, University of Missouri, Columbia, Missouri; 1999 – 2001, Cross Farms, Inc., Hartsburg, Illinois.

Sarah Lancaster, Assistant Professor, Agriculture

Ph.D.	Texas A&M University, May 2008
M.S.	North Carolina State University, May 2004
B.S.	University of Missouri, May 2002

Experience: September 2014 – present, Instructor, South Florida State College, Avon Park, Florida; April 2013 – August 2014, Assistant Extension Scientist, University of Florida Range Cattle Research and Education Center; April 2008 – March 2013, Assistant Professor, Oklahoma State University, Stillwater, Oklahoma; August 2004 – April 2008, Graduate Assistant, Texas A&M, College Station, Texas; May 2002 – May 2004, Graduate Research and Teaching Assistant, North Carolina University.

Stephen L. Mueller, Department Head/Professor with Tenure, Management

Ph.D.	University of Texas, 1989
M.S.	University of Texas, 1977
B.S.	Purdue University, 1969

Experience: 2010 – present, Professor, Northern Kentucky University, Highland Heights, Kentucky; 2013 – 2015, Interim Chair, Northern Kentucky University; 2012 – 2013, Associate Dean, Northern Kentucky University; 2007 – 2011, Director of International Business Center, Northern Kentucky University; 2004 – 2010, Associate Professor, Northern Kentucky University; 2000 – 2004, Assistant Professor, Texas Christian University, Fort Worth, Texas; 1994 – 2000, Assistant Professor, Florida International University, Miami, Florida.

Joshua M. Davis, Department Head/Professor with Tenure, Computer Information Systems

Ph.D.	University of South Carolina, 2009
M.S.	Missouri State University, 2004
B.S.	College of the Ozarks, 2000

Experience: 2014 – present, Department Chair and Associate Professor, College of Charleston, Charleston, South Carolina; 2009 – 2013, Assistant Professor, College of Charleston.

Bernard M. Kitheka, Assistant Professor, Kinesiology

Ph.D.	Clemson University, 2015
M.S.	Miami University, 2010
B.S.	Moi University, 1997

Experience: August 2015 – present, Postdoctoral Fellow, Clemson University, South Carolina; August 2011 – August 2015, Instructor/Graduate Assistant/Teaching Assistant, Clemson University; August 2006 - June 2007, Lead Naturalist, Glen Helen Outdoor Education Center, Yellow Springs, Ohio; February 2005 to February 2006, Ecotourism and Community Development Adviser, Kazakhstan Tourist Association, Almaty, Kazakhstan; February 2004 - February 2005, conservation Education Specialist, East African Wildlife Society, Nairobi, Kenya; February 2002 – February 2004 Conservation Outreach and Community Development Adviser, Ministry of Wildlife, Parks and Tourism, Lower Shire Valley Conservation Area, Malawi.

Ruth V. Walker, Assistant Professor, Psychology

M.A.	University of Akron, 2013
B.A.	University of Akron, 2011
A.A.S.	University of Akron, 2008

Experience: August 2013 – present, Community Educator, Akron-Region Inter-professional Area Health Education Center; Spring 2015, Research Intern, Benjamin Rose Institute, Cleveland, Ohio; 2014 – 2015, Graduate Assistant, Institute for Lifespan Development and Gerontology, Akron, Ohio; 2012 – 2013, Head Teaching Assistant, Department of Psychology, University of Akron.

ADDENDUM A

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

Name	Department	Salary
Dempsey, Christina	Nursing	$4,953.00
Kohl, Scott	Agriculture	$3,600.00

The following have been appointed as Per Course Faculty for the spring semester: January 04, 2016 through May 12, 2016.

Name	Department	Salary
Adams, Jodie	Kinesiology	$2,445.00
Allan, Kerry	Theatre & Dance	$1,430.00
Allen, Nancy	Finance & General Business	$3,999.99
Arciniegas, Guillermo	Modern & Classical Languages	$4,896.00
Babusa, Emily	Mathematics	$2,424.00
Baedke, Jesse	Biomedical Sciences	$3,000.00
Baker, Joann	Communication Sciences & Disorders	$2,445.00
Baker, Shane	Childhood Ed. & Family Studies	$4,075.00
Baltes, Jennifer	Psychology	$2,445.00
Baum, Allicia	Psychology	$2,745.00
Beal, Halina	Communication Sciences & Disorders	$3,000.00
Beberniss, Kathy	Biomedical Sciences	$4,060.00
Bell, Conrad	Computer Science	$3,785.00
Bishop, Rhonda	Childhood Ed. & Family Studies	$5,490.00
Block, Shelley	English	$2,754.00
Bodenstein, Amanda	History	$2,448.00
Booher, Kary	Media, Journalism & Film	$2,448.00
Borich, Michael	Media, Journalism & Film	$5,508.00
Botsford, Diana	Media, Journalism & Film	$2,754.00
Bowden, Dennis	Defense and Strategic Studies	$6,799.98
Bowlin, Thomas	Art & Design	$2,448.00
Boyt, Tamera	Reading Foundations & Technology	$2,445.00
Bradley, Karla	Nursing	$9,000.00
Brame, Erika	Media, Journalism & Film	$5,508.00
Brasier, Jason	Media, Journalism & Film	$2,448.00
Brocaille, Nicole	Psychology	$4,890.00
Bruce, Richard	Technology & Construction Mgmt.	$3,300.00
Bryant, Emery	Kinesiology	$4,655.00

Bubalo, Julie	Theatre & Dance	$2,145.00
Buening, Caitlin	Physical Therapy	$1,830.00
Buergler, Melanie	Psychology	$2,445.00
Bullard, Steven	Accounting	$5,000.01
Bushman, Bobbie	Computer Information Systems	$3,000.00
Cagle, Michael	Mathematics	$2,424.00
Cameron, Paul	Biomedical Sciences	$7,950.00
Capeci, Dominic	History	$6,266.00
Carcamo, Felipe	Modern & Classical Languages	$2,448.00
Carver, Jeanie	Criminology	$3,000.00
Chapman, Bryan	Mathematics	$2,424.00
Choate, Lenetta	Psychology	$2,745.00
Christell, Todd	Computer Information Systems	$3,000.00
Clark, Mary	Criminology	$3,000.00
Cockrum, Leslie	Communication Sciences & Disorders	$4,890.00
Coleman, Teresa	Counseling Leadership & Special Ed.	$2,445.00
Collins, Daisy	Reading Foundations & Technology	$2,445.00
Colson, Rebecca	Social Work	$4,890.00
Coltharp, Joel	English	$2,448.00
Cook, Heather	English	$2,448.00
Corcoran, William	Geography Geology & Planning	$10,897.00
Coulter, Adam	Geography Geology & Planning	$3,432.00
Cover, Joseph	English	$2,550.00
Cowsert, Derek	English	$2,448.00
Crabtree, Kyra	Reading Foundations & Technology	$4,075.00
Crosby, Shannon	Biomedical Sciences	$6,000.00
Cruise, Amy	Sports Medicine & Athletic Training	$1,995.00
Dale, Allyson	English	$2,448.00
D'Angelo, Sandra	Psychology	$2,745.00
Davis, Jason	Chemistry	$1,616.00
Dempsey, Christina	Nursing	$4,000.00
DeWitt, Thomas	Agriculture	$3,200.00
Dibble, Laurel	Media, Journalism & Film	$2,754.00
Dill, Jackie	Geography Geology & Planning	$4,290.00
Dixon, David	Psychology	$5,625.00
Djordjevic, Vladan	Art & Design	$4,896.00
Dlouhy, Rhonda	Social Work	$2,445.00
Dougherty, John	Art & Design	$4,896.00
Draney, Heath	Art & Design	$4,896.00
Eakins, Galen	Chemistry	$5,754.00
Elkins, Kenneth	Religious Studies	$2,448.00

Ellis, Michael	English	$6,182.16
Engel, Melani	Social Work	$4,890.00
Fielding, Steven	Art & Design	$2,754.00
Foster, Jeffrey	Psychology	$2,745.00
French, Gregory	History	$2,448.00
Frew, Morgan	Art & Design	$6,324.00
Garton, Mark	Computer Information Systems	$3,000.00
Getchell, John	Social Work	$2,445.00
Gheriani, Hala	Modern & Classical Languages	$2,448.00
Gibson, Melissa	Childhood Ed & Family Studies	$4,890.00
Gietzen, Katherine	Physics Astronomy & Materials Sci.	$4,500.00
Glaser, Janet	Communication	$4,290.00
Goodale, Deborah	Finance & General Business	$3,000.00
	Marketing	$3,000.00
Goodland, Monica	Biomedical Sciences	$5,400.00
Goodwin, Andrew	Art & Design	$4,896.00
Groman, Jennifer	Childhood Ed. & Family Studies	$2,745.00
Hamby, Ashley	Childhood Ed. & Family Studies	$2,745.00
Hance, Justin	Psychology	$1,630.00
Happel, Rachel	Psychology	$2,445.00
Harris, Michael	Communication	$2,754.00
Harrison, Glenda	Sociology & Anthropology	$2,754.00
Hart, Margaret	Social Work	$4,890.00
Hathcock, Danielle	Psychology	$2,445.00
Hawkins, Viktoriya	Merchandising & Fashion Design	$7,500.00
Hayes, Nila	Accounting	$3,999.99
Heilman, Jon	Childhood Ed. & Family Studies	$2,445.00
Herbert, Jonathan	English	$2,448.00
Herring, Sean	English	$5,508.00
Himes, Marcia	Physical Therapy	$3,660.00
Hogan, Joy	Kinesiology	$3,192.00
Hooker, Tristin	English	$4,896.00
Huddleston, Seth	Childhood Ed. & Family Studies	$2,745.00
Ice, Whitney	Theatre & Dance	$2,145.00
Inmon, Joshua	Theatre & Dance	$2,145.00
Jackson, Wendy	Social Work	$2,445.00
Jacobs, Stephanie	Chemistry	$1,716.00
Jacobson, Carol	English	$2,550.00
Johnston, Glenda	Mathematics	$3,028.00
	Reading Foundations & Technology	$2,445.00
Johnston, Kristina	Psychology	$2,445.00

Jones, Melissa	Communication Sciences & Disorders	$4,890.00
Kane, Alicia	Chemistry	$2,271.00
Kartchner, Kerry	Defense and Strategic Studies	$3,399.99
Kelley, Carey	History	$7,344.00
Kennell, Everett	Media, Journalism & Film	$2,448.00
Kenny, Erin	Sociology & Anthropology	$3,201.00
Kepling, Vicke	English	$2,448.00
Killingsworth, Chad	Computer Science	$1,968.00
Kimura, Clyde	Kinesiology	$2,793.00
Kincaid, Jennifer	Psychology	$2,445.00
Kitchin, Jonathan	English	$2,448.00
Koetting, Ann	Counseling Leadership & Special Ed.	$2,445.00
Kopp, Kevin	Counseling Leadership & Special Ed.	$2,745.00
	Reading Foundations & Technology	$915.00
Krumme, Gregg	Biomedical Sciences	$3,258.00
Kwon, Sockju	Biomedical Sciences	$3,746.70
Kyle, Michael	Criminology	$3,000.00
Lakin, Brenda	Counseling Leadership & Special Ed.	$2,745.00
LaMair, Mark	Art & Design	$4,896.00
Land, Andrea	Art & Design	$3,162.00
Lea, Chelsea	Reading Foundations & Technology	$1,630.00
Leggitt, Stephen	Media, Journalism & Film	$2,754.00
Levine, Marlene	Childhood Ed. & Family Studies	$2,745.00
Lillge, Terence	Kinesiology	$1,995.00
Limcher, Jenny	Management	$12,000.00
Lineberry, Susan	Reading Foundations & Technology	$4,075.00
Lippelman, Vanessa	Psychology	$2,445.00
Littlefield, Mary	Childhood Ed. & Family Studies	$2,445.00
Lord, Patrick	Psychology	$5,490.00
Loveland III, James	Kinesiology	$2,100.00
Maloney, John	Psychology	$4,008.00
Marler, William	Religious Studies	$2,448.00
Marlin, Wenonah	Agriculture	$1,400.00
Marshall, Laurie	Art & Design	$15,000.00
Massey, Dallas	Biomedical Sciences	$2,700.00
Mattix, Lora	English	$4,896.00
Mattson, Curtis	Psychology	$2,745.00
Maxfield, Michael	Media, Journalism & Film	$4,896.00
Mazzeo, Larry	Communication Sciences & Disorders	$3,000.00
McClease, Cheryl	Geography Geology & Planning	$10,296.00
McCracken, Ramey	English	$5,202.00

McDonald, Scott	Finance & General Business	$3,000.00
McEwen, Michael	Media, Journalism & Film	$2,448.00
McIntire, Carolyn	Childhood Ed. & Family Studies	$2,445.00
McMullin, Mary	Childhood Ed. & Family Studies	$2,445.00
McRae, Jennifer	Sports Medicine & Athletic Training	$2,400.00
Mehrhoff, Farida	Biomedical Sciences	$5,400.00
Michelfelder, Breanna	Geography Geology & Planning	$4,848.00
Milam, Jennifer	Childhood Ed. & Family Studies	$2,745.00
Miller, Arden	Psychology	$5,793.24
Miller, Duane	Management	$3,000.00
Miller, Eric	Finance & General Business	$3,999.99
Miller, Myra	Management	$6,600.00
Mitchell, Jennifer	History	$2,448.00
Moon, Natalie	Mathematics	$3,028.00
Moore, Cynthia	Art & Design	$6,324.00
Moore, Dale	Media, Journalism & Film	$2,754.00
Moyle, Tressa	Social Work	$2,445.00
Murphy, Lindsey	Childhood Ed. & Family Studies	$2,445.00
Murray, Kathleen	Music	$4,590.00
Niekamp, Melissa	Nursing	$3,000.00
Norton, Jennifer	Hospitality & Restaurant Admin	$6,000.00
Owen, Carla	Childhood Ed. & Family Studies	$4,890.00
Padgett, Lori	Agriculture	$3,200.01
Palmer, Abigail	Finance & General Business	$3,000.00
Parker, Lane	Technology & Construction Mgmt.	$3,300.00
Patterson, Jane	Finance & General Business	$7,999.98
Patton, Cory	Art & Design	$1,632.00
Pennington, David	Communication	$2,601.00
Peterson, Don	Kinesiology	$1,729.00
Piland, Sherry	Art & Design	$3,162.00
Pitt, Lisa	Childhood Ed. & Family Studies	$2,445.00
Pleshka, Anton	Art & Design	$4,896.00
Preston, James	Hospitality & Restaurant Admin.	$3,000.00
Prosono, Marvin	Sociology & Anthropology	$11,586.00
Queen, Janice	Art & Design	$2,448.00
Quigg, Anna	Psychology	$2,745.00
Quirk, Brady	Counseling Leadership & Special Ed.	$1,830.00
Randles, Shawn	Counseling Leadership & Special Ed.	$2,745.00
Rapp, Kelly	Psychology	$5,490.00
Renth, Erik	English	$2,448.00
Ruiz Limon, Estevan	Psychology	$5,490.00

Russell, Greta	Art & Design	$2,754.00
Russell, Maida	Mathematics	$3,232.00
Russell, Timothy	Agriculture	$1,800.00
Salchow, Jason	Agriculture	$4,200.00
Savage, Jennifer	Communication Sciences & Disorders	$2,445.00
Sawyer, Rebecca	Reading Foundations & Technology	$815.00
Scheele, Robert	Computer Information Systems	$3,000.00
Schmitz, Joe	Management	$3,000.00
Senter, Pamela	Art & Design	$6,324.00
Sheets-McKeag, Sarah	Art & Design	$4,896.00
Sherman, Dana	CHHS-Master of Public Health	$4,890.00
Sherwood, Andrew	Sociology & Anthropology	$2,754.00
Shook, Ryan	Chemistry	$6,360.00
Shryack, Timothy	Nursing	$3,000.00
Sly, James	Psychology	$4,890.00
Smith, Christopher	Sociology & Anthropology	$4,896.00
Smith, Sean	Technology & Construction Mgmt.	$3,000.00
Smith, Susan	Political Science	$5,599.98
Snider, Philip	Religious Studies	$2,754.00
St Pierre, Laurine	Music	$5,821.65
Stacy, William	Music	$7,041.00
Stanton, Timothy	Agriculture	$4,000.00
Stewart, Kim	Psychology	$2,445.00
Stinnett, Katie	First Year Programs	$2,400.00
Stockburger, David	Psychology	$4,788.75
Stratmann, Henry	Physics Astronomy & Materials Sci.	$1,400.00
Stulce, Brad	Kinesiology	$2,331.00
Su, Shujun	Chemistry	$6,217.59
Summers, A	Management	$6,000.00
Sutherland, Kelly	Childhood Ed. & Family Studies	$2,745.00
Sutliff, Jackson	English	$4,896.00
Sutliff, Jennifer	English	$4,896.00
Sutton, Kim	Childhood Ed. & Family Studies	$4,890.00
Swaters, Christina	Communication	$2,145.00
Taylor, Andrea	Philosophy	$4,800.00
Thomas, Michael	Kinesiology	$4,000.00
Thomlinson, Richard	Counseling Leadership & Special Ed.	$2,745.00
Tibbs, Christine	Management	$1,500.00
Tintocalis, Stacy	English	$5,508.00
Torcasso, Amy	Kinesiology	$931.00
Tow, Richard	Communication	$2,754.00

Trachtenberg, David	Defense and Strategic Studies	$10,200.00
Trobisch, Stephen	Modern & Classical Languages	$5,508.00
Trudeau, Jason	Kinesiology	$931.00
Tucker, Timothy	Childhood Ed. & Family Studies	$1,630.00
Turner, Jennifer	Social Work	$2,445.00
Turner, Mary	Social Work	$2,445.00
Turpin, Barbara	Psychology	$4,206.00
Walker, Kristen	Music	$2,145.00
Wallenburg, Roger	Finance & General Business	$3,000.00
Waters, Donna	Reading Foundations & Technology	$1,630.00
Watts, Rebecca	Management	$1,500.00
Weaver, Marissa	Communication	$2,754.00
Weiss, Janet	Physical Therapy	$1,830.00
Williams, Paul	Criminology	$3,000.00
Williams, Shelby	Management	$3,000.00
Zhou, QiongQiong	Biomedical Sciences	$2,500.00
Zhuang, Yuan	English	$2,754.00

ADDENDUM B

Supplemental payment for teaching assignments:

Name	Department	Salary
Amberg, Lucie	Media, Journalism & Film	$4,896.00
Anderson, Wayne	Finance & General Business	$678.00
Bailey, Sandra	Fashion & Interior Design	$6,791.00
Balasundaram, Clement	Computer Information Systems	$3,000.00
Balasundaram, Gautam	Computer Information Systems	$3,000.00
Barreda, Albert	Hospitality & Restaurant Administration	$1,320.00
Berg, Susan	Nursing	$760.00
Bowe, Laura	Graduate College	$1,700.00
Bowles, Christina	First Year Programs	$2,400.00
Bushman, Barbara	Kinesiology	$4,432.00
Cabrera Hurtado, Kelly	Modern & Classical Languages	$5,508
Caravella, David	Kinesiology	$2,301.00
Cope, Megan	Management	$3,000.00
Cornelius-White, Jeffrey	Counseling, Leadership & Special Ed.	$440.00
	First Year Programs	$3,200.00
Cunningham, Denise	Childhood Ed & Family Studies	$2,745.00
Dallas, Melissa	Hospitality & Restaurant Administration	$1,925.00
Dubinsky, Julie	Finance & General Business	$6,300.00
	Management	$3,000.00
Eassey, John	Criminology & Criminal Justice	$238.00
Eisenhauer, Isabel	SBTDC	$300.00
Elliot, W. Anson	Agriculture	$1,870.00
Fairbairn, Candace	Childhood Ed. & Family Studies	$1,000.00
Fearing, Cory	Greenwood	$1,000.00
Frederick, Dana	Management	$3,296.00
Frizell, Michael	English	$2,448.00
	Theatre & Dance	$1,430.00
Gale, Crystal	Computer Information Systems	$3,000.00
Garland, Brett	Criminology & Criminal Justice	$678.00
Goodwin, Brenda	Kinesiology	$1,360.00
Hallgren, Deanna	Childhood Ed. & Family Studies	$3,260.00
Hamwi, George	College of Business	$15,817.00
Hass, Aida	Criminology & Criminal Justice	$715.00
Hopper, Tina	Biology	$4,500.00
Hornberger, Robert	Management	$3,300.00
Howell, Marcus	Art & Design	$1,326.00

Hulett, Michelle	College of Business - Dean's Office	$1,126.00
Jessee, Katy	Merchandising & Fashion Design	$1,000.00
Johns, Justin	Social Work	$2,445.00
Jones, Alisha	Nursing	$230.00
Klem, Michael	Agriculture	$4,500.00
Knowles, Amy	English	$2,500.00
Kozlowski, Alana	Communication Sciences & Disorders	$1,534.00
Laws, Bethany	Management	$6,000.00
Lee, Amanda	Childhood Ed. & Family Studies	$3,260.00
Liang, Yating	Kinesiology	$4,920.00
Loge, Jana	Reading, Foundations & Technology	$4,075.00
Lopez, Joyce	Management	$3,077.00
McClain, William	Agriculture	$4,500.00
McCrory, Sue	Computer Information Systems	$6,000.00
Merrigan, Michael	Management	$6,324.00
Meyer, James	Childhood Ed. & Family Studies	$2,745.00
Muchnick, Amy	English Language Institute	$1,280.00
Nordyke, Katherine	Psychology	$2,745.00
Odneal, Marilyn	Agriculture – Mtn. Grove	$1,800.00
Pace, Glenn	Management	$7,062.00
	MDI	$750.00
Patterson, Kathryn	Nursing	$1,680.00
Pavlowsky, Robert	Geography, Geology & Planning	$6,808.00
Peterson, Dane	College of Business EMHA	$600.00
Piccolo, Diana	Childhood Ed. & Family Studies	$2,745.00
Price, Debra	Childhood Ed. & Family Studies	$2,445.00
Qiu, Wenping	Agriculture	$1,800.00
Roam, Kimberly	Childhood Ed. & Family Studies	$6,573.00
Roberts, Jenifer	Merchandising & Fashion Design	$4,872.00
Rothschild, Philip	Management	$4,666.00
Rugutt, Joseph	Reading, Foundations & Technology	$2,745.00
Ryder, Christina	Outreach	$2,599.00
	Sociology & Anthropology	$2,400.00
Saxon, Caryn	Criminology & Criminal Justice	$715.00
Scott, Patrick	Political Science	$1,980.00
Shand-Hawkins, Carolyn	Mathematics	$274.00
Stanojevic, Vera	Mathematics	$27.50
Starr, Cathy	Merchandising & Fashion Design	$5,273.00
Suttmoeller, Michael	Criminology & Criminal Justice	$440.00
Templeton, Kelly	Theatre & Dance	$2,601.00
Turner, John	English	$3,371.00

Academic Personnel Board Actions, cont'd.
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Turner, Jon	Counseling, Leadership & Special Ed.	$42.50
Turner, Valerie	English	$2,550.00
White-Van Ornum, Kimberly	Mathematics	$496.00
Wilhelm, Paula	Management	$3,000.00
Winkler, Danny	Computer Information Systems	$6,000.00
Yarckow-Brown, Ivy	Criminology & Criminal Justice	$733.00
Young, Angela	Assessment	$375.00

ADDENDUM C

The following have been appointed as Graduate Teaching Assistants for the spring semester: January 4, 2016 through May 13, 2016.

Name	Department	Salary
Adelani, Adebola Margaret	Chemistry	$4,300.00
Anderson, Carly	Art & Design	$4,300.00
Banerjee, Tania	Geography, Geology & Planning	$4,300.00
Barnett, Joann	Childhood Ed. & Family Studies	$4,300.00
Beasley, Emily	Biology	$4,300.00
Blake, Lisa	Music	$2,150.00
Conaway, Christy	English Language Institute	$4,300.00
Deng, Ying	Physics, Astronomy & Mat. Sciences	$2,616.00
Eckelmann, Andrew	Chemistry	$4,300.00
Ehrhardt, William	Chemistry	$5,232.00
Heimann, Christa	Music	$2,150.00
Herridge, Michelle	Chemistry	$5,232.00
Islam, Md Shafiqul	Physics, Astronomy & Mat. Sciences	$5,232.00
Johnson, Cameron	Kinesiology	$4,300.00
Kirkpatrick, Adam	Chemistry	$5,232.00
Kosinska, Karolina	Chemistry	$5,232.00
Kriem, Lukas	Chemistry	$4,300.00
Martin, Eleshia	Mathematics	$4,300.00
Mothershead, Meghan Louise	School of Agriculture	$4,300.00
Nwachukwu, Chideraa Iheanyi	Chemistry	$4,300.00
Pearson, Miles	Chemistry	$4,300.00
Pira Florez, David	Music	$2,150.00
Remick, Tyler	Biology	$4,300.00
Remspecher, Casey	Childhood Ed. & Family Studies	$4,300.00
Sarras Hadweh, Daniela	Modern & Classical Languages	$4,300.00
Wilson, Zachary	Chemistry	$4,300.00

III.E.2.

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

APPOINTMENTS:

Name	Position-Department	Grade	Salary	Effective
Diana Graham	Custodian I Residence Life, Housing & Dining Services	21	$20,800 annually	11/18/15
Evelyn Ruth Lange	Teacher Child Development Center	41	$26,886 annually	11/23/15
Rachel C. Rigby	Academic Administrative Assistant III Biology	13	$28,600 annually	11/30/15
Jeff Sly	Custodian Apprentice Residence Life, Housing & Dining Services	20	$18,208 annually	11/30/15
Danny Crowe	Custodian Apprentice Residence Life, Housing & Dining Services	20	$18,208 annually	12/04/15
Stuart J. Shepherd	Stores Clerk Facilities Management	23	$26,000 annually	12/07/15
Morgan Gonzalez	Academic Administrative Assistant II Counseling, Leadership & Special Education	12	$26,728 annually	12/08/15
James Gooden Jr.	Maintenance General Mechanic Facilities Maintenance	25	$32,510 annually	12/14/15
Dylan J. Fieker	Public Safety Officer Safety & Transportation	24	$25,204 annually	12/16/15

Jeff Williams	Research Specialist Biology	41	$31,200 annually	12/17/15
Rebecca S. Goeringer	Accounting Specialist Taylor Health & Wellness Clinic	13	$29,640 annually	01/04/16
David R. Johnson	Academic Advisor/Retention Specialist College of Health & Human Services	42	$37,000 annually	01/04/16
Tennie J. Phinney	Paralegal General Counsel	17	$39,000 annually	01/04/16
Kari L. Clouse	Administrative Assistant II Residence Life, Housing & Dining Services	12	$26,624 annually	01/05/16
Jason T. Ray	Assistant Coach Intercollegiate Athletics	UN	$52,000 annually	01/11/16
Pamela J. Honeycutt	Administrative Assistant II Safety & Transportation	12	$26,832 annually	01/19/16
Yuka S. Akin	Registered Nurse Taylor Health & Wellness Clinic	42	$46,842 annually	01/19/16
James S. Sly	Technology Training Specialist Computer Services	33	$40,331 annually	01/19/16
Olujimi G. Sode	Admissions Coordinator Office of Admissions	42	$40,000 annually	02/01/16

RESIGNATIONS:

Name	Position-Department	Effective
Joni Durden	Administrative Assistant I Residence Life, Housing & Dining Services	12/03/15
Angelica Esparza	Residence Hall Director Residence Life, Housing & Dining Services	12/16/15

Theresa M. Johnson	Research Specialist Biology (75% FTE)	12/18/15
Megan E. Shadrick	Associate Director Disability Resource Center-Access Technology Center Access Technology Center	12/31/15
Linda C. Coroleuski	Academic Administrative Assistant II Biology	01/08/16
Amanda L. Keever	Accounting Technician Financial Services	01/08/16
Leta J. Moler	Executive Assistant IV Student Affairs	01/20/16
Katheryne Staeger-Wilson	Director Disability Resource Center	01/29/16
Kenneth D. Coopwood	Vice President for Diversity & Inclusion Office for Diversity & Inclusion	04/30/16

RETIREMENTS:

Name	Position-Department	Effective
Richard B. Dixon	Custodian I Facilities Management-Custodial	12/31/15
Cindy L. Cline	Registered Nurse Taylor Health & Wellness Center	01/31/16

LEAVE WITHOUT PAY:

Name	Position-Department	Effective
Julie R. Blacksher	Academic Administrative Assistant II Modern & Classical Languages	01/04/16 05/13/16

CHANGE OF STATUS:

Name	Position-Department		Action	Effective
Carol Ann Plymire	From:	Buyer Procurement GR 43, $43,863 annually	Change of Status	11/30/15
	To:	Assistant to Program Director Nurse Anesthesia Program Biomedical Sciences GR 42, $42,571 annually		
TaJuan R. Wilson	From:	Executive Director TRIO & Multicultural Student Services TRIO GR 46, $68,715 annually	Change of Status	11/30/15
	To:	Interim Director, Multicultural Programs Executive Director TRIO & Multicultural Student Services TRIO GR 46, $68,715 annually ($500 monthly supplemental)		
Calvin D. Avery	From:	Distance Learning Engineer Outreach GR 32, $37,831 annually	Promotion	12/01/15
	To:	Distance Learning Engineer Supervisor Outreach GR 33, $50,003 annually		
Nelia G. Baughman	From:	Administrative Assistant II Dean of Students GR 12, $28,499 annually	Reclassification & Salary Adjustment	12/01/15
	To:	Executive Assistant III GR 15, $31,915 annually		
Steven Fisk	From:	Groundskeeper Grounds	Change of Status	12/01/15
	To:	Staff Emeritus Grounds		

Brian C. Kincaid	Director, Business Incubator Center for Business & Economic Development From: GR 43, $43,000 annually To: GR 46, $52,798 annually	Reclassification & Salary Adjustment	12/01/15
Debra Casada	From: Custodian I Residence Life, Housing & Dining Services To: Custodian I Facilities Management – Custodial	Transfer	12/07/15
Shawn W. McComb	From: Groundskeeper Grounds Services GR 22, $22,075 annually To: Programmer Analyst Computer Services GR 33, $40,331 annually	Promotion	12/07/15
Jacqueline M. Jones	From: Accounting Technician Financial Services GR 13, $28,910 annually To: Payroll Specialist Financial Services GR 42, $32,379 annually	Reclassification & Salary Adjustment	12/15/15
Richard B. Dixon	From: Custodian I Facilities Management-Custodial To: Staff Emeritus Facilities Management-Custodial	Change of Status	01/01/16
Gary Chorn	From: Assistant Director Facilities Management-Custodial Facilities Management GR 46, $57,844 annually To: Assistant Director Facilities Management-Maintenance Facilities Management GR 46, $63,000 annually	Change of Status & Salary Adjustment	01/04/16

Kimberly Hardie	From:	Administrative Assistant III Office for Diversity & Inclusion GR 13, $30,243 annually	Change of Status	01/04/16
	To:	Administrative Assistant II Printing Services GR 12, $30,243 annually		
Frank Ortiz	From:	Custodial Supervisor Facilities Management-Custodial GR 25, $39,147 annually	Change of Status	01/04/16
	To:	Interim Assistant Director- Custodial Custodial Supervisor Facilities Management-Custodial GR 25, $39,147 annually ($500 monthly supplemental)		
Brian Hite	From:	Custodian I West Plains	Transfer	01/07/16
	To:	Custodian I Facilities Management-Custodial		
H. Wes Pratt	From:	Equal Opportunity Officer Office for Institutional Equity & Compliance GR 47, $82,024 annually	Promotion	01/11/16 07/10/17
	To:	Assistant to the President & Chief Diversity Officer Office for Diversity & Inclusion GR UN, $120,000 annually		
Ronald Keith Boaz	From:	Director JQH Arena, HSC & PSC Hammons Student Center GR 46, $63,649 annually	Promotion	01/15/16
	To:	Sr. Assoc. Athletics Director, Athletics & Entertainment Facilities Intercollegiate Athletics GR 48, $94,000 annually		

Mack G. Brown	Assistant Coach Intercollegiate Athletics From: $40,720 annually To: $60,720 annually	Salary Adjustment	02/01/16
Sean A. Coughlin	Assistant Coach Intercollegiate Athletics From: $61,080 annually To: $71,080 annually	Salary Adjustment	02/01/16
Justin Kramer	Assistant Coach Intercollegiate Athletics From: $40,000 annually To: $55,000 annually	Salary Adjustment	02/01/16
Munir A. Prince	Assistant Coach Intercollegiate Athletics From: $40,720 annually To: $43,420 annually	Salary Adjustment	02/01/16

Vote: _____ Yea
         _____ Nay

PRESIDENT'S REPORT

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

1. Enrollment
2. Jefferson City Update
3. Diversity Update
4. Preview of the Information Technology Infrastructure Discussion

Report from the Provost

Provost Frank Einhellig's report will include updates and comments regarding Academic Affairs.

1) 2015-2016 Tenure and Promotion Overview

2) Dual Credit update

3) Spring 2016 Online Enrollment

THE OFFICE OF RESEARCH ADMINISTRATION
ACTIVITY REPORT – FISCAL YEAR 2016 THROUGH DECEMBER

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 2016 through the month of December.

PROJECT HIGHLIGHTS

- **Christ Barnhart,** Distinguished Professor of Biology, recently received a **$20,035** award from the **Oklahoma Department of Wildlife Conservation.** Funding from this grant will be used to propagate and rear juvenile Ouachita Rock Pocketbook mussels from glochidia collected from wild-caught gravid females.

- **Chin-Feng Hwang**, Professor of Agriculture, received **$49,988** from the **US Department of Agriculture through the Missouri Department of Agriculture**. The continued funding of this project will allow identification of genetic markers associated with rooting ability in the Vitis aestivalis-derived Norton wine grape. The ultimate goal is to examine the vegetative propagation capacity of the grape to determine whether it can be improved in the F1 hybrid population.

- **Tracy Cleveland**, Associate Professor of Physician Assistant (PA) Studies, received **$16,015** from the **US Substance Abuse & Mental Health Services Administration via the University of Missouri** for the Physician Assistant Alcohol Education and the Screening, Brief Intervention, and Referral to Treatment (SBIRT) training program in Missouri. This project will design and implement an alcohol education and SBIRT training curriculum utilizing an avatar-based virtual-world environment for the three current Missouri PA programs, the statewide PA society, and the Society for Physician Assistants in Pediatrics. This project will work with three existing PA programs in Missouri to train 258 PA students across a three-year project.

- **Amir Behzadan**, Associate Professor of Technology & Construction Management, received funding from the **National Science Foundation** in the amount of **$275,000** for Real Time Feedback Enabled Simulation Modeling of Dynamic Construction Processes. This award supports fundamental research to enhance construction decision-making accuracy by reducing uncertainties through the seamless integration of process-level data into decision-making. The results of this research will tremendously benefit the US economy and the society since it leads to better decision-making which results in reducing waste, rework, cost, time, and ensures safety.

- **Marilyn Odneal**, Horticulture Outreach Advisor, received funding from the **US Department of Agriculture through the Missouri Department of Agriculture** in the amount of **$13,500** for High Tunnel Production/Rotation of Primocane-Bearing Raspberries in Grow Bags. This trial will investigate several varieties of primocane-bearing raspberries in grow bags rotated in and out of a high tunnel. The ability to rotate the raspberries out of the space will allow vegetable crops to be grown and harvested from the same space when the raspberries are not producing.

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RESULTS

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As of the end of December, the University has submitted 195 proposals for support of University-based projects. To date, 159 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 $17.1 million. Some of these awards are for projects that extend over more than one year, but the full commitment for funds is allocated to the first year.

Key Indicators	Activity for FY 2016	% Change from FY 2015
Proposals Submitted	195	-2%
Funds Requested	$36,281,289	48%
Named Investigators	92	2%
Grants & Contracts Awarded	159	1%
Funds Awarded	$17,106,717	74%

External funding activity so far in FY 2016:

Sponsored Program Activity FY 2016

Month	Proposals Submitted	Total Awards	Dollars Awarded
July	21	17	$2,018,944
August	23	14	$2,526,455
September	63	55	$6,109,588
October	21	21	$4,190,658
November	24	14	$1,396,150
December	43	38	$864,922
January	0	0	$0
February	0	0	$0
March	0	0	$0
April	0	0	$0
May	0	0	$0
June	0	0	$0
	195	159	$17,106,717
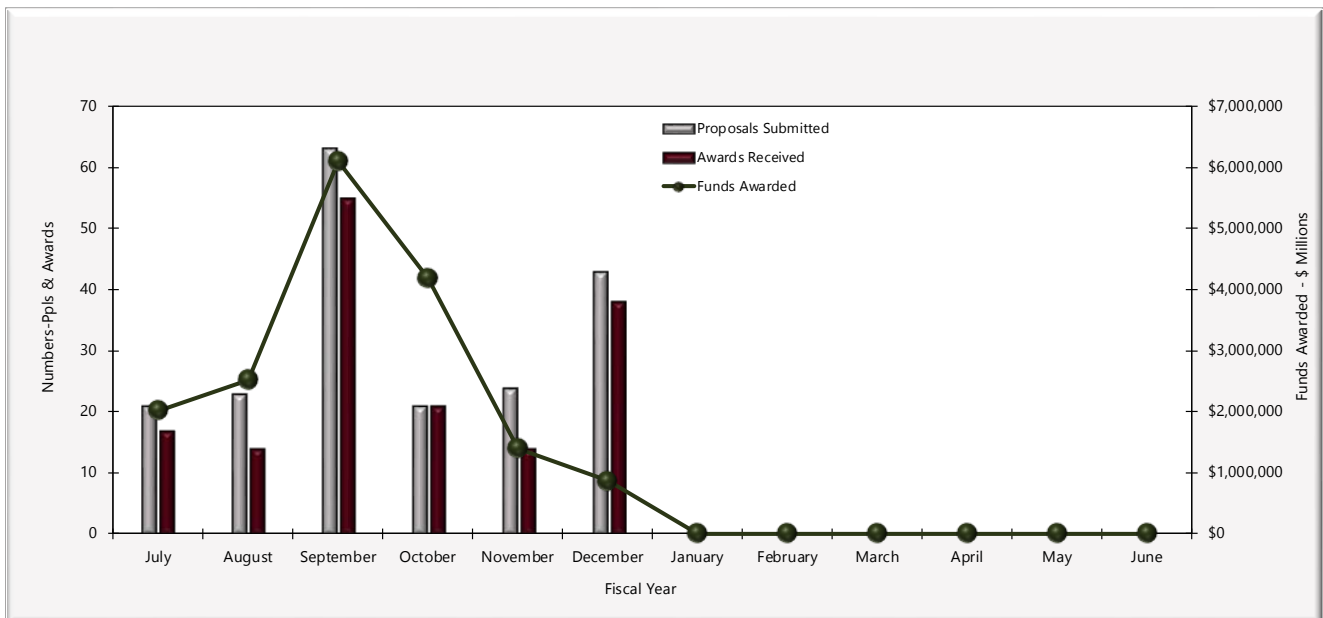
A comparison of activity over the last five years:

Cumulative Sponsored Program Activity Through the Month of December (FY 2012 - FY 2016)

| Fiscal Year | Proposals Submitted | Number of Awards | | | | | | $Millions | |
		Education	Equipment	Facilities & Infrastructure	Research	Service	Ttl Awds	Requested	Awarded
2012	112	26	2	2	14	37	81	$ 19,382,948	$ 11,160,664
2013	158	31	2	2	22	78	135	$ 17,003,810	$ 10,690,380
2014	167	27	0	3	34	80	144	$ 20,780,602	$ 13,351,578
2015	199	29	0	2	27	100	157	$ 24,501,457	$ 9,815,208
2016	195	31	2	5	28	93	159	$ 36,281,289	$ 17,106,717
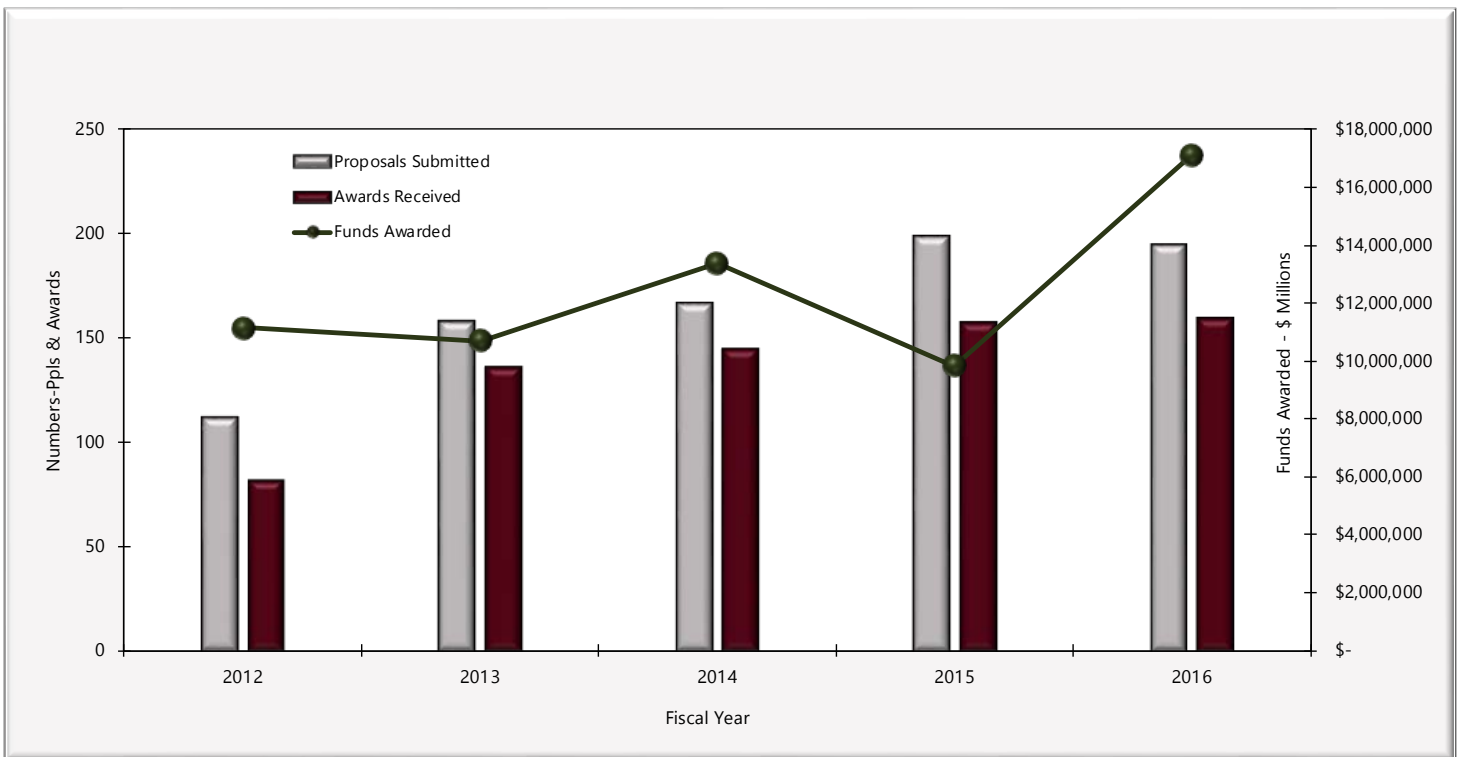
Grant and contract activity for FY 2016, through December, by University Unit.

Missouri State University
FY 16 Grant/Contract Activity by Unit

| Unit | # Applying | | # Awarded | | Credit Share* | | | Actual** | | |
| | | | | | Grants / Contracts | | Award | Grants / Contracts | | Award |
	Staff	Faculty	Staff	Faculty	Submit	Awards	$	Submit	Awards	$
Admin & Info Services	0	0	0	0	0	0	$ -	0	0	$ -
College of Arts & Letters	1	2	1	1	10	9	$ 188,306	6	6	$ 188,306
Center for Dispute Resolution	0	1	0	1	2	2	$ 19,855	2	2	$ 19,855
College of Business	0	2	0	2	3	3	$ 1,370,440	3	3	$ 1,370,440
Center for Project Innovation & Management	0	1	0	1	2	1	$ 27,000	2	1	$ 27,000
College of Education	3	4	2	4	13	12	$ 422,596	13	11	$ 422,596
Institute for Play Therapy	0	0	0	0	0	0	$ -	0	0	$ -
Institute for School Improvement	0	0	0	0	0	0	$ -	0	0	$ -
Southwest Regional Professional Develoment Center	0	1	0	1	4	4	$ 1,217,762	4	4	$ 1,217,762
College of Health & Human Services	3	18	3	13	27	23	$ 1,076,787	20	18	$ 1,051,832
Center for Research & Service	0	0	0	0	0	0	$ -	0	0	$ -
College of Humanities & Public Affairs	0	6	0	6	6	6	$ 841,894	4	5	$ 841,894
Center for Archaeological Research	0	1	2	1	2	4	$ 41,746	2	3	$ 41,746
Center for Community Engagement	0	1	0	0	1	0	$ -	1	0	$ -
Center for Economic Research	0	1	0	1	1	1	$ 7,533	1	1	$ 7,533
Center for Social Science & Public Policy Research	0	1	0	1	2	2	$ 2,650	2	2	$ 2,650
College of Natural & Applied Sciences	3	33	1	16	62	24	$ 1,176,309	45	18	$ 1,156,935
Bull Shoals Field Station	1	1	0	1	3	2	$ 21,805	3	2	$ 21,805
Center for Resource Planning & Management	1	1	3	1	8	7	$ 459,482	5	4	$ 459,482
Ozark Environmental Water Research Institute	1	1	1	1	11	12	$ 462,012	8	9	$ 483,012
Diversity & Inclusion	0	0	0	0	0	0	$ -	0	0	$ -
Graduate College	0	0	0	0	0	0	$ -	0	0	$ -
Library	1	2	0	0	4	0	$ -	2	0	$ -
President	1	0	0	0	1	0	$ -	1	0	$ -
Provost	2	1	2	1	4	4	$ 27,579	2	4	$ 27,579
Ozarks Public Health Institute	0	1	0	1	4	5	$ 222,986	4	5	$ 222,986
Research & Economic Development	4	0	4	0	15	15	$ 1,212,230	13	13	$ 1,212,230
Center for Applied Science & Engineering	5	0	4	0	11	6	$ 963,931	8	4	$ 963,931
Center for Biomedical & Life Sciences	0	1	0	1	5	5	$ 67,318	5	5	$ 67,318
International Leadership & Training Center	1	0	1	0	4	4	$ 352,300	4	4	$ 352,300
Jordan Valley Innovation Center	1	0	1	0	5	5	$ 513,254	5	5	$ 513,254
Small Business Development & Technology Center	1	0	1	0	4	4	$ 30,491	4	4	$ 30,491
Southwest Missouri Area Health Education Center	1	0	1	0	3	3	$ 119,710	3	3	$ 119,710
School of Agriculture	2	5	2	4	12	10	$ 138,308	8	8	$ 161,637
Center for Grapevine Biotechnology	0	1	0	1	2	2	$ 48,084	2	2	$ 48,084
Mid-America Viticulture & Enology Center	1	1	1	0	3	2	$ 3,999,880	3	2	$ 3,999,880
Student Affairs	1	0	2	0	1	4	$ 1,563,378	1	4	$ 1,563,378
West Plains	4	4	3	1	11	7	$ 511,091	9	7	$ 511,091
TOTAL	**38**	**91**	**35**	**60**	**246**	**188**	**$ 17,106,717**	**195**	**159**	**$ 17,106,717**

* 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.

China Programs Office

The Office of China Programs and Chinese Student and Scholar Association (CSSA) are hosting a Chinese New Year Banquet on January 30, to celebrate the most important Chinese festival.

The Office of China Programs is partnering with the Modern and Classical Languages to host the Chinese New Year Celebration Week from Feb. 8th to Feb. 13th. Each day has a theme for the Chinese New Year Celebration Week, which are listed as following:
- Day 1: Chinese New Year Experience
- Day 2: Chinese New Year Food Culture
- Day 3: Chinese Music and Dance
- Day 4: Chinese Arts
- Day 5: Chinese Martial Arts
- Day 6: Community Day: This is a Saturday. We usually have a lot of people from the community. So we will do an overview of Chinese New Year Celebration events hosted by Ningxia students from ILTC.

For spring 2016 four non-degree seeking students from Qingdao University are attending Missouri State. This is fewer students than in the fall due to the alignment of Missouri States Spring schedule and Qingdao Universities.

For spring 2016 semester we have seven students going to study at Qingdao University; three of the fall 2015 students will stay and continue their studies; making the total studying at Qingdao for spring 2016, 10 MSU students.

For the spring 2016 semester there are three MSU-WP Interns going to study at the LNU/MSU College of International Business in Dalian.

English Language Institute

ELI's English for Academic Purposes (EAP) program welcomed 31 new students for spring session 1. ELI shows lower numbers in Saudi applications due to changes in their country's scholarship program. However, we are pleased to host 14 Chileans, 23 Chinese, and 10 Vietnamese in the EAP this session and hope to see those numbers grow in the future. A total of 42 students successfully completed the EAP during the fall semester. Of that number, 39 had pre-admission to MSU undergraduate or graduate programs.

ELI Special Programs recently completed a 4-week Language and Culture Program for 30 students from a Mexican government-funded program. We began 2016 with the launch of the first spring session of the English for Musicians program, which debuted in fall 2014 and includes 3 new and 4 continuing students representing 4 countries. In February, ELI will host 13 students and a professor from MSU partner institution Gunma (Japan) University School of Education. The 3-week English skills and teacher training program is being held in cooperation with the MSU College of Education and Greenwood Laboratory School.

Representatives from ELI also visited Gunma University in Dec 2015 to give a pre-arrival orientation for the group coming in February, and they conducted a presentation for students and parents at the Tokyo Education USA office. With two successful courses completed, the CELTA program is already receiving applications for upcoming courses in May and June-July. In addition to managing and teaching the CELTA courses, Ms. Johnston from the ELI staff, also conducted a teacher training seminar at Universidad La Gran Colombia in Bogota, Colombia, at the end of the fall semester sponsored by Universidad La Gran Colombia.

Foreign Language Institute

FLI has 37 partner (OTC 10; Drury 16; Evangel 11) students coming to Missouri State to learn eight different language in spring 2016. Total enrollment is 211 students, including MSU students. This is lower than spring 2015 enrollment of 321.

Language	Total enrollment - all students	Partner enrollment
Arabic	22	2
Chinese	27	3
German	59	12
Italian	11	4
Japanese	49	7
Korean	22	2
Portuguese	4	0
Russian	17	7
Total:	211	37

FLI will be featured during the second week of the spring semester in The Standard and future articles and ads are planned for later this semester. We are also planning to feature articles about the FLI in newspapers at our partner institutions.

In addition to for-credit classes, we will offer a series of non-credit courses in spring for the students and community. We hope to see increased enrollment in courses for travelers, which will be offered in all eight FLI languages, as well as Spanish and French. We hope to see many Study Away program students sign up for these courses.

The FLI is working on plans for summer camps for middle school children, which will be taught by Missouri State students.

India Operations

We assessed transcripts for five new Indian students the first week of the spring semester and have an additional three transferring from other institutions. Liban George and Kent Thomas will be in India from 15-25 January, visiting Mumbai, Hyderabad, Chennai, Vijayawada and Bhimavaram, visiting agents, talking to potential Indian students and parents, conducting news conferences, and coordinating with partner institutions.

International Leadership and Training Center

The Spring Semester priority project for the ILTC is continuation of the Ningxia (China) Agriculture Education Program. Fifty students from Ningxia University are enrolled in 12 credit hours of coursework in the Darr School of Agriculture. A combination of customized courses and existing offerings make up the schedule for the students, who are divided into six groups according to their major areas of study in China: grape and wine engineering, wine marketing, agronomy, grassland science, animal science and animal medicine.

Ten faculty members from Ningxia University's Agriculture and Wine Schools are participating in a parallel professional development track that includes English language study, observation of Missouri State courses in their areas of specialty, and a seminar class on American Higher Education. Ningxia University students and faculty will also participate in study tours and practicum experiences at farms, ranches, agribusinesses and wineries throughout Missouri.

International Services

There are 1,578 international students, representing 74 countries, studying at MSU this semester, as compared to 1,493 in spring 2015. International student enrollment has increased by 85.

IS received 648 applications and admitted 414 students for the 2016 spring semester. At this same time last year, IS had received 621 applications and had admitted 386. This reflects an overall increase of 27 international student applications from spring 2015 with 28 newly admitted students for 2016. China remains Missouri State's number one feeder country with 895 Chinese students currently enrolled. Saudi Arabia is Missouri State's second largest international student population with 261 currently enrolled. The third and fourth largest international populations include India at 51 and South Korea at 39 students.

Study Away

A total of 513 Missouri State students studied abroad in 2014-15, compared to 450 students in 2013-14, a 14 percent increase. Of the 513 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 513 students). Based on current applications, Study Away participation will again increase for the 2015-16 academic year.

A total of 47 short-term faculty-led Study Away programs have been approved for 2016. This compares with 39 programs that were completed in 2015.

Sponsored Students

In the fall of 2015, the number of Sponsored Students topped over 300. For the spring 2016 semester, we expect to again have over 300 Sponsored Students attending Missouri State-Springfield. The majority of these students are from Saudi Arabia. Countries currently represented by 10 UGRAD students include: Pakistan, Laos, Saudi Arabia, Costa Rica, and Tunisia.

REPORT FROM ASSISTANT TO PRESIDENT/CHIEF DIVERSITY OFFICER

<u>New Diversity Leadership Team</u>

After the resignation of Dr. Ken Coopwood, H. Wes Pratt, the former Director of the Office of Institutional Equity and Compliance/Equal Opportunity Officer, was appointed by President Clif Smart as Assistant to the President/Chief Diversity Officer. Dr. Gilbert O. Brown, Assistant Dean in the College of Education, was also appointed by Provost Frank Einhellig as the Associate Provost for Diversity.

President Smart has created a diversity and inclusion council of internal and external members who will report directly to the President on diversity and inclusion matters. The structure will allow attention and resources to flow more efficiently to the University's diversity and inclusion programs and initiatives by allowing the President to directly seek counsel on diversity matters. President Smart, Pratt and Brown will co-chair the Council.

Pratt has been directly and indirectly involved in diversity efforts at the University since 2007. He will focus on administration and external relations while being responsible for current and future initiatives within the Division for Diversity and Inclusion. Dr. Brown's experience in increasing the hiring and retention of diverse faculty in the College of Education will enable the university to maintain and expand inclusion momentum in colleges across the campus. This collaborative approach to our diversity efforts will benefit students, faculty and staff by improving access and success, curricula, student development and campus climate.

A community reception at the Davis-Harrington Welcome Center was held on Tuesday, January 19th, from 5:00 – 6:30 P.M.

<u>Statewide Collaborative Diversity Conference (SDC) Expansion</u>

Planning for the SDC continues with speakers/presenters being finalized for the conference. Students are taking advantage of the 50 free registration slots provided by a donor. Legal Services of Southern Missouri and the Springfield Area Human Resources Association are sponsors this year, as well as partnering with our university to provide sessions that benefit their members by providing CEUs

<u>Post-Climate Study Activity</u>

President Smart and Chief Diversity Officer Pratt met with Diversity Climate Study Task Force and outlined plan for Task Force completing review of study and development of recommendations within 4-6 weeks. The group will identify priorities for the university to address and implement.

1

Difficulty Dialogues Series

The next *Shattering the Silences* presentation will be Tuesday, February 9th in the PSU Theater at 6:00 P.M. with the production of a powerful one-act drama, *Dutchman* by Amiri Baraka. The play is a searing two-character confrontation that begins playfully but builds rapidly in suspense and symbolic resonance. Written in the 1960's, it continues to reflect the turbulence of race and gender relations in the U.S. The event is free and Open to the Public and will be followed by a Q & A Session.

Plans are also underway for the CDO to co-host the campus series *Tough Talks* created by MSU Instructor and businessman Lyle Q. Foster

Scholar 2 Scholar Program

Planning is continuing on the implementation of the program created by Diversity Fellow, Dr. Jamaine Abidogun and there is an interest by at least one department of funding a research assistant position to support its diversity goals.

Faculty Mentoring Program

The Faculty Mentoring Program created by Diversity Fellow Dr. Sabrina Brinson was recognized by the new diversity leadership team, the CDO and Associate Provost for Diversity, as a viable approach to enhance the university's diverse faculty retention efforts through partnering and mentoring approaches supporting new faculty members through tenure and promotion.

Lumina Diversity Train the Trainer Program

Several Missouri State University faculty and staff will engage in the Diversity Train the Trainer opportunity to better equip faculty and instructors to work with students from historically underrepresented backgrounds. The training is available through a Lumina Grant that was secured through the Community Partnership for Attainment Springfield 2025 Higher Education Project. The first training session began January 20th and will be attended from representatives from the Springfield Public Schools, Ozarks Technical Community College, and Drury University. Missouri State faculty members Dr. Leslie Anderson and Instructor Lyle Foster are the facilitators for the 4 training sessions taking place at the Mid-town Carnegie Library.

2

Missouri State University Board of Governors
Feb. 5, 2016, meeting
Report by Dr. Drew Bennett
Chancellor, West Plains Campus

- **Educator of the Year:** At the West Plains Chamber of Commerce awards banquet, Assistant Professor of Agriculture/Entrepreneurship Cathy Proffitt-Boys received the Educator of the Year award. She also serves as division chair of business, applied technology and public service. She inspires her students and leads the faculty in her division to provide quality educational opportunities to hundreds of students. Her peers praise her for her dedication to the students she teaches and advises, and for her willingness to serve as a mentor and adviser for fellow faculty and community members. When asked to describe Cathy, one response was "excellent educator-students love and value her expertise and passion."

- **CAAP Scores**: For the past 12 years, students at Missouri State-West Plains have scored above the national average in all categories of the Collegiate Assessment of Academic Proficiency (CAAP) examination. Results of the test, which is administered nationwide to graduates of two-year degree programs, were recently released for 2015 graduates and show Missouri State-West Plains students scored above the national mean score in all five categories of the examination. Those categories include writing skills, mathematics, reading, critical thinking and science reasoning. Graduates have scored at or above the national average in all five subject areas for 20 consecutive years. This is independent, empirical data that proves our students are learning what is expected at an institution of higher education based on national standards.

- **High School Counselors and A+ Coordinators meeting**: Twenty-two counselors and A+ Program coordinators from 12 area high schools attended the annual High School Counselors/A+ Coordinators meeting and luncheon hosted Dec. 4 by the admissions office at Missouri State University-West Plains.

REPORT BY STUDENT BODY PRESIDENT

Ms. Ashley Crisafulli, President of the Student Body, will make a report to the Board of Governors.

Student Affairs Report
Missouri State University Board of Governors
February 5, 2016

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. Highlights since the December Board Meeting include:

Enrollment Management:
We opened the spring semester with 19,935 students, up 402 (2.1%) over 2015. The credit hour total is 229,288, up 6,584 (3.0%). Here are some other observations:

- Enrollment of undergraduate degree-seeking students is 15,204, up 416 (2.8%). In the freshman, sophomore, and junior classes combined, we are up 599 (6.7%), while the number of seniors is 5,660, down 183 (3.1%).
- Enrollment of graduate degree or certificate-seeking students is 2,908, down 48 (1.6%).
- Enrollment of new students is down slightly in all categories. The total new student enrollment is 1,185, down 58 (4.7%).
- Enrollment of students in underrepresented groups by race/ethnicity is 2,409, up 106 (4.6%).
- Enrollment of international students is 1,315, up 60 (4.8%).
- Enrollment in the age 18-21 category is up 810 (8.7%), while the combined enrollment of students age 22 and older is down 376 (4.1%).
- While the number of online credit hours continues to increase (the opening day total is 31,167, up 3,077 or 11.0%), the number of students taking at least one online class is 210 (3.0%) fewer. This may be due to departments utilizing course restrictions to reserve online courses for students in alternate pathway programs.

Foster Recreation Center:
- BearFit *FREE* Week classes hosted 730 students in the FRC (1/11-1/16). BearFit classes are group fitness classes held in the Rec Center featuring POUND©, ZUMBA©, Piloxing©, and much more.
- Campus Recreation will host the first Missouri Intramural Basketball Officials Clinic on January 30th.
- Log Rolling lessons and open sessions are scheduled in the Rec Center pool culminating with a tournament on February 13th.
- Campus Rec and the office of Community Involvement & Service are teaming up to provide swimming lessons in the Rec Center for Champion Athletes of the Ozarks participants. Champion Athletes of the Ozarks serves children and adults with disabilities living in the Ozarks area.

Multicultural Services and Access Programs:
- Plans for the new Multicultural Resource Center Annex are underway. Carpet and furniture have been ordered based on student feedback and completion of the new space is scheduled for mid-March.
- Dr. Lori Patton Davis, Associate Professor of Higher Education and national expert on cultural centers will serve as a consultant and be on campus February 17-20th.
- The Dean of Students Office is putting together a team of students, faculty, and staff to respond to instances of perceived hate or bias, which will include a system for reporting such incidents on-line, phone, or in-person. When a bias-related incident occurs, a coordinated and timely university response will be implemented. Through voluntary participation in **bias incident response team** interventions, the team intends to help foster a sense of civility, respect and understanding to support an inclusive and diverse campus community. The team and the on-line reporting function will start on Monday, Feb 1.

MSU Bookstore:
- The Bookstore textbook reservation program continues to grow reaching nearly 6,000 for the spring semester.
- The Bookstore is now using VERBA, a third party, software package that compares and evaluates our textbook prices to our on-line competitors, making pricing adjustment recommendations, so we can remain competitive.

- Sales for the January Rush period increased 3.4%. Year-to-date Sales have increased 6.7%.

The Dean of Students:
- **New Student and Family Programs** recently oriented 84 new students to Missouri State for the spring 2016 semester. Our two one-day sessions occurred on January 7 & 8th.
- The **Office of Student Engagement** in the Plaster Student Union hosted its annual Governing Council and Chapter Presidents Retreat. Over 50 leaders of the Fraternity/Sorority community attended the retreat to discuss goals and strategies to improve the community.
- The **Plaster Student Union**, in partnership with Chartwells, has put forth a proposal to replace Red Mango with BurritoBowl, in the PSU Food Court. A sampling of the menu items offered will take place in February, to receive further student input into the proposal. If approved, the concept is slated to open for the fall 2016 semester.
- The **Counseling Center** has transitioned to Titanium Software. Titanium is an electronic client scheduling/notation program. The Counseling Center will soon be 100% electronic with the addition of Samsung Galaxy tablets to be used for inputting student initial demographic data and intake history into the computer. Titanium is utilized by over 1,000 universities and colleges worldwide and has an outstanding reputation for quality, efficiency and security in maintaining client schedules and information.
- The **Counseling Center** is introducing a new process for scheduling initial, non-crisis counseling appointments. Students will now call the office at X 65116 to arrange for an initial consultation with a counselor, rather than just showing up at the counseling center and requesting an appointment. This new process will provide over 60 opportunities per week for new, initial consultations for students. As always, students experiencing a crisis may call the office at X 65116 or show up at the Counseling Center in Carrington Hall, Room 311, to obtain a crisis appointment.
- **Student Conduct** held a training session for graduate hall directors on creating their conduct philosophy.

Residence Life, Housing and Dining:
- Living Learning Communities for the 16-17 year will include 3 new offerings: Education, Agriculture and an upperclassmen offering in Sunvilla related to Global issues and different cultures. This will result in a total of 15 LLC's in our system.
- To date, 1,000 contracts have been received for housing for the 16-17 academic year. Current residents are in the midst of reapplying for 16-17.

Taylor Health and Wellness Center:
- The Building Committee for the new University Health and Wellness Center held its initial meeting on January 8th.
- This committee, which includes three student leaders, is meeting every two weeks this semester with the architects of Hastings and Chivetta.
- The schematic design phase is the initial work of the committee. This schematic design should be completed by the middle of March.

Respectfully submitted by,

Dr. Dee Siscoe
Vice President for Student Affairs

RECOMMENDED ACTION – Offer of commendation to Caleb Doyle for service as Student Governor for Missouri State University.

Whereas, Caleb Doyle has served from June 2014 through December 2015, at the appointment of the Governor of the State of Missouri, as Student Governor for Missouri State University; and

Whereas, Caleb Doyle has been conscientious and competent in fulfilling the duties of Student Governor as prescribed by the statutes of the State of Missouri; and

Whereas, Caleb Doyle has worked effectively and participated actively in Board affairs, thus providing a clear and respected voice for the students of Missouri State University; and

Whereas, Caleb Doyle has continually demonstrated his dedication to the University and his fellow students through many leadership and service roles in co-curricular activities; and

Whereas, Caleb Doyle has conducted himself in a manner appropriately befitting the student member of the governing board of this University;

Be It Now Resolved, by the Board of Governors for Missouri State University, that we commend Caleb Doyle for outstanding service as Student Governor for Missouri State University.

VOTE: AYE _____

          NAY _____

MarCom updates since the December 11, 2015 meeting:

Branding
We have presented the branding refresh concept to key stakeholders on campus to very positive reviews. We have just received the first draft of the guidelines that will be used to roll it out to key users on campus by early February.

University Communications
The search for Director of University Communications was posted in early November. There were many qualified applicants. It appears the position will be filled by early to mid-March, as planned.

REPORT FROM STAFF SENATE

Ms. Christina Bowles, Chairperson of the Staff Senate, will make a report to the Board

regarding the following topics:

1. Update on Staff Satisfaction Survey
2. Results of Holiday Gift Drive
3. Results of Tours of News Buildings
4. Our Scholarship Recipients

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 November		Running Totals		
	Year	No.	Amount	No.	Amount	No.	Amount	No.	Amount	Year
Annual Gifts	FY 15	3,568	$173,108	54	$208,073	3,622	$381,181	18,152	$2,599,094	FY 15
	FY 16	3,907	$192,080	81	$482,044	3,988	$674,124	19,052	$3,056,704	**FY 16**
Special Campaigns	FY 15	226	$21,428	12	$873,849	238	$895,277	853	$2,447,459	FY 15
	FY 16	46	$4,985	7	$54,505	53	$59,490	727	$875,408	**FY 16**
One Time Gifts	FY 15	0	$0	10	$108,061	10	$108,061	42	$1,513,416	FY 15
	FY 16	0	$0	3	$15,500	3	$15,500	34	$506,271	**FY 16**
	FY 15	3,794	$194,536	76	$1,189,983	3,870	$1,384,519	19,047	$6,559,969	FY 15
TOTALS	**FY 16**	3,953	$197,065	91	$552,049	4,044	$749,114	19,813	$4,438,383	**FY 16**

MISSOURI STATE UNIVERSITY FOUNDATION
INCOME SUMMARY TOTALS BY TYPE AND SOURCE
07/01/2015 TO 11/30/2015

SOURCE	UNRESTRICTED CURRENT	RESTRICTED CURRENT	ENDOWMENT	GIFTS OF PROPERTY	TOTAL 7/1/2015 TO 11/30/2015	TOTAL 7/1/2014 TO 11/30/2014
			G I F T S			
ALUMNI	$37,386	$1,055,991	$125,353	$13,631	$1,232,361	$945,125
FRIENDS	2,974	1,286,417	51,097	18,252	$1,358,740	1,924,347
PARENTS	1,010	66,517	2,370	1,265	$71,162	64,983
FOUNDATIONS	0	164,494	900	0	$165,394	1,042,917
ORGANIZATIONS	50	17,351	11,585	1,437	$30,423	151,454
BUSINESSES	10,853	1,426,638	55,700	87,111	$1,580,302	2,431,143
GIFT TOTAL	$52,272	$4,017,408	$247,006	$121,697	$4,438,383	$6,559,969

	NUMBER OF DONORS 7/1/2015 TO 11/30/2015	NUMBER OF DONORS 7/1/2014 TO 11/30/2014
ALUMNI	4,085	4,083
FRIENDS	6,586	6,173
PARENTS	960	751
FOUNDATIONS	19	21
ORGANIZATIONS	50	46
BUSINESSES	606	571
TOTAL	12,306	11,645

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

| | | MONTHLY | | | | | | YEAR-TO-DATE | | |
| | | Designations under $1,000 | | Designations $1,000 and over | | Totals for December | | Running Totals | | |
	Year	No.	Amount	No.	Amount	No.	Amount	No.	Amount	Year
Annual Gifts	FY 15	4,613	$297,637	207	$1,176,668	4,820	$1,474,305	22,972	$4,073,399	FY 15
	FY 16	4,511	$283,782	208	$1,147,990	4,719	$1,431,772	23,781	$4,491,984	**FY 16**
Special Campaigns	FY 15	54	$4,872	21	$580,448	75	$585,320	928	$3,032,779	FY 15
	FY 16	81	$9,257	29	$759,268	110	$768,525	838	$1,643,933	**FY 16**
One Time Gifts	FY 15	0	$0	9	$184,019	9	$184,019	51	$1,697,435	FY 15
	FY 16	0	$0	15	$3,648,338	15	$3,648,338	49	$4,199,609	**FY 16**
TOTALS	FY 15	4,667	$302,509	237	$1,941,135	4,904	$2,243,644	23,951	$8,803,613	FY 15
	FY 16	4,592	$293,039	252	$5,555,596	4,844	$5,848,635	24,668	$10,335,526	**FY 16**

MISSOURI STATE UNIVERSITY FOUNDATION
INCOME SUMMARY TOTALS BY TYPE AND SOURCE
07/01/2015 TO 12/31/2015

SOURCE	UNRESTRICTED CURRENT	RESTRICTED CURRENT	ENDOWMENT	GIFTS OF PROPERTY	TOTAL 7/1/2015 TO 12/31/2015	TOTAL 7/1/2014 TO 12/31/2014
			GIFTS			
ALUMNI	$63,596	$1,813,806	$227,723	$13,781	$2,118,906	$1,486,111
FRIENDS	5,421	1,583,631	137,783	26,191	$1,753,025	2,435,568
PARENTS	1,736	83,001	3,268	1,265	$89,270	80,853
FOUNDATIONS	3,100	226,382	900	0	$230,382	1,126,505
ORGANIZATIONS	5,075	216,567	53,485	3,513,436	$3,788,562	361,150
BUSINESSES	11,903	1,785,228	283,423	274,825	$2,355,380	3,313,426
GIFT TOTAL	$90,831	$5,708,615	$706,582	$3,829,498	$10,335,526	$8,803,613

	NUMBER OF DONORS 7/1/2015 TO 12/31/2015	NUMBER OF DONORS 7/1/2014 TO 12/31/2014
ALUMNI	4,852	4,865
FRIENDS	8,057	7,679
PARENTS	1,179	1,014
FOUNDATIONS	31	29
ORGANIZATIONS	82	78
BUSINESSES	674	770
TOTAL	14,875	14,435

<u>XIII.A.</u>

RECOMMENDED ACTION - Approval of Amendment to *Employee Handbook for Administrative, Professional and Support Staff and Employees* and related policies.

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

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

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

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

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

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

VOTE: **AYE** ____

        NAY____

COMMENTS:

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

4.3.5.2   reflects change in operation process of Employee-Initiated Transfers
- Provides flexibility to the cost center to determine salary levels when dealing with lateral transfers and transfers to a job with a lower midpoint.

4.3.7   reflects change in operation process of Within-Grade Salary Adjustments
- Provides flexibility to the cost center, budget permitting, to determine within-grade salary adjustments, in instances where additional responsibilities from a reorganization or implementation of a new organizational initiative have taken place, or identifying top tier employees.

6.1.4   reflects clarification in language to Long-Term Care Insurance
- Updates benefit status change. The University provider stopped new enrollments. The University will bid this year and offer during open enrollment in late Fall 2016.

6.4.1   reflects change in operation process of Credit Course Fee Waivers
- Updates instructions from a paper-driven process to an electronic process.

6.11.4   reflects changes in Campus Communications
- Incorporates Inside Missouri State as an internal communication tool.

6.11.5   reflects changes in operation process of the University charge account plan to My Payment Plan.
- Updates process to allow students, faculty, and staff in good financial standing to make charges on their accounts in accordance with My Payment Plan.

6.11.6   reflects a time change for the Bursar's Office for Check Cashing Privileges
- Updates Bursar's Office operating hours and location.

11.0   reflects addition of Delegation of Responsibility provision
- Adds a delegation of responsibility provision to the President to establish, implement, and make appropriate modifications when necessary. Identified changes will be reported to the Board of Governors.

CURRENT:

4.3.5.2 Employee-Initiated Transfers

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

    a. **Lateral Transfer** A lateral transfer occurs when the transfer is to a different position within the same job or to a different job that has the same salary range. Normally, there is no change to the employee's salary resulting from a lateral transfer.

    b. **Transfer to a Job with a Lower Midpoint** When the transfer is to a job that has a salary range with a lower midpoint than the employee's current salary range, the employee's salary may be reduced to a level commensurate with the value of the new job as determined by the midpoint of the new salary range.

        o   If the employee's salary is at or below the midpoint of the new salary range, the salary does not change.

        o   If the employee's salary is above the midpoint but at or below the maximum of the new salary range, the salary will be reduced to the midpoint of the new salary range but cannot exceed a 10% reduction in salary. The new salary cannot exceed the maximum of the new salary range.

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

CHANGES:

4.3.5.2 Employee-Initiated Transfers

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

    a. **Lateral Transfer** A lateral transfer occurs when the transfer is to a different position within the same job or to a different job that has the same salary range. ~~Normally,~~ There may or may not be a ~~is no~~ change to the employee's salary resulting from a

lateral transfer. Such decision will be solely dependent upon the decision of the cost center to which the transfer is made.

b. **Transfer to a Job with a Lower Midpoint** When the transfer is to a job that has a salary range with a lower midpoint than the employee's current salary range, the employee is not entitled to retain their current salary. 's salary may be reduced to a level commensurate with the value of the new job as determined by the midpoint of the new salary range.

o If the employee's salary is at or below the midpoint of the new salary range, the salary does not change.

o If the employee's salary is above the midpoint but at or below the maximum of the new salary range, the salary will be reduced to the midpoint of the new salary range but cannot exceed a 10% reduction in salary. The new salary cannot exceed the maximum of the new salary range.

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

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

FINAL PROPOSED:

4.3.5.2 Employee-Initiated Transfers

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

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

     b.   **Transfer to a Job with a Lower Midpoint**   When the transfer is to a job that has a salary range with a lower midpoint than the employee's current salary range, the employee is not entitled to retain their current salary.

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

CURRENT:

4.3.7 Within-Grade Salary Adjustments

A within-grade salary adjustment is a salary increase without a change in grade and can be requested for employees for one of the following reasons:

- Internal equity – may be used to address salary inequities among individuals who are in positions that require similar skills, responsibilities and experience.
- Special market considerations – may be used when there are compelling market reasons for an adjustment.
- Reorganization due to permanent reductions in staffing – a salary increase of no more than 12%, not to exceed the maximum salary of the pay range, may be provided for employees who are assigned significant additional, ongoing job duties as a result of a permanent reduction in staffing; subsequent equity adjustments may be needed for other employees within the department. Documentation of the elimination of a line or lines and cost saving analysis must accompany PAFs for cost center review, approval, and record retention.
- Sustained commendable job performance – employees with salaries below the midpoint of their salary range who have an ADP score of 4.5 or more for the previous 3 years may receive a salary increase every third year of employment in the amount required to bring their salary to the midpoint of their pay range, but no more than 12% of current base salary. Documentation of the previous three ADP scores must accompany the PAF.

The Department Head will determine the appropriateness and amount of the in-grade salary adjustment with input from the Office of Human Resources and approval of the major cost center administrator.

CHANGES:

4.3.7 Within-Grade Salary Adjustments

A within-grade salary adjustment is a salary increase without a change in grade and can be requested for employees for one of the following reasons:

- Internal equity – may be used to address salary inequities among individuals who are in positions that require similar skills, responsibilities and experience.

- Special market considerations – may be used when there are compelling market reasons for an adjustment.

- ~~Reorganization due to permanent reductions in staffing~~ Additional Responsibilities – a salary increase of no more than 12%, not to exceed the maximum salary of the pay range, may be provided for employees who are assigned significant additional, ongoing job duties resulting from a reorganization or implementation of a new organizational initiative. ~~as a result of a permanent reduction in staffing;~~ sSubsequent equity adjustments may be needed for other employees within the department. Documentation of ~~the elimination of a line or lines and cost saving analysis~~ additional responsibilities must accompany the PAF. ~~s for cost center review, approval, and record retention.~~

- Sustained commendable job performance – at the discretion of the cost center, dependent upon adequate budgeting, employees ~~with salaries below the midpoint of their salary range~~ who have an ADP score ~~of 4.5 or more~~ in the top tier of their cost center for the previous 3 years may receive a salary increase of no more than 12% every third year of employment, ~~in the amount required to bring their salary to the midpoint of their pay range, but no more than 12% of current base salary.~~ not to exceed the maximum of the salary of the pay range. Documentation of the previous three ADP scores and their cost center standing must accompany the PAF.

The Department Head will determine the appropriateness and amount of the in-grade salary adjustment with input from the Office of Human Resources and approval of the major cost center administrator.

FINAL PROPOSED:

4.3.7 Within-Grade Salary Adjustments

A within-grade salary adjustment is a salary increase without a change in grade and can be requested for employees for one of the following reasons:

- Internal equity – may be used to address salary inequities among individuals who are in positions that require similar skills, responsibilities, and experience.

- Special market considerations – may be used when there are compelling market reasons for an adjustment.

- Additional Responsibilities – a salary increase of no more than 12%, not to exceed the maximum salary of the pay range, may be provided for employees who are assigned significant additional, ongoing job duties resulting from a reorganization or implementation of a new organizational initiative. Subsequent equity adjustments may be needed for other employees within the department. Documentation of additional responsibilities must accompany the PAF.

- Sustained commendable job performance – at the discretion of the cost center, dependent upon adequate budgeting, employees who have an ADP score in the top tier of their cost center for the previous 3 years may receive a salary increase of no more than 12% every

third year of employment, not to exceed the maximum salary of the pay range. Documentation of the previous three ADP scores and their cost center standing must accompany the PAF.

The Department Head will determine the appropriateness and amount of the in-grade salary adjustment with input from the Office of Human Resources and approval of the major cost center administrator.

CURRENT:

6.1.4 Long-Term Care Insurance

Full-time regular employees and their spouses, parents and parents-in-law as well as retirees and their spouses, are eligible to apply for Long-Term Care insurance. Because the University does not contribute to the cost of an employee's Long-Term Care insurance policy, purchasing a policy is completely voluntary. Long-Term Care insurance provides coverage for a wide range of personal care, health care and social services for people of all ages who can no longer care for themselves due to chronic illness, long-lasting disability, or the effects of aging. Most health care plans do not cover the costs associated with such care, and Medicare provides very limited coverage. Employees who elect to purchase a Long-Term Care policy within 31 days of employment are not required to answer questions about their health. Employees who apply for coverage after 31 days of employment, as well as spouses, retirees, parents, and parents-in-law must answer questions about their health before their applications will be considered by the insurance company.

CHANGES:

6.1.4 Long-Term Care Insurance

Currently, the University does not offer Long-Term Care Insurance due to the University's provider stopping new enrollments. However, full-time regular employees and their spouses, parents and parents-in-law, as well as retirees and their spouses, ~~are eligible to apply for~~ who obtained coverage under the previous provider will continue to be covered with Long-Term Care insurance as long as they continue to pay the premiums. ~~Because the University does not contribute to the cost of an employee's Long-Term Care insurance policy, purchasing a policy is completely voluntary~~. Long-Term Care insurance provides coverage for a wide range of personal care, health care and social services for people of all ages who can no longer care for themselves due to chronic illness, long-lasting disability, or the effects of aging. Most health care plans do not cover the costs associated with such care, and Medicare provides very limited coverage. ~~Employees who elect to purchase a Long-Term Care policy within 31 days of employment are not required to answer questions about their health. Employees who apply for coverage after 31 days of employment, as well as spouses, retirees, parents, and parents-in-law must answer questions about their health before their applications will be considered by the insurance company.~~ The University's current Group Universal Life Insurance coverage has provisions that allow access to some of the life benefits if long-term care becomes necessary for

the insured. Please contact Human Resources for more information as we obtain a new provider.

FINAL PROPOSED:

6.1.4 Long-Term Care Insurance

Currently, the University does not offer Long-Term Care Insurance due to the University's provider stopping new enrollments. However, full-time regular employees and their spouses, parents and parents-in-law, as well as retirees and their spouses, who obtained coverage under the previous provider will continue to be covered with Long-Term Care insurance as long as they continue to pay the premiums. Long-Term Care insurance provides coverage for a wide range of personal care, health care and social services for people of all ages who can no longer care for themselves due to chronic illness, long-lasting disability, or the effects of aging. Most health care plans do not cover the costs associated with such care, and Medicare provides very limited coverage. The University's current Group Universal Life Insurance coverage has provisions that allow access to some of the life benefits if long-term care becomes necessary for the insured. Please contact Human Resources for more information as we obtain a new provider.

CURRENT:

6.4.1 Credit Course Fee Waivers

Full-time regular employees are eligible to enroll at Missouri State University for a total of 15 credit hours of college-level courses in an academic year (12-month period beginning with the fall semester) and have their required student fees paid by the University. If a husband and wife both are full-time employees of the University, they have a combined total of 30 credit hours for which the University will pay the required student fees during an academic year. In order for the University to pay the required student fees, employees must be employed by the University prior to the start of the semester for which they have enrolled and intend to use the fee waiver benefit. If the employee terminates employment prior to the start of the semester in which the University has paid the required student fees, the University will cancel the payment of those fees and will bill the person who received the fee waiver for the amount due the University.

Employees who have used their 15 credit hour benefit during a given academic year, and who enroll in additional courses at Missouri State University during the same academic year, must pay the required student fees for those additional courses. This benefit is not applicable to book costs or any special fee pertaining to a specific class or private instruction.

Employees may assign part or all of the 15 credit hour benefit to their spouse, sponsored dependent and/or their eligible dependent children. For purposes of this policy, the Internal Revenue Code defines an eligible dependent child as an employee's son, stepson, daughter, or stepdaughter. Such children must be a dependent of the employee and must not have attained

the age of 24 years at the start of the semester in which the credit hour fee waiver is applied. In addition, children of divorced or separated parents are treated as a dependent of both parents where (1) the parents are divorced, legally separated, or separated under a written separation agreement; and (2) the children receive over half of their support from their parents. The spouse, sponsored dependent and/or eligible dependent children must have been admitted to Missouri State University or must qualify for the high school senior early admission program.

The purpose of offering credit course fee waivers through the Employee Educational Opportunity Program is to (1) encourage overall employee improvement (2) encourage development of qualifications which may increase an employee's skill in his/her present job or lead to advancement through additional education, and/or (3) enhance the fringe benefit program by extending course enrollment benefits to spouses and eligible dependents.

The following requirements must be met in order for an employee to participate in this program:

- The individual receiving the fee waiver must file an application for admission or readmission with the Office of Admissions and Recruitment and must meet all academic admission requirements stipulated in the *Missouri State University Undergraduate Catalog* or the *Missouri State University Graduate Catalog.* (See calendar in *Catalog* and *Class Schedule* for deadlines).

- Courses taken by employees (1) must be taken outside assigned scheduled working hours, or (2) an equivalent adjustment must be made in the employee's work schedule to make up the time away from work, or (3) an equivalent adjustment must be made by requesting leave without pay, or (4) the time away from work must be requested as vacation leave.

- Employees are expected to work 40 hours weekly. Work schedule adjustments may be made within the department. However, the adjustment must be approved by the department head or supervisor in advance and should not be considered if it interferes with the normal operations of the department.

- Participation in the program is voluntary. Responsibility for course work rests with the individual and work hours are not to be used for class preparation.

- Employees using this benefit must submit a completed Request for Credit Course Fee Waiver form and copy of course schedule to the Office of Human Resources after registering.

CHANGES: (Change last bullet only)

- Employees using this benefit ~~must submit a completed Request for Credit Course Fee Waiver form and copy of course schedule to the Office of Human Resources after registering~~ can access the automated fee waiver system by logging onto my.missourisate.edu, Profile, Employment Details, Fee Waiver.

FINAL PROPOSED:

6.4.1 Credit Course Fee Waivers

Full-time regular employees are eligible to enroll at Missouri State University for a total of 15 credit hours of college-level courses in an academic year (12-month period beginning with the fall semester) and have their required student fees paid by the University. If a husband and wife both are full-time employees of the University, they have a combined total of 30 credit hours for which the University will pay the required student fees during an academic year. In order for the University to pay the required student fees, employees must be employed by the University prior to the start of the semester for which they have enrolled and intend to use the fee waiver benefit. If the employee terminates employment prior to the start of the semester in which the University has paid the required student fees, the University will cancel the payment of those fees and will bill the person who received the fee waiver for the amount due the University.

Employees who have used their 15 credit hour benefit during a given academic year, and who enroll in additional courses at Missouri State University during the same academic year, must pay the required student fees for those additional courses. This benefit is not applicable to book costs or any special fee pertaining to a specific class or private instruction.

Employees may assign part or all of the 15 credit hour benefit to their spouse, sponsored dependent and/or their eligible dependent children. For purposes of this policy, the Internal Revenue Code defines an eligible dependent child as an employee's son, stepson, daughter, or stepdaughter. Such children must be a dependent of the employee and must not have attained the age of 24 years at the start of the semester in which the credit hour fee waiver is applied. In addition, children of divorced or separated parents are treated as a dependent of both parents where (1) the parents are divorced, legally separated, or separated under a written separation agreement; and (2) the children receive over half of their support from their parents. The spouse, sponsored dependent and/or eligible dependent children must have been admitted to Missouri State University or must qualify for the high school senior early admission program.

The purpose of offering credit course fee waivers through the Employee Educational Opportunity Program is to (1) encourage overall employee improvement (2) encourage development of qualifications which may increase an employee's skill in his/her present job or lead to advancement through additional education, and/or (3) enhance the fringe benefit program by extending course enrollment benefits to spouses and eligible dependents.

The following requirements must be met in order for an employee to participate in this program:

- The individual receiving the fee waiver must file an application for admission or readmission with the Office of Admissions and Recruitment and must meet all academic admission requirements stipulated in the *Missouri State University Undergraduate Catalog* or the *Missouri State University Graduate Catalog.* (See calendar in *Catalog* and *Class Schedule* for deadlines).
- Courses taken by employees (1) must be taken outside assigned scheduled working hours, or (2) an equivalent adjustment must be made in the employee's work schedule to make up the time away from work, or (3) an equivalent adjustment must be made by requesting leave without pay, or (4) the time away from work must be requested as vacation leave.
- Employees are expected to work 40 hours weekly. Work schedule adjustments may be made within the department. However, the adjustment must be approved by the department head or

supervisor in advance and should not be considered if it interferes with the normal operations of the department.

- Participation in the program is voluntary. Responsibility for course work rests with the individual and work hours are not to be used for class preparation.

- Employees using this benefit can access the automated fee waiver system by logging onto my.missourisate.edu, Profile, Employment Details, Fee Waiver.

CURRENT:

6.11.4 Campus Communications

The main internal communication tools are the university's portal, My Missouri State, and email. Information about current events, news and announcements is available in My Missouri State. *Missouri State Magazine*, geared primarily to alumni and friends of the university, is produced three times each year; and *The Standard*, a student publication, is published weekly when classes are in session. Faculty and staff accomplishments are recognized through the Faculty/Staff Web homepage. Other communication vehicles available are the State-of-the-University Address, which is an annual presidential speech in the fall to inform employees about the main issues facing the campus; the Missouri State website; *Board of Governors Review*, which summarizes Board of Governors meetings; *Clif's Notes*, a periodic electronic communication sent from the President's office to all faculty and staff, as well as student leaders; the *Provost Communiqué*; and other periodic departmental and college newsletters, most of which are distributed electronically.

CHANGES:

6.11.4 Campus Communications

The main internal communication tools are the university's portal, My Missouri State, and email, particularly Inside Missouri State. Information about current events, news and announcements is available in My Missouri State and Inside Missouri State. *Missouri State Magazine*, geared primarily to alumni and friends of the university, is produced three times each year; and *The Standard*, a student publication, is published weekly when classes are in session. Faculty and staff accomplishments are recognized through the Faculty/Staff Web homepage. Other communication vehicles available are the State-of-the-University Address, which is an annual presidential speech in the fall to inform employees about the main issues facing the campus; the Missouri State website; *Board of Governors Review*, which summarizes Board of Governors meetings; *Clif's Notes, a periodic electronic communication sent from the President's office to all faculty and staff, as well as student leaders; the Provost Communiqué;* and other periodic departmental and college newsletters, most of which are distributed electronically.

FINAL PROPOSED:

6.11.4 Campus Communications

The main internal communication tools are the university's portal, My Missouri State, and email, particularly Inside Missouri State. Information about current events, news and announcements is available in My Missouri State and Inside Missouri State. *Missouri State Magazine*, geared primarily to alumni and friends of the university, is produced three times each year; and *The Standard*, a student publication, is published weekly when classes are in session. Faculty and staff accomplishments are recognized through the Faculty/Staff Web homepage. Other communication vehicles available are the State-of-the-University Address, which is an annual presidential speech in the fall to inform employees about the main issues facing the campus; the Missouri State website; *Board of Governors Review*, which summarizes Board of Governors meetings; and other periodic departmental and college newsletters, most of which are distributed electronically.

CURRENT:

6.11.5 Charge Account

The University has a charge account plan which allows full-time employees to use their identification numbers to charge miscellaneous expenses and fines, including Taylor Health and Wellness Center expenses, Missouri State Bookstore charges, and library fines. Employees interested in requesting this service should contact the Financial Services Office.

CHANGES:

~~The University has a charge account plan which allows full-time employees to use their identification numbers to charge miscellaneous expenses and fines, including Taylor Health and Wellness Center expenses, Missouri State Bookstore charges, and library fines. Employees interested in requesting this service should contact the Financial Services Office~~. Missouri State University allows students, faculty and staff in good financial standing to make charges on their accounts for required student fees, residence hall charges, 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.

FINAL PROPOSED:

6.11.5 Charge Account

Missouri State University allows students, faculty and staff in good financial standing to make charges on their accounts for required student fees, residence hall charges, 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.

CURRENT:

6.11.6 Check Cashing Privileges

Employees may cash personal checks up to $50 per day with their BearPass Card at the Bursar's Office between 8:30 a.m. and 4:30 p.m. Monday through Friday. The Bursar's Office has two locations to serve employees: the main office is located on the first floor of Carrington Hall and the second location is inside the BearPass Card Office in the Plaster Student Union.

On the West Plains campus, employees may cash personal checks up to $10 per day at the Business Office.

CHANGES:

Employees may cash personal checks up to $50 per day with their BearPass Card at the Bursar's Office between 8:30 a.m. and ~~4:30~~ 4:00 p.m. Monday through Friday. The Bursar's Office ~~has two locations to serve employees: the main office~~ is located on the first floor of Carrington Hall. ~~and the second location is inside the BearPass Card Office in the Plaster Student Union.~~

On the West Plains campus, employees may cash personal checks up to $10 per day at the Business Office.

FINAL PROPOSED:

6.11.6 Check Cashing Privileges

Employees may cash personal checks up to $50 per day with their BearPass Card at the Bursar's Office between 8:30 a.m. and 4:00 p.m. Monday through Friday. The Bursar's Office is located on the first floor of Carrington Hall.

On the West Plains campus, employees may cash personal checks up to $10 per day at the Business Office.

NEW PROPOSED:

11.0 Delegation of Responsibility:

Understanding that unanticipated circumstances may require immediate action, and to be able to respond efficiently as necessary in the judgment of the President, that the President of the University is hereby authorized to establish and implement Employee Handbook provisions, or make appropriate modifications to the provisions as set forth here and that such provisions will be immediately effective upon action by the President, but will be reported to the Board at the next meeting of the Board by either the President or designee.

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

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

WHEREAS, G1.05 Non-Discrimination Policy Statement is the governing policy of the University which sets forth the University's commitment to "emphasize[ ] the dignity and equality common to all persons";

WHEREAS, G1.05 Non-Discrimination Policy Statement, which is included verbatim within G7.02-2 University Policies, sets forth several specific bases upon which the University will not discriminate as a matter of policy and consistent with applicable law;

WHEREAS, Administration recommends that G1.05 Non-Discrimination Policy Statement and G7.02-2 University Policies be amended to provide additional bases upon which the University will not and does not discriminate; and

WHEREAS, the proposed revisions are consistent with federal law and/or guidance from the Equal Employment Opportunity Commission ("EEOC") and the U.S. Department of Education's Office for Civil Rights ("OCR").

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

VOTE: **AYE**_____

NAY_____

COMMENTS:

The proposed revisions seek to add six specific (6) bases for non-discrimination to the University's Non-Discrimination Policy Statement, which is set forth at G1.05, and which is included verbatim in G7.02-2 University Policies.

The University's G1.05 Non-Discrimination Policy Statement has long prohibited sex discrimination, as such discrimination is proscribed by Title VII of the Civil Rights Act and Title IX of the United States Education Amendments of 1972. The proposed revisions seek to add "marital status," "family status," "pregnancy," "gender identity," and "gender expression" as specific grounds of non-discrimination. The proposed inclusion of these specific bases is consistent with guidance from the EEOC, OCR, and various federal courts indicating that these additional bases are actually subsets of sex discrimination. Discrimination on the basis of "sexual

orientation" has also been found to be a subset of sex discrimination; however, G1.05 and G7.02-2 already prohibit discrimination on the basis of sexual orientation. Under the proposed revisions, sexual orientation is retained as a specifically listed basis for non-discrimination.

In addition to being consistent with applicable law, the aforementioned revisions will also clarify and confirm the University's commitment to non-discrimination and inclusion. Such clarification and confirmation is particularly appropriate in light of the April 2015 repeal of Springfield's Sexual Orientation and Gender Identity ("SOGI") ordinance, as many members of the University community – faculty, staff, and students – expressed concern and confusion as to whether LGBT members of the campus community would still be protected from discrimination in the wake of the SOGI repeal.

The proposed revisions also seek to add "genetic information" as a specifically enumerated basis for non-discrimination. This proposed addition is consistent with the Genetic Information Nondiscrimination Act of 2008 ("GINA"), which specifically prohibits discrimination on the basis of genetic information.

See attached:
Exhibit A-1 – G1.05 Non-Discrimination Policy Statement (Redline)
Exhibit A-2 – G1.05 Non-Discrimination Policy Statement (Clean)
Exhibit B-1 – G7.02-2 University Policies (Redline)
Exhibit B-2 – G7.02-2 University Policies (Clean)

G1.05 Non-Discrimination Policy Statement

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

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

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

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

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

2.1   NONDISCRIMINATION POLICY STATEMENT

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Board of Governors – February 5, 2016 Meeting
Information Technology Infrastructure

    1. Support Personnel - There are 145 centralized and distributed IT support employees across the Missouri State University System.

Information Services Division – Springfield Campus (74 FTE employees) http://cio.missouristate.edu/
- Computer Service Department
  - Systems and Operations, Management Information Systems, User Support Services
- Networking and Telecommunications Department
- Information Security Department
- BearPass Card Office

IT Services Department – West Plains Campus (12 FTE employees) http://wp.missouristate.edu/IT/
- Systems and Operations
- Management Information Systems
- User Support Services

Distributed IT Support Staff – Springfield Campus (50 FTE employees)
- IT support staff located in various colleges and departments across campus.

Faculty Center for Teaching and Learning (9 FTE employees) http://www.missouristate.edu/fctl/
- Instructional Designers work with faculty to deliver online courses.
- Classroom Instructional Technologies (CIT) unit assists with 300+ technology-enhanced classrooms.

IT Council – http://www.missouristate.edu/itcouncil/
- Plans, coordinates, and reviews major information technology initiatives.
- Ensures initiatives are aligned with the University's mission and planning documents.
- Reviews large information technology purchases.
- Develops information technology policies, procedures, and standards.

    2. Hardware, Software and Related Services – Other components of the University's technology infrastructure include:

Networks – The University's networking and telecommunications infrastructure provides the University community with most types of electronic communications.
- Ethernet connectivity across the University system.
- Approximately 18,000 network jacks and over 5,000 phones.
- Infrastructure recently upgraded to handle ten times the speed.
  - 130 terabytes (130,000,000,000,000) of data per month.
- Wireless networks throughout the University system.
  - Approximately 11,500 wireless devices connect to the network daily.
  - Over 1,450 wireless access points provide service within 100% of University buildings on the Springfield and West Plains campuses.

Computing and Telecommunications Centers – The University has two computing centers on the Springfield campus and one on the West Plains campus. These centers house the equipment utilized by centralized IT staff to provide the University community with the majority of technology services, software, and support.

Information Security – Missouri State uses a layered approach for information security.
- Layer 1 – Networking Infrastructure
    - Network firewalls block approximately nine million malicious packets per day.
    - Intrusion detection and prevention systems stop probes and attacks.
        - 100,000 – 1 million per day
- Layer 2 – Facility and Computing Systems
    - Physically secure, technology-rich facilities ensure safe access.
    - Anti-virus and filtering software protect computing systems.
- Layer 3 – Policies and Information Security Awareness Program
    - Recently updated Information Security Policies can be reviewed at: http://www.missouristate.edu/policy/Ch12_ComputerPolicies.htm
    - New students receive information security briefings during orientation.
    - Employees receive security training prior to obtaining access to restricted information.
    - Various techniques (including social media) are used to deliver information, security notices, and best practices.
- Layer 4 – Identity Management and Access Control
    - User IDs and passwords are assigned for authentication prior to allowing access.
    - Access to information and software applications are granted based on an individual's job.

Information Systems – Information systems provide a variety of self-service applications.
- Banner Enterprise Resource Planning Software integrates Missouri State's many business technology needs into one integrated software system.
- Missouri State develops and maintains numerous web applications for fee waivers, advising notes, projected course offerings, personnel actions, etc.…
- My Missouri State Web Portal is used as a single point of entry for students and employees to utilize University information systems.
- Blackboard Learning Management System provides the software needed to administer, document, track, report and deliver courses entirely or partially online.

Open-access Computer Labs (http://cio.missouristate.edu/USG/open-access-computer-labs.htm) – The University has three open-access computer labs in Springfield and one in West Plains. These labs are available for up to 24 hours a day for all students, faculty, and staff. In addition to the open-access computer labs, the University has 85 discipline specific computer labs located in various colleges.

Help Desk Services (http://helpdesk.missouristate.edu)
- Main Help Desk is located in Cheek Hall on the Springfield Campus.
- Services available to all students (including online), faculty, and staff 24 hours a day.
- Contact by phone (836-5891), in person, email, or web chat.

3. Vision for Information Technology - Dr. Susan Grajek, Vice President of Data, Research and Analytics at EDUCAUSE, spoke at Missouri State in March 2015 as part of the University's visioning project. Her presentation was titled "Top 10 IT Trends for 2015". Immediately following this page is Dr. Grajek's article that parallels her presentation. This article provides a good background for our discussion.

Discussion and Solicitation of Input

- How can the University continue to compete in hiring, retaining, and professionally developing qualified information technology staff?

- How can we leverage existing resources to optimize the use of technology in teaching and learning? How do we determine the appropriate level of technology to use in the classroom and in teaching online?

- How can we continue to develop a technology infrastructure responsive to changing conditions and new opportunities, many of which may not yet have been discovered?

- How can we adapt our existing resources to support mobile, online, cloud, and bring-your-own-device (BYOD) environments? What policies and best practices exist to assist us in this regard?
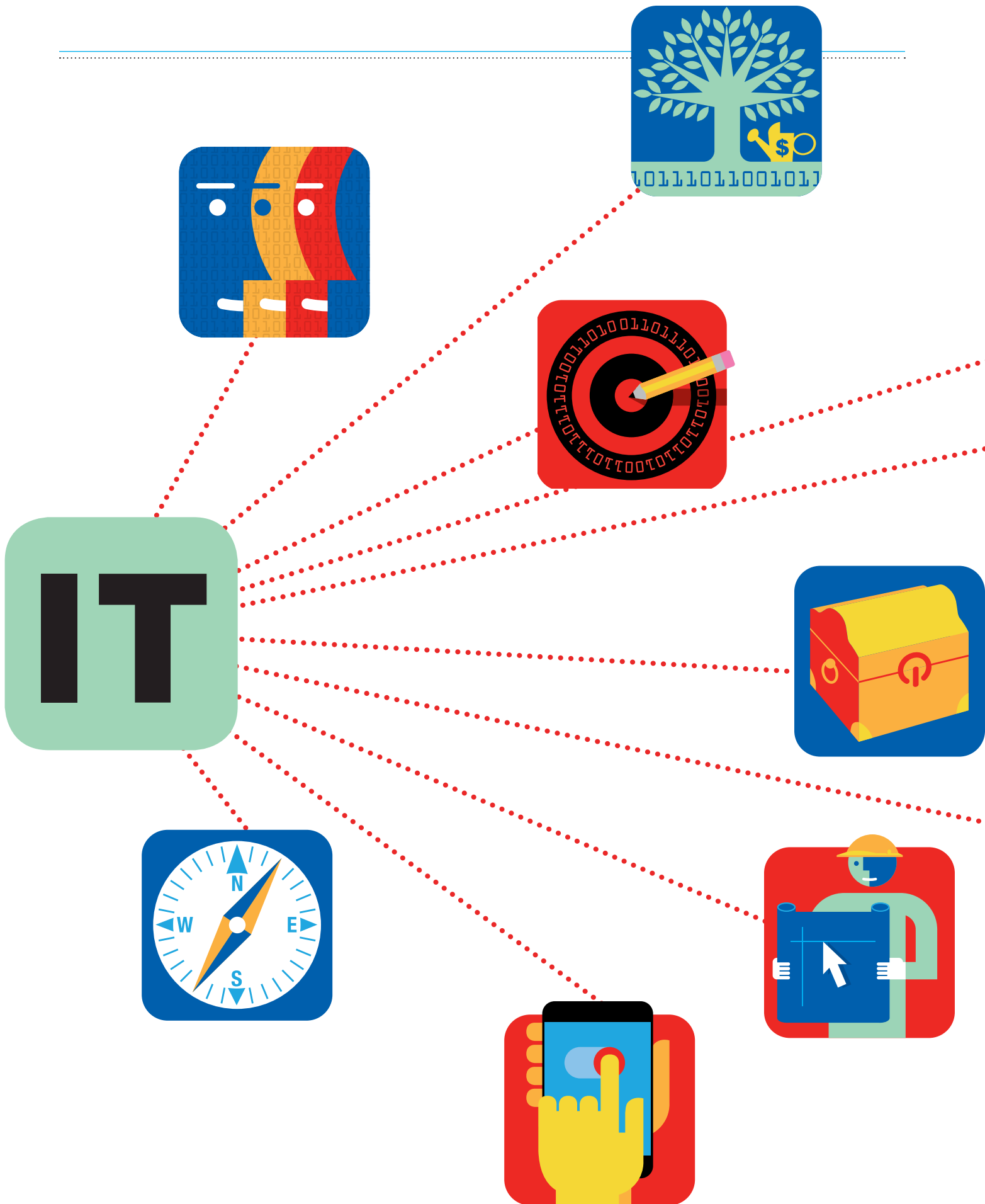
Inflection Point

By Susan Grajek and the 2014–2015 EDUCAUSE IT Issues Panel

Change continues to characterize the EDUCAUSE Top 10 IT Issues in 2015. The pace of change seems not to be slowing but, rather, is increasing and is happening on many fronts. There is reason to believe that higher education information technology has reached an inflection point—the point at which the trends that have dominated thought leadership and have motivated early adopters are now cascading into the mainstream. This inflection point is the biggest of three themes of change characterizing the 2015 EDUCAUSE Top 10 IT Issues (see Figure 1). A second dimension of change is the shifting focus of IT leaders and professionals from technical problems to business problems, along with the ensuing interdependence between the IT organization and business units. Underlying all this strategic change, the day-to-day work of the IT organization goes on. But change dominates even the day-to-day, where challenges are in some ways more complex than ever. This "new normal" is the third theme of change.

FIGURE 1. Focus Areas of the 2015 Top 10 IT Issues

INFLECTION POINT

1. Hiring and retaining qualified staff, and updating the knowledge and skills of existing technology staff

6. Increasing the IT organization's capacity for managing change, despite differing community needs, priorities, and abilities

9. Developing an enterprise IT architecture that can respond to changing conditions and new opportunities

10. Balancing agility, openness, and security

FROM TECHNICAL TO BUSINESS

2. Optimizing the use of technology in teaching and learning in collaboration with academic leadership, including understanding the appropriate level of technology to use

3. Developing IT funding models that sustain core service, support innovation, and facilitate growth

4. Improving student outcomes through an institutional approach that strategically leverages technology

5. Demonstrating the business value of information technology and how the IT organization can help the institution achieve its goals

THE NEW NORMAL

7. Providing user support in the new normal—mobile, online education, cloud, and BYOD environments

8. Developing mobile, cloud, and digital security policies that work for most of the institutional community

Themes of Change

Inflection Point

Change. It's a song that's been playing everywhere the last several years. You've been humming the tune, perhaps dancing to its rhythm. You may not know all the words, but everyone knows the refrain: "Mobile-Cloud-Big Data-Business Value-Agile-Transformation-Social-Analytics-Online Learning." Some people know just a verse or two, some know several, and some are even helping to write new verses. If change has become a standard, what is new about 2015? Well, nothing has changed. And everything has changed. Information technology has reached an inflection point.

Mathematically, an inflection point is a point of change on a curve in which the concavity sign reverses. Colloquially, the term is used to describe a turning point that results in extraordinary change. Andy Grove, Intel's former CEO, described a *strategic inflection point* as "that which causes you to make a fundamental change in business strategy."[1]

As Erik Brynjolfsson and Andrew McAfee assert in *The Second Machine Age,* this all comes back to Moore's Law, which posits a cyclical doubling of computing power.[2] This doubling represents a rate of growth that is exponential. Perhaps the most vivid illustration of the power of exponential growth is Ray Kurzweil's concept of the second half of the chessboard.[3] This concept is based on a legend about the invention of chess. When the emperor asked the creator of chess to name his reward for having invented the game, the inventor requested that for the first square of the board, he would receive one grain of wheat, two for the second square, four for the third square, and so forth, doubling the amount for each square. Kurzweil noted that although such an exponential growth pattern accrues only modest quantities at the beginning, when the second half

Top 10 IT Issues, 2015

1 Hiring and retaining qualified staff, and updating the knowledge and skills of existing technology staff

2 Optimizing the use of technology in teaching and learning in collaboration with academic leadership, including understanding the appropriate level of technology to use

3 Developing IT funding models that sustain core service, support innovation, and facilitate growth

4 Improving student outcomes through an institutional approach that strategically leverages technology

5 Demonstrating the business value of information technology and how technology and the IT organization can help the institution achieve its goals

6 Increasing the IT organization's capacity for managing change, despite differing community needs, priorities, and abilities

7 Providing user support in the new normal— mobile, online education, cloud, and BYOD environments

8 Developing mobile, cloud, and digital security policies that work for most of the institutional community

9 Developing an enterprise IT architecture that can respond to changing conditions and new opportunities

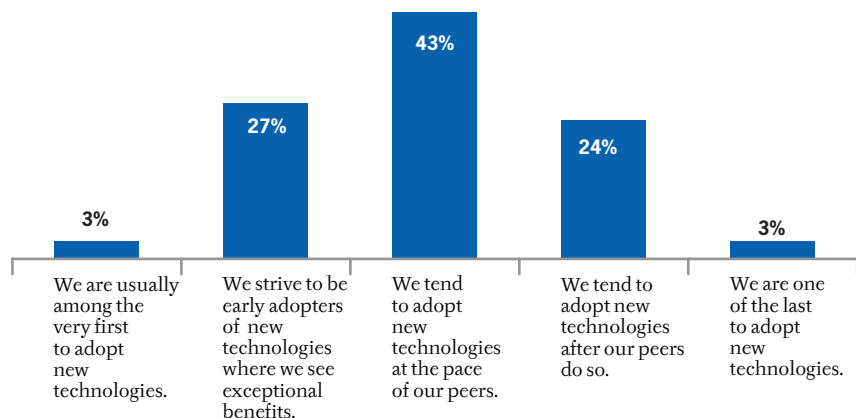10 Balancing agility, openness, and security

of the chessboard is reached, the ensuing increases produce almost unimaginably large amounts. Viewing the impact of Moore's Law from this perspective, we can see that technology will at some point reach the second half of the chessboard. Brynjolfsson and McAfee posit that this has already happened, and they call it the *second machine age*: "Computers and other digital advances are doing for mental power—the ability to use our brains to understand and shape our environments—what the steam engine and its descendants did for muscle power."[4] Analytics, cloud, mobile devices, social media, and online education might all be viewed as the fruits of the second machine age. IT architecture, process optimization, service management, and risk management are efforts to manage this overwhelming bounty.

The second half of the chessboard is one reason for the inflection point we have reached. A second is related to the technology adoption curve. Individuals and institutions adopt technology at different rates: a few are on the bleeding edge, a few are the last to change, and most fall somewhere in the comfortable middle of the bell curve of adoption. The higher education community is no exception (see Figure 2). In *Crossing the Chasm*, Geoffrey Moore describes a pause or chasm between early adopters and the mainstream.[5] An inflection point in adoption is reached when mainstream adopters cross that chasm and begin to enter a marketplace. As Moore describes it, they are motivated not by the desire to innovate (which motivates early adopters) but by the need to solve a problem that their current solutions cannot address, a need that activates an otherwise cautious group. When solutions become available that address their particular problems, members of that group will adopt new technologies.

The present inflection point in higher education information technology is likely due to improving solutions in cloud, analytics, bandwidth, and other technologies; very real problems of cost, productivity and student success; and

FIGURE 2. Technology Adoption Curve for Higher Education Institutions

		43%		
3%	27%		24%	3%
We are usually among the very first to adopt new technologies.	We strive to be early adopters of new technologies where we see exceptional benefits.	We tend to adopt new technologies at the pace of our peers.	We tend to adopt new technologies after our peers do so.	We are one of the last to adopt new technologies.

Source: Susan Grajek, *Higher Education's Top 10 Strategic Technologies in 2015*, research report (Louisville, CO: ECAR, January 2015).

the useful examples and learnings of innovators among our highly collegial community. This inflection point is hitting IT organizations hard. As they stretch and struggle to help colleges and universities use technology to address challenges of student success, affordability, and accountability, IT organizations are retooling and restructuring to adapt to challenges of their own. Those challenges include ensuring a stable, qualified, and adaptable IT workforce and a clear and adaptable enterprise architecture. In both cases, "adaptable" means the ongoing ability to respond to changing technologies and solutions. Those changes are transforming both IT infrastructure, which is generally transparent to end users, and IT services and solutions, which are very much on the minds of end users and in the strategies of higher education leaders. IT organizations are struggling to manage both the pace and the volume of change on all levels. And anyone who has experienced a new system rollout knows how important good change management is to the success of an initiative. Managing information security in the light of ongoing new technology opportunities for both IT and higher education professionals presents another set of challenges.

Collectively, IT leaders and professionals may feel deluged by the volume, variety, and pace of change. In response

to that deluge, many IT leaders are adopting a strategic approach to change through the use of frameworks for such activities as service management, vendor management, risk management, IT architecture, information security management, project management, process management, and capability maturity management. On the surface, frameworks may seem restrictive and bureaucratic, which accounts for the past reluctance by many in higher education to adopt them. However, at their best, frameworks can provide stability in times of change by creating replicable and scalable environments that can adapt gracefully to new and changing circumstances.

From Technical to Business

Bridging the gap between technology solutions and business problems is a challenge that many IT leaders are struggling to address. Moving from the role of technology leader to business leader is the second major theme of the 2015 EDUCAUSE Top 10 IT Issues.

Perhaps most exciting, this theme highlights the challenge of delivering IT solutions that can address two of the most pressing issues in higher education: how to apply technology to teaching and learning, and how to improve student outcomes. To solve these strategic institutional problems, the IT and academic

communities need to collaborate and cocreate. Each group has a different view of the problem, possesses different relevant expertise, and plays a different role in the solution. Further, many solutions that were previously accessible only to technologists are now available to end users, who are adopting applications with sometimes serious implications for information security, data management, and IT architecture. All this calls for the IT organization to recast its relationship with administrative and academic areas.

This second theme is also related to the need to reach across the white space in the institution's organizational chart so that the IT department better understands the needs of the institution and so that institutional leaders better understand the exciting potential of information technology and the time, resources, and executive commitment required to achieve that potential. The success and perhaps even the survival of higher education are more dependent than ever on technology. Members of the 2014 EDUCAUSE IT Issues Panel report that many institutional leaders

Moving from the role of technology leader to business leader is the second major theme of the 2015 EDUCAUSE Top 10 IT Issues.

believe that technology solutions are both easier and less expensive than they actually are. Because those executives are also increasingly interested in using technology to achieve strategic goals, many IT leaders are struggling to manage expectations without losing credibility or attention. On the other hand, some IT leaders are struggling with a different set of problems: how to communicate more effectively with institutional leaders

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2014–2015
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Vice President for Information
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Sam Houston State University

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    Security
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James Kulich
Vice President and Chief
    Information Officer
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Jo Meyertons
Director, Educational
    Technology
Linfield College

Kevin Morooney
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    Technology and Chief
    Information Officer
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    University

Angela Neria
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    Pittsburg State University

Celeste M. Schwartz
Vice President for Information
    Technology and College
    Services
Montgomery County
    Community College

Paul Sherlock
Chief Information Officer
University of South Australia

Francisca Yonekura
Associate Department Head,
    Center for Distributed
    Learning
University of Central Florida

The EDUCAUSE IT Issues Panel comprises individuals from EDUCAUSE member institutions to provide quick feedback to EDUCAUSE on current issues, problems, and proposals across higher education information technology. Panel members, who are recruited from a randomly drawn and statistically valid sample to represent the EDUCAUSE membership, serve for eighteen months with staggered terms. Panel members meet quarterly for ninety minutes via webinar or in person. The meetings, facilitated by EDUCAUSE Vice President Susan Grajek, are designed as an ongoing dialogue to flesh out and refine an array of open-ended technology questions about the IT organization, the institution, and cross-institutional boundaries. The members discuss, refine, and vote on the most relevant underlying issues or options.

and how to influence uninterested leadership.

Funding has made the EDUCAUSE Top 10 list every year. This year, the challenge with funding is to ensure that institutional leaders understand the need to fund the entire IT portfolio so that the IT organization is capable of supporting the aspirations, ongoing operations, and growth of the institution.

The New Normal
In the midst of so much change, challenge, and opportunity, IT organizations continue running core services and supporting end users. IT staff still go into fire-fighting mode more often than they would wish. But even normal operations are subject to the forces of change.

Most notably, bring-your-own-device (BYOD), digitization, and associated technologies and opportunities are changing the nature of user support and appropriate security policies. In the first instance, the IT organization needs to retool and redefine its support strategy. In the second, security policies must comply with regulatory requirements to protect data and privacy without hamstringing academics and administrators.

Issue #1
Hiring and Retaining Qualified Staff, and Updating the Knowledge and Skills of Existing Technology Staff

The long-held notion that information technology has three critical dimensions—people, process, and technology—is still true today. Behind every successful implementation of technology is a group of talented people ensuring that everything goes according to specifications to meet the needs of the students and faculty. Recruiting and retaining exceptional staff with the required knowledge, skills, and attitudes is not a small feat. Higher education competes for talent in an extremely competitive environment. The technology field currently has very low and, in some regions, virtually no unemployment. As higher education competes with all industries, those of us in academe are operating in an environment in which change comes quickly, whether in technology, business disciplines, or our core missions of teaching and research. To attract, maintain, and retain the necessary talent, higher education IT organizations need to adjust and adapt.

Today's IT workforce needs are different from needs in the past. We need a wide array of skill sets for roles that are evolving quickly. The field of information technology has always demanded that professionals retrain and retool to be able to design and support the latest technologies. Thus the ongoing evolution of technical skills is not new. However, the very models for providing and supporting technology-based services are in flux today. This set of changes requires staff to be not only adept at retooling but also capable of reinventing their roles. And those roles demand entirely new skills. To be able to deliver the technology solutions that students and faculty presently need while preparing themselves to lead the institution to adopt, innovate, or invent future technological advances, IT staff need such nontechnical qualities as initiative, grit, adaptability, and emotional intelligence.

Retaining talented staff requires a culture of teamwork that supports and encourages the growth of the individual and the team. Management needs to foster a vibrant workplace in which diversity is valued and individuals feel respected. Management must also recognize that employees' views of satisfaction with their jobs are based on their collective experiences, ranging from salary to the culture of water-cooler discussions (see Figure 3). Leaders must remember that every employee has unique issues and methods of communicating, so at times, retention will come down to one-on-one discussions to understand employees' needs and to help employees understand their role in the larger IT and institutional strategy. Team members need to feel engaged with the organization and its mission, and they need to sense alignment of their efforts with something important (e.g., mission) to have a sense of purpose. With this sense of purpose, they are more likely to be committed to the institution. But with such long-term commitments also come the expectation of ongoing skill development and career advancement opportunities.

For performance management to be successful, it must become a critical and continuous part of the operations of the IT organization. Managers must ensure that staff are aware of their full benefits packages and of leadership efforts to provide a fulfilling and enjoyable work environment. Many institutions offer benefits and local area perks that employees are not aware of.

Augmenting the challenge of hiring qualified staff is the exponential speed at which technology is continuously changing. In light of this new normal, many current roles and even professions will not exist in the future. New roles and professions will arise to address changing technology delivery,

FIGURE 3. Top Reasons IT Management and Staff Leave Their Jobs

	CIOs	MANAGERS	STAFF
At high risk of leaving*	**1 in 8**	**1 in 6**	**1 in 5**
Personal career goals are unattainable	✓		✓
Not recognized for value, aside from compensation	✓	✓	
No opportunities to learn and grow in the past year	✓		
Institutional mission does not make me feel my job is important		✓	✓
Not compensated fairly		✓	✓

*Based on rated importance of working in higher education combined with reported likelihood of pursuing opportunities outside the institution.

Source: Jacqueline Bichsel, *Today's Higher Education IT Workforce* (Louisville, CO: ECAR, January 2014).

> "We must be willing to combine some of the best benefits that business has to offer (e.g., flexible work arrangements) with the strong selling points of a career in higher education (e.g., connection with the mission)."
>
> —**Michael Bourque**
> **Vice President, Information Technology Services**
> **Boston College**

Issue #2
Optimizing the Use of Technology in Teaching and Learning in Collaboration with Academic Leadership, Including Understanding the Appropriate Level of Technology to Use

pedagogical and research methods, and higher education business models. Not all staff will be able to recognize or adapt to these changes. Managers need to help staff recognize and prepare for new opportunities to minimize the disruption. Change affects not only the individuals who are disrupted but also those staff who are bystanders witnessing the change and anticipating the worst.

Fortunately, IT management is not without support. That support begins by building a partnership with the Human Resources department (HR). A success for the IT organization is a success for HR.

Advice
- Know how to sell the value of a career that contributes to the advancement of higher education and its teaching, learning, and research missions.
- Develop a list of the nonmonetary benefits of working for the institution and share that list with staff.
- Hire staff not just for their fit for the job but also for their emotional intelligence and fit with the values and culture of the IT organization and the institution. At the same time, remember that the strongest teams are those that are most diverse, so strive for a heterogeneous workforce that shares a common set of core values.
- Work with staff to select appropriate training. Funding and facilitating time for training and travel is only part of the process. Establish some deliverables and accountability for the training so that employees return to the office with the anticipated insights and skill set.
- Work with HR to develop career paths for the major divisions of or roles in central and distributed IT units. Careers paths don't have to stay within the IT organization; consider lateral paths that can broaden someone's institutional or business experience. Develop paths that reward knowledge work as well as managerial talent, and understand that not every staff member need aspire to leadership.
- Create a talent plan for the IT organization itself. Identify the skill sets and roles the organization will need to acquire and retire in the next one to three years. Create a roadmap to where the organization needs to head and begin working with HR now to implement the roadmap with as little disruption as possible for individual staff and operations.

Colleges and universities continue to invest in technologies in support of teaching and learning while struggling with ways to help faculty understand the value and potential impact of these technologies. An overlooked but critical starting point is for an institution to define its educational objectives and strategy. Institutions whose educational culture is intentionally and predominantly residential, ones that serve many part-time working commuters, those with strong global outreach, technological institutes, and institutions with strong practicum orientations may all grant similar degrees but will have very different pedagogical strategies and, therefore, different educational technology needs. Without a larger guiding vision, the application of technology to teaching and learning is neither strategic nor optimized; it is instead a series of endpoint solutions driven by individual faculty requests and by the best (often uncoordinated) efforts of service providers throughout the institution.

It is important to view technology as a supporting tool, similar to earlier tools such as blackboard/chalk. Technologies need to be carefully scrutinized for their pedagogical implications. Although online courses offer the allure of convenience and the opening (and thus increasing) of enrollments to students who might not otherwise be able to attend college in a traditional manner, their pedagogical effectiveness should be assessed as carefully as that of traditional classroom courses. Doing so

The real value of technologies is how faculty integrate technologies into teaching and learning and how they use technologies to further refine course delivery and student engagement.

might identify gaps in overall pedagogical assessment at an institution and thus improve even face-to-face learning. The real value of technologies is how faculty integrate the technologies into their teaching and learning and how they use the technologies to further refine their course delivery and student engagement (see Figure 4).

If institutional leaders become more intentional about their pedagogical objectives and assessment methods, they will have the opportunity to influence the institutional technology marketplace. Today's solutions could be much more effective with better guidance from the leadership at colleges and universities.

For example, faculty often find themselves overwhelmed with the volume of new technologies and the ongoing upgrades of existing technologies as they struggle to find time to research how to integrate the technologies into

their teaching. Faculty new to online learning will commonly try to replicate their physical classroom online, but this is a classic McLuhanesque mistake.[6] Optimizing the use of technology in teaching and learning depends on the ability of the institutional and academic leadership to help faculty develop their digital competency and then to continue to provide learning opportunities to keep their competencies current. Faculty need ongoing digital literacy opportunities that enable them to better understand not only educational technologies but also the social technolo-

gies that are affecting their everyday lives and the everyday lives of their students. Those students expect engagement in their instruction. Faculty need to understand instructional narrative and the implications of media as part of their technological introduction. This is more than just training on a particular technology. It is, as the saying goes, the difference between giving a man a fish and teaching him how to fish.

The effective optimization of instructional technology also requires rethinking, reinforcing, and clarifying roles and relationships among faculty,

"Faculty armed with current understanding and research on the power and value of technologies are more likely to use technology to enhance their pedagogical approaches."

—Celeste M. Schwartz
Vice President for Information Technology and College Services
Montgomery County Community College

FIGURE 4. Integrating Technology into Courses

"I could be a more effective faculty member if I were better skilled at integrating this technology into my courses."
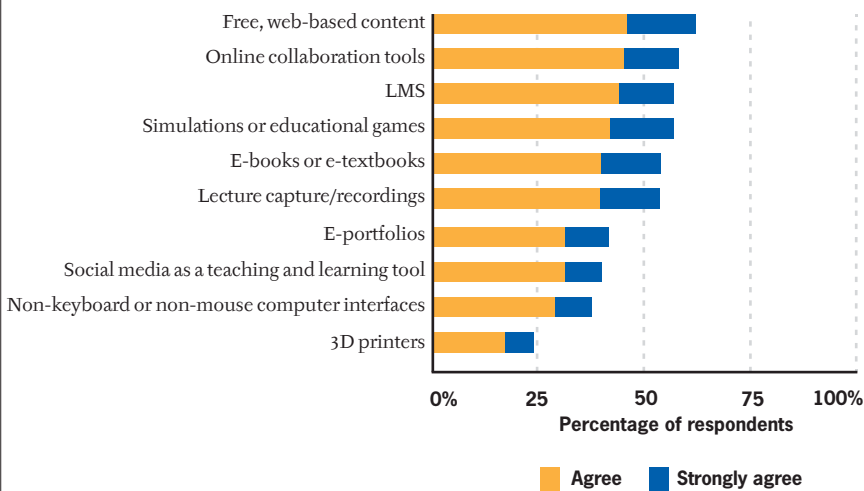
Source: Eden Dahlstrom and D. Christopher Brooks, ECAR Study of Faculty and Information Technology, 2014 (Louisville, CO: ECAR, July 2014).

librarians, teaching and learning center professionals, and IT professionals. They all need to view themselves as colleagues and even partners in designing the right infusion of technology resources at the right time during the instructional process.

Is all this a tall order? Yes. But it is directed toward the primary mission of higher education and is thus well worth addressing. If college and university leaders do not optimize the use of technology in teaching and learning, existing and emerging alternatives will almost certainly step forward to fill the gap.

Advice

- Work with academic leadership to articulate the institutional strategy for the use of technology in teaching and learning to best fit the institutional culture and priorities.
- Translate that strategy into a teaching and learning technology roadmap that prioritizes the technologies that will best achieve the institutional strategy and fit institutional resources.
- Define and clarify roles in supporting instructional technology to bring together all relevant institutional parties as productively as possible.
- Move to a technology support model that aligns technology integration support and faculty professional development that is course/program specific and based on research that demonstrates improved student engagement and success.
- Ensure that faculty have sufficient support and release time to integrate the technologies into their courses.

Issue #3
Developing IT Funding Models That Sustain Core Service, Support Innovation, and Facilitate Growth

As governmental financial support for higher education continues to decline, both public and private institutions are desperately trying to focus scarce resources on strategically important needs.

To create funding models that will sustain IT operations, IT leaders need to clarify to institutional leaders and boards of trustees why IT services are strategically important to the enterprise. Articulating and making some of the tough strategic choices explicit is fundamental to developing a sustainable funding model. As the role of information technology in higher education matures and as institutions are increasingly pressed to balance costs with tangible benefits, IT leaders will need to strengthen and leverage their relationships with governance groups, connect execution with strategy, and exploit funding models tied to institutional strategy (see Figure 5).

EDUCAUSE defines *governance* as "how a higher education institution is organized for the purposes of decision making and resource allocation and how the varying parts are managed in a way that promotes the mission of the

institution."[7] The distributed nature of higher education institutions, though highly effective in supporting innovation and meeting specialized needs, can be a roadblock to strategic investments and efficiency realization. Institutional IT governance can help achieve and support a clear IT strategy. When IT governance programs have influence over a shared pot of institutional resources and are able to prioritize strategic IT investments, IT leaders can support ongoing innovation and growth across the entire institutional portfolio of functions. In the absence of institutional IT governance, IT projects will be prioritized according to which areas can most easily secure funding for their priorities. Inevitably, worthy and even critical projects will not be funded if they are not sponsored by well-resourced areas.

Capital funding is relatively easy to secure; obtaining additional operational funding is much more difficult. Since most capital projects have an operational impact, the differential access to funding streams can create significant problems for budget managers. To satisfy demand and remain competitive, leaders at higher education institutions have allocated capital funds to cover the development cost of new IT infrastructure, yet they seldom incorporate plans for ongoing operational funding of capital projects. As a consequence, there is a fundamental misunderstanding of the total cost of information technology, and often no culturally accepted billing models exist for one-time and full-life-cycle costs.

To help governance groups understand and support funding for the real cost of information technology, IT leaders need to develop total cost of ownership (TCO) scenarios and vet them with appropriate groups before projects are funded. Higher education information technology is dogged by cost-savings expectations that usually create a false sense of expenditure reduction. In some cases, the benefit of the IT investment derives from risk reduction or new functionality, and cost savings are not to be

FIGURE 5. IT Spending on Institutional Activities

Running the institution	Institutional growth	Transformative change
76%	15%	9%

Source: EDUCAUSE Core Data Service, 2013

expected. In other cases, cost savings are theoretically possible but difficult to achieve if non-IT changes, such as business process redesign, are required to realize them. Even if the project is successfully completed, funding may need to shift to derive real institutional savings. For example, an IT project that introduces efficiencies to academic departments or business units may reduce costs for the departments or units and also for the institution overall, but the project may increase IT costs. To realize net savings for the institution, budget funding needs to be withdrawn from the department, and a portion needs to be directed to the IT organization to cover its increased costs, with the balance accruing to the bottom line of the institution. When each department controls its own budget, those shifts and reallocations are very difficult to negotiate and often fall apart, eroding any potential cost savings.

Growth can be managed, but doing so requires service management models that are able to project and prepare for growth. Those models need to include cost management to ensure that service providers understand and budget for both fixed and variable costs. The paying IT customers—whether institutional leaders or individual departments—need to understand IT service cost drivers and how they can help manage those drivers. Funding for growth in variable costs is relatively easy to justify if IT service managers have and can show data on both growth and the associated costs. Funding for growth in fixed costs needs to be justified as well, and that requires data on the cost increases and a justification of the risks that will be reduced, the functionality that will be added or enhanced, or some other compelling

> "When it comes to innovation, is the IT funding principle: 'We optimize new IT investments for the entire institution' or 'We optimize new IT investments for the individual units/departments' or both? Pricing models will emerge accordingly."
>
> **—Karin Moyano Camihort**
> **Dean of Online Learning and Academic Initiatives**
> **Holyoke Community College**

reason. This approach also paves the way for discussions of tradeoffs that might accommodate growth without increasing funding, such as service-level reductions, shared services, or outsourcing.

Supporting innovation is a key piece of IT resource justification. Students exist in a digital ecosystem and expect educational institutions to interact with them in the ways that they are used to interacting with each other and with the commercial entities they deal with on a daily basis. Banks, retail stores, and even government services are available to them through a multiplying swarm of devices. Institutional leaders are increasingly aware that higher education needs to deliver services in the same way and that the development of an IT architecture to do so takes resources. To better afford the resources necessary to keep institutions current, the IT organization itself needs to be innovative in the way it is organized, the way it delivers IT services, and the way it works with various institutional constituencies. Recognizing that IT drivers and core services in 2014 may not even remotely resemble those necessary in 2020 demands funding flexibility, since too tight a correlation will act as a disincentive to improvement and will create technology lags greater than those of the last decade.

Different but rigorous strategies for IT core services, growth, and innovation will help in the development of IT funding models that best fit these separate activities and are aligned with the institution and its constituents. Effective IT governance can tie these three activities together and prioritize the IT expense in ways that support existing operations, ensure ongoing innovation, and respond to growth across the entire IT portfolio.

Advice

- Benchmark IT finances by participating in the EDUCAUSE Core Data Service.
- Ensure that IT projects build models for ongoing operational funding into project deliverables and expectations.
- Establish an institutional IT governance structure that is responsible for allocating funding, not just identifying IT priorities.
- Understand the costs and cost drivers of today's IT services.
- Help leadership understand both the costs and the benefits of information technology. Arguments for new IT initiatives should always include cost estimates, as well as estimates of the costs of *not* innovating.
- Build the costs of growth and maintenance into funding models for core IT services.

Issue #4
Improving Student Outcomes through an Institutional Approach That Strategically Leverages Technology

The benefits of completing a college education are widely known. They include higher lifetime earnings, greater levels of happiness, increased civic engagement, and reduced health risks. There are also societal benefits as the proportion of college graduates in the population increases. So it is in our own best interests to help both individuals and society by improving the success of students at our higher education institutions.

There are few cases in which technology by itself has helped students succeed. However, there are opportunities for technology to support student success initiatives. The first task for any institution is to assess both the institutional needs and the most current remedies for the pain points that are identified. Although this is a constantly and rapidly evolving area, some specific examples include the following:

- Developing a training course (or workshop) to help students understand the technology landscape of the institution and how they can use those tools to succeed

- Removing barriers—such as access, usability, and lack of support—to the effective use of technology
- Using technology to recast large lecture courses and support pedagogical transformations
- Using technology to provide flexibility for students to match the course with their learning style
- Using technology to distribute learning content in multiple ways, including lectures (live and archived for review), electronic texts, and learning management systems
- Using technology such as peer tutoring, discussion boards, and group videoconferences (e.g., Google hangouts) to facilitate synchronous and asynchronous interactions with others and to promote collaborative learning
- Considering the emerging role of tools used traditionally by business (i.e., CRM) to manage the institution's relationship with the student
- Applying elements of what is being learned in competency-based education initiatives at an institutional level for traditional students

Institutional leaders continue to emphasize, and pour resources into, improving student retention and completion. Technology can be applied to develop the broad area of learning analytics to provide feedback to students on their behavior (both past and predictive), to faculty on the effectiveness of the pedagogy employed in the course, to content providers (and faculty who select the content) on the effectiveness of the content used in the course, and to administrators on broad systemic issues and trends.

Many colleges and universities have student success committees that focus on initiatives to improve course completion, program completion, and student support services. Examples of initiatives can be found in the areas of teaching and learning and student support services. In the area of remedial education, great strides have been made in reducing time to completion for remedial students and in increasing retention and completion rates. An example of the work occurring in the area of student success can be found on the Achieving the Dream Interventions Showcase website (http://achieving thedream.org/resources/achieving-the-dream-interventions-showcase), with many of those interventions strategically leveraging technology.

As data analytics tools have become more sophisticated, institutions have been better able to recognize students' challenges and track students' journeys. With the implementation of early alert systems, advisors and faculty have been able to assist students with just-in-time intervention recommendations. In addition, it is becoming commonplace for advisors to have access to data beyond the traditional ERP demographic and student grades—data such as course performance through learning management systems, early alert information, tutoring participation, and education planning information (see Figure 6). Systems like these, sometimes referred to as Integrated Planning and Advising Services (IPAS),[8] permit the advisor to support and coach students based on a comprehensive vi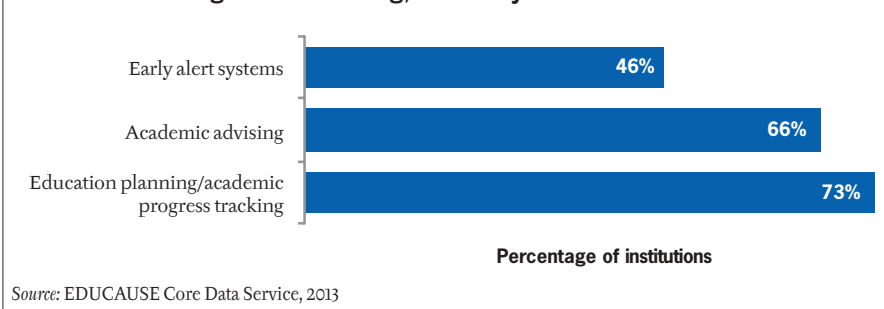ew of the students' information throughout their educational journey. In the area of online education too, wraparound student support services are mirroring the on-ground experience, with some colleges and universities implementing career coaches with supporting technologies to provide services to online students. The integration of technologies in each of these areas has had a positive impact on improving student outcomes.

A variety of existing tools, many still in the early development stages, can help institutions gather data to identify students' success opportunities and their achievements. This information

To capture relevant aspects of the student experience, leaders must think institutionally and identify technology resources that can bring together the diverse and enormous data sets that represent this experience.

is only as good as the data, however. To find the low-hanging fruit, IT leaders need to begin the data conversations to locate tools that may already be generating useful data. To capture relevant aspects of the student experience,

FIGURE 6. Technology for Supporting Education Planning, Advising and Counseling, and Early Alerts

	Percentage of institutions
Early alert systems	46%
Academic advising	66%
Education planning/academic progress tracking	73%

Source: EDUCAUSE Core Data Service, 2013

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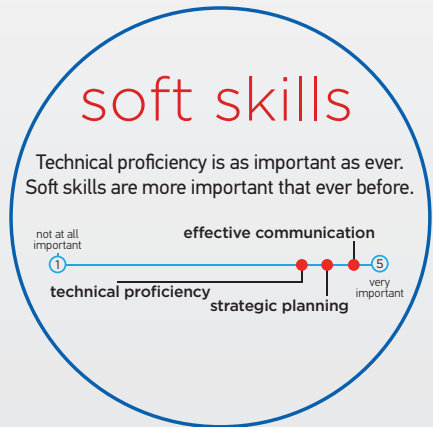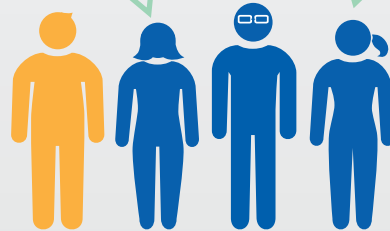
TOP 10 IT ISSUES

1 EVOLVING STAFFING MODELS

Today's market for IT talent is competitive. Hiring and retaining top talent requires engaged managers who possess and know how to foster good communication skills.

To be more effective, IT staff say they need:

- clear goals
- more resources
- networking
- professional development

1 in 4 higher education IT staff are not satisfied with their current position.

soft skills

Technical proficiency is as important as ever. Soft skills are more important that ever before.

not at all important ① — effective communication — ⑤ very important

technical proficiency — strategic planning

2 OPTIMIZING TECHNOLOGY IN TEACHING AND LEARNING

Although technology is omnipresent in the lives of students, leveraging technology to engage students in meaningful ways and to enhance learning is still evolving.

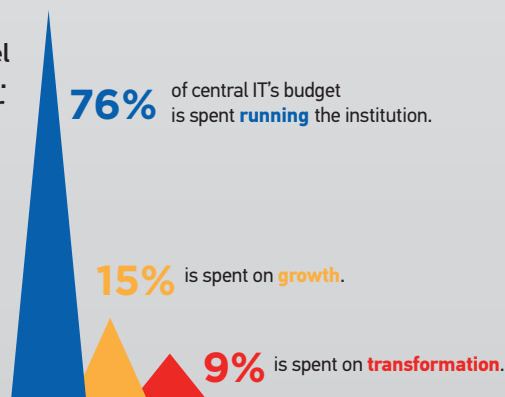**Top 3 motivators for faculty integration of technology in the classroom**

- Clear indication/evidence that students will benefit
- Release time to design/redesign courses
- Confidence that the technology will work as planned

3 FUNDING IT STRATEGICALLY

To create sustainable IT funding models, IT leaders need to clarify to institutional leaders and boards of trustees why IT services are strategically important to the enterprise.

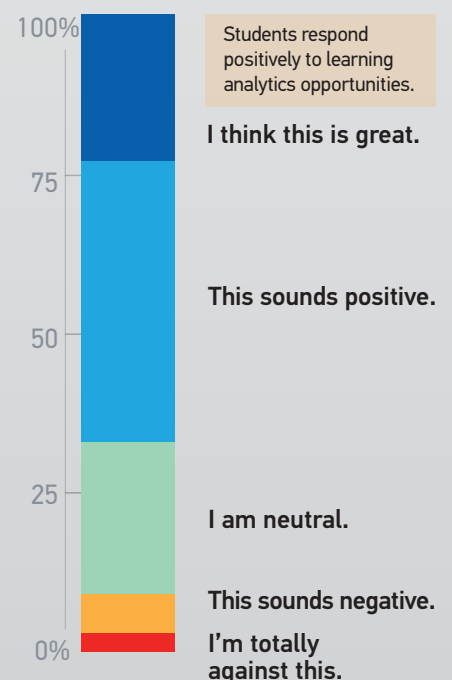**Spending model breakdown in the U.S. does not differ significantly by:**

- **Institution type**
- **Size**
- **Central IT staff size**
- **CIO reporting line**

76% of central IT's budget is spent **running** the institution.

15% is spent on **growth**.

9% is spent on **transformation**.

4 IMPROVING STUDENT OUTCOMES

Faculty and students alike are interested in learning analytics for notifications on course progress.

65% of students wish their instructors would use early-alert systems more.

Students respond positively to learning analytics opportunities.

100%
- I think this is great.

75
- This sounds positive.

50

25
- I am neutral.

- This sounds negative.

0%
- I'm totally against this.

A look into EDUCAUSE research on the 2015 list of the most intriguing ideas in higher education IT

5 DEMONSTRATING VALUE OF IT

IT leaders need to draw the lines from technology initiatives to their institutions' changing strategic objectives and on to the ultimate bottom lines of mission and means
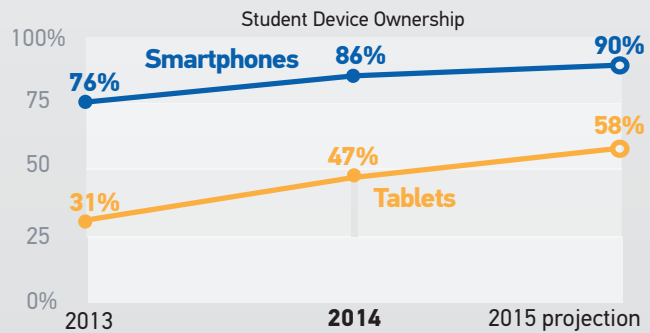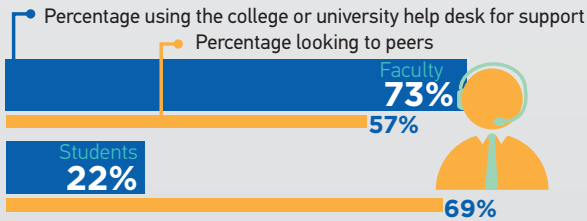
Percentage of IT spend by institutional mission:

53%
Administration

37%
Teaching and learning

10%
Research/other

6 INCREASING CAPACITY FOR CHANGE

The higher education community is struggling with the pace, variety, and sheer volume of change in information technology, as well as the corresponding risks.

81%
of institutions

do not **address IT risk** in their strategic plan.

7 PROVIDING USER SUPPORT
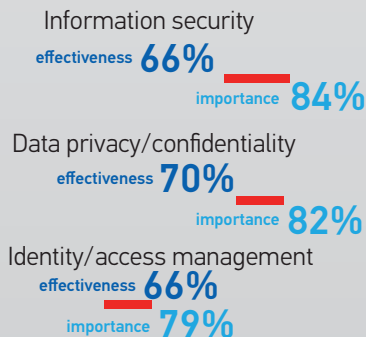
We are living in an era when readily accessible technologies facilitate a BYOD standard, requiring institutions to rethink user support.

Percentage using the college or university help desk for support
Percentage looking to peers

Faculty
73%
57%

Students
22%
69%

Student Device Ownership

Smartphones
76% **86%** **90%**

Tablets
31% **47%** **58%**

100%
75
50
25
0%

2013   **2014**   2015 projection

8 DEVELOPING SECURITY POLICIES FOR THE INSTITUTION

The most important IT risks to address concern security, privacy, and access.

The gaps between **effectiveness** in and **importance** of addressing risks are large.

Information security
effectiveness **66%**
importance **84%**

Data privacy/confidentiality
effectiveness **70%**
importance **82%**

Identity/access management
effectiveness **66%**
importance **79%**

9 DEVELOPING ENTERPRISE IT ARCHITECTURE

A well-defined enterprise IT architecture is instrumental to optimizing opportunities and managing change effectively.

locally integrate the architectures of multiple major systems
6/10

3/10
follow the architecture of a primary system or suite

10 BALANCING INFORMATION SECURITY AND OPENNESS

In a world of increasing, complex security threats, institutions must move from a reactive to a proactive security response.

Between 2005 and 2014, there were 727 education-sector data breaches—involving more than 14 million records—as reported to the Privacy Rights Clearinghouse.

Breach causes

1%
36%
33%
29%

● External threats   ● Internal threats   ● Loss/theft   ● Other

EDUCAUSE CENTER FOR ANALYSIS AND RESEARCH   EDUCAUSE

"Instead of reacting to new technologies, top institutions seek out new technologies as a strategic imperative, leveraging these innovations to improve learning inside and outside the classroom with data decision making, enhanced pedagogy, and better student outcomes."

—**Lisa M. Davis**
Vice President for Information Services and Chief Information Officer
Georgetown University

leaders must think institutionally and identify technology resources that can bring together the diverse and enormous data sets that represent this experience.

As was discussed last year, when this was the #1 issue in the 2014 Top 10 list, looking at this data may raise privacy issues, so leaders must remember to include the appropriate individuals in these discussions to ensure compliance, security, and privacy.

Advice

- Keep in mind that students consider success from a holistic view of their campus experience, not necessarily their experience with just a course or a semester. To maximize the impact of technology, identify the combination of data and tools that will encompass as much of the institutional experience as possible.
- Remember that results will be only as good as the data. Take time in the beginning to build a reliable strategic foundation by starting with concise outcome objectives, and then develop the data-driven questions that will ultimately define actionable steps to influence success.
- Work with key individuals from various institutional areas to identify data that may be available at an individual student level and that could be combined with other values to establish an assessment point for the student. Next, consider comparing this assessment point with the student's success level and attempt to identify some trends. Drill down to indicators that can be used as targets for predicting success and for identifying early warning signs.
- Ensure that the project is embedded in a cross-institutional student success effort that includes all relevant parties. Dedicated student success teams or cross-departmental governance structures can be the vehicle for organizing consensus. Don't allow a perception of IT ownership to develop.
- Resolve problems in academic and business processes before implementation; don't adapt applications to dysfunctional processes.
- Define the role of faculty in improving student outcomes through the strategic leveraging of technology.
- Determine how much individualized student data should be shared with advisors in supporting improved student outcomes.

Issue #5
Demonstrating the Business Value of Information Technology and How Technology and the IT Organization Can Help the Institution Achieve Its Goals
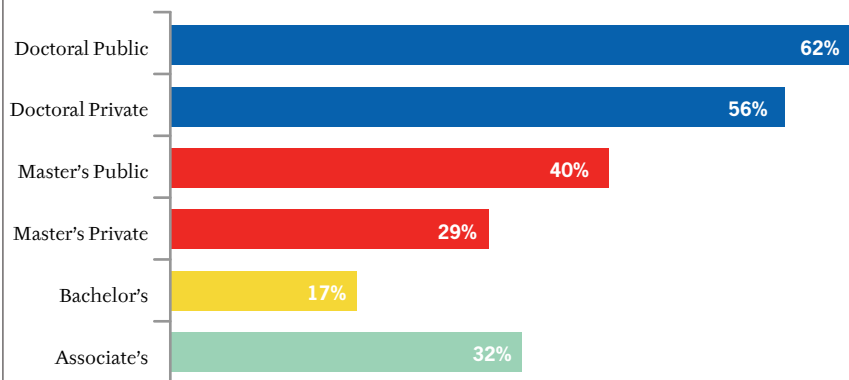
IT leaders need to continue to get better at drawing the lines from technology initiatives to their institutions' changing strategic objectives and on to the ultimate bottom lines of mission and means. Successfully demonstrating the business value of information technology to the institution begins with developing a clear understanding of the various ways in which technology as a whole and the IT department as a unit add value to the institution. Institutional leaders' struggle to respond to changing public perceptions of the value of higher education itself is a complicating factor. Herein lies an opportunity for IT professionals not only to demonstrate the value of the IT organization's particular offerings but also to create new and significant value for the institution. This requires thinking of technology strategy as both a consequence and a driver of institutional strategy. IT leaders, who have the ability to see the entire institutional landscape and can offer strategic insights for moving the institution forward, have never been more important to the well-being of colleges and universities.

So, in what ways do IT leaders add value? They add value to the organization by enhancing the core product—namely, the learning experiences of students and the teaching activities of faculty. They add value very directly by creating new channels through which students can access institutional offerings. The channels that online opportunities provide would not exist without the technologies delivered and supported by the IT organization. From a business perspective, this creates new sources of revenue, a critical objective for virtually all colleges and universities. Drawing a clear line that connects specific technology initiatives with tangible revenue for the institution is a powerful way to demonstrate the business value of technology—and of the IT organization.

And of course, the yin of revenue is balanced by the yang of cost reduction. Stories of expense reduction and efficiency are perhaps easier to identify and tell, and they should be carefully and diligently told, but IT leaders must be careful to also emphasize the much larger potential that a clear focus on the revenue side can provide. Doing so can help to avoid the impression that the value of information technology is limited to simple acts of automation and efficiency. Part of this work entails ensuring that the institutional leadership understands what is and is not possible. Many times, the need to have the value discussion in the first place is because leaders are not inherently feeling the value. Those in the IT organization must take the time to develop and provide clear data-based information about the services they deliver and value they provide.

One way to demonstrate value is with well-constructed service portfolios and service catalogs. A service portfolio provides a high-level overview of how funds are spent on major institutional strategic and operational goals and is geared toward institutional leaders. A service catalog (see Figure 7) provides a more detailed view into how IT dollars are spent on IT projects, products, and services and is geared toward IT leaders.

FIGURE 7. Percentage of Institutions with a Service Catalog

Doctoral Public — 62%
Doctoral Private — 56%
Master's Public — 40%
Master's Private — 29%
Bachelor's — 17%
Associate's — 32%

Source: EDUCAUSE Core Data Service, 2013

Combined, the service portfolio and the service catalog can be a useful tool for showing the business value of the investments that institutions make in information technology.

Assembling a service portfolio and catalog may be the IT organization's first comprehensive view into the actual value it is bringing to the institution. Depending on that value, IT leaders may first need to focus on quick fixes to better align their services with the institutional mission.

IT
leaders add value to the organization by enhancing the core product—namely, the learning experiences of students and the teaching activities of faculty.

Before IT leaders can advocate how information technology can be leveraged to drive the business, the IT organization must be operationally effective and efficient. Institutional and business unit leaders must view the IT organization as providing operational excellence and outstanding customer service before they will consider it as a partner in delivering business value.

The CIO and IT leadership teams should remember that they are the primary marketing avenue for sharing the value that information technology brings to the institutional mission. IT leaders spend about 10 percent of their time on governance and planning and on innovation with business and academic units.[9] IT leaders thus must be intentional about identifying opportunities for communicating how the IT organization is helping the institution. CIOs must establish strong and trusting relationships with their peer business leaders.

Sharing the value of information technology begins with IT leadership but must extend to the entire IT organization. All IT staff must understand how their work contributes to the institutional missions and priorities. They need to understand the IT organization's capabilities and priorities and how the organization can advance the institution, the individual business units, and the faculty, students, and staff with whom they work. IT leaders can encourage and enable IT staff to learn the mission, business processes, and requirements of business units in order to understand how information technology can best be leveraged. Getting to this point may require a culture change within the IT organization. At the very least, all IT staff should know both the institutional and the IT priorities to ensure that everyone is telling the same story.

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"We also add value by creating new ways for those who know us less well to develop affinity with our institutions. A small MOOC my college offered made us known to groups of prospective students who would never have paid a moment's attention to any traditional advertising messages we might have sent. By joining their party first, via our technologies, we put ourselves in a much better position to invite them to our party."

—James Kulich
Vice President and Chief Information Officer
Elmhurst College
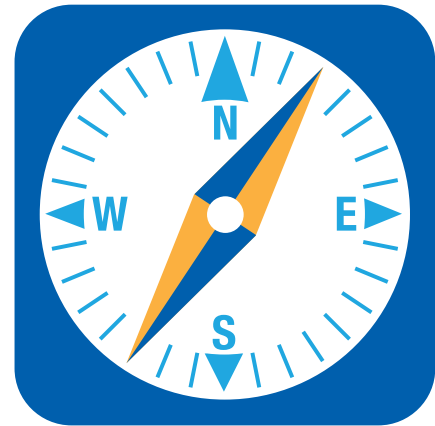
Advice

- Map IT priorities to institutional priorities. Find the points of intersection with the business unit, operations, customers, and technology. Partner with the business unit to develop a roadmap and to align the business with the IT architecture.

- Don't wait for an invitation to discuss business and customer impact. But don't try to boil the ocean: keep focused and be clear about what the IT organization can and cannot do. IT leaders must be translators, using terminology that resonates with non-IT experts and connecting the dots between the technology capabilities and the business needs. Develop a small set of short and simple stories about concrete ways in which technology has improved the learning experience at the institution, created access to institutional resources, strengthened affinity for the institution, generated revenue, and streamlined operations. Focus at least as much on helping others see what is possible with technology as on showing how technology investments improve current institutional life.

- Develop a service catalog to serve as a base for connecting the work of the IT organization to the larger institutional strategic objectives.

- Implement a metrics program that can demonstrate the extent to which the IT organization is achieving its service-level goals, customer-satisfaction goals, and financial goals and is delivering on strategic priorities.

- Ensure that IT leaders and IT staff understand what drives academic and business value for the institution and can identify and articulate how technology can deliver that value. Consider attending non-technology conferences to learn how business officers, faculty, and academic leaders think about technology and what their pressing problems are. Be the translator for business strategy.

- To reach the broader institutional community, consider newsletters, brown-bag gatherings, and roundtable discussions and take advantage of recurring events such as National Cyber Security Awareness Month (http://www.educause.edu/ncsam) and start-of-the-semester gatherings.

Issue #6
Increasing the IT Organization's Capacity for Managing Change, Despite Differing Community Needs, Priorities, and Abilities

Change is the watchword today and going forward. In the 2011 book *Race against the Machine*, MIT economists Erik Brynjolfsson and Andrew McAfee write: "Advances like the Google autonomous car, Watson the Jeopardy! champion supercomputer, and high-quality instantaneous machine translation, then, can be seen as the first examples of the kinds of digital innovations we'll see as we move ... into the phase where exponential growth yields jaw-dropping results."[10] When technology changes, organizations are always challenged to adapt to new circumstances. This is particularly true of the organizations tasked with implementing and maintaining the technology itself.

The higher education community is struggling not only with the pace of change in information technology but also with the variety and sheer volume of change. Information technology is increasingly important to and increasingly integrated with all aspects of both the strategic and the operational functions of the campus. The chal-

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lenge is how to engage multiple areas of the institution and expand services in numerous simultaneous initiatives. Meanwhile, institutional information technology is reengineering its infrastructure, platforms, and services. Those change efforts are often additive to the applications being introduced as part of new business-area initiatives.

Ideally, the institutional stance toward change is proactive, and IT leaders have the vision and good sense to advocate, to broker, and to prepare their various constituents for upcoming changes while sustaining ongoing operations. In reality, end users vary widely in their predisposition to technology. As a group, students and faculty are positively disposed toward information technology, but as individuals, they run the gamut (see Figure 8). And attitudes influence behavior: the way faculty and students adopt and
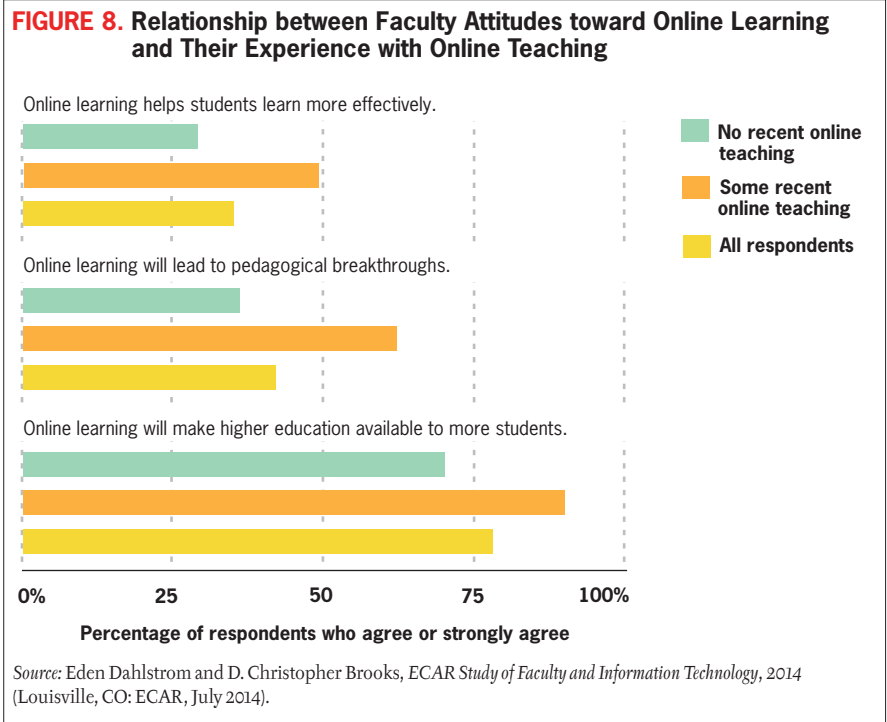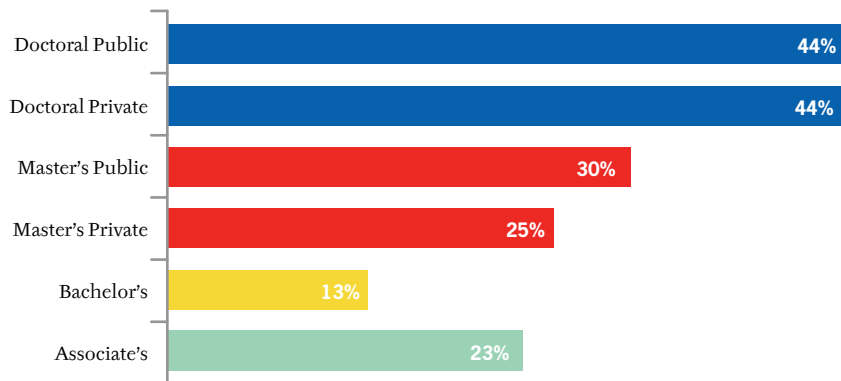
FIGURE 8. Relationship between Faculty Attitudes toward Online Learning and Their Experience with Online Teaching

Online learning helps students learn more effectively.

Online learning will lead to pedagogical breakthroughs.

Online learning will make higher education available to more students.

Legend:
- No recent online teaching
- Some recent online teaching
- All respondents

X-axis: 0%, 25, 50, 75, 100%

Percentage of respondents who agree or strongly agree

Source: Eden Dahlstrom and D. Christopher Brooks, *ECAR Study of Faculty and Information Technology, 2014* (Louisville, CO: ECAR, July 2014).

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FIGURE 9. **Percentage of Institutions That Have Implemented the ITIL Change Management Process**

Doctoral Public	44%
Doctoral Private	44%
Master's Public	30%
Master's Private	25%
Bachelor's	13%
Associate's	23%

Source: EDUCAUSE Core Data Service, 2013

use technology tends to reflect their attitudes.[11]

The IT organization's history of execution can influence community openness toward future technology changes. The shadow cast by a deeply flawed ERP implementation, for example, can last a decade or longer.

Change management is precisely that: *managing* change rather than letting change happen on its own (see Figure 9). Successful change management is not accidental or organic. It is intentional and has multiple components. Many institutions adopt a specific approach to implementing change—approaches such as ADKAR, Kurt Lewin's change management model, and John Kotter's eight steps.[12] Regardless of the model, managing change requires a strategy in which the goals and focus of the change are clear to internal and external constituents. For example, the corporate consultant Glenn Llopis advises being able to identify what the successful implementation of a change strategy would look like, knowing what the change strategy is trying to solve, and identifying the required resources and relationships to implement the change management strategy.[13] As the IT organization sifts through the different needs, abilities, and priorities of the institution and tries to adapt to change, it must avoid being caught in a vicious circle of tactics with no purpose.

A good change management strategy has multiple components, which include communications and inclusiveness. John Jones, DeAnne Aguirre, and Matthew Calderone provide ten sensible principles for managing change by keeping the human element at the center.[14] Involving every level of an organization, creating ownership, assessing the cultural landscape, and communicating effectively are key factors. Change always affects somebody, somewhere—both internally and externally. IT organizations must do everything possible to find engaged people who can advocate on behalf of the change strategy. It helps to have champions at all levels: executives who can demonstrate the institutional leaders' commitment, area leaders who can reinforce commitment with their workforce and explain how the change

I nvolving every level of an organization, creating ownership, assessing the cultural landscape, and communicating effectively are key factors. Change always affects somebody, somewhere.

will benefit their part of the institution, and individual influencers who can help determine success factors, identify and address pain points, and evangelize with their colleagues.

But change management involves more than communications and inclusiveness. A successful change is a fully designed change. Too often, institutional leaders conflate new initiatives with new systems and fail to fully think through and execute on the business-end components. The successful introduction of a new system might require new or reengineered business processes, new roles, and even different organizational structures. Every

"Technology is now integrated into just about every aspect of our colleges and universities. That allows us a myriad of opportunities to use technology to help students succeed academically. Using technology to help students succeed is at the core of what we do."

—Steve Fleagle
Chief Information Officer and Associate Vice President
The University of Iowa

change also demands a good support strategy. Rollouts are viewed as smooth when end users are already familiar with the new system, when they have job aids, training, and other practical tools, and when they know where to go for help and receive it promptly and effectively. Changes affect the IT organization as well as business units. A change management plan needs to include both sets of changes. The multiple components of change are substantial and need to be built into project plans, timelines, and budgets.

Change management is challenging on a good day. As technology changes increase in pace, variety, and volume, change management challenges multiply. Change management needs to be become a core capability of the IT organization and a core competency of the institution overall.

Advice

- Create a change management role to ensure that someone is expert in and able to lead and support change management efforts.
- Adopt a change management methodology and use it to develop a change management process and toolkit to support change management efforts.
- Review IT policies to see whether they support change while protecting the legitimate interests of privacy and security.
- Have separate but linked innovation and operations activities and budgets to unleash the innovation work without burdening the operations work.
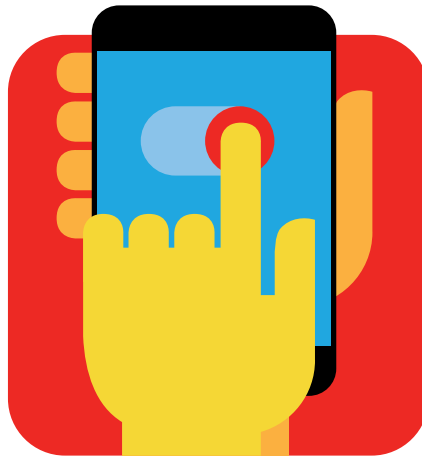
Issue #7
Providing User Support in the New Normal—Mobile, Online Education, Cloud, and BYOD Environments

Providing IT support has always been challenging. Faculty, staff, and students with myriad needs have different requirements of technology, different levels of expertise, different communication styles, and different service expectations. Technical issues can be sporadic and seem often to appear only when the IT support person is not present to identify them. Root-cause analysis within a complex infrastructure can sometimes devolve to trial and error. And users want their problems solved now, now, now.

The "new normal" of mobile, online learning, bring-your-own-everything, and cloud computing is the latest step in the gradual migration of institutional systems from a tightly controlled environment to a very diverse environment that is out of the direct control of the institution. Ten years ago, most college and university systems were hosted on institutionally owned servers and were delivered across institutionally owned networks onto institutionally owned computers. This computing environment was relatively homogeneous, and the support responsibilities were clear. Supporting Macintosh PCs or multiple versions of Windows operating systems was among the major

challenges of the day. PDAs were niche devices, and phones still weren't very smart. How easy that seems in retrospect.

Today, faculty, staff, and students expect to use institutional systems and to access, transmit, and store data anytime and anywhere using a wide variety of personal and work devices and applications. Institutional applications have burgeoned, and integration points have increased exponentially. The complexity of IT support has increased accordingly.

Because faculty, staff, and students already use mobile technology in their personal lives, they're likely more proficient with it than they would be if forced to use a single platform for work. Unfortunately, this variety that helps enable and free faculty, students, and staff also means that IT support staff must become proficient with a much wider variety of platforms and systems. The "new normal" also presents new opportunities and new challenges. In a BYOD environment, end users may be more skilled with their devices than previously. At the same time, however, IT professionals must become more skilled with a wide variety of technologies and platforms.

The rising popularity of cloud computing raises issues not just for providing support for a wide variety of platforms but also for ensuring data security. Even institutions that arrange for secure cloud computing for institutional services have to consider the risk that end users will choose to use alternative cloud computing services. Another challenge of cloud computing is when IT support staff find that their ability to troubleshoot and diagnose user problems is curtailed because their access to cloud-based infrastructure, platforms, and services is more limited than their access to campus-based technologies.
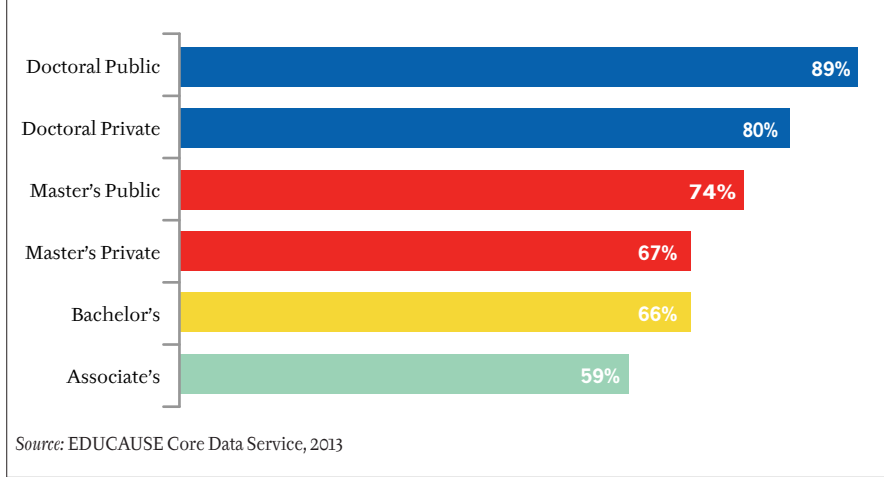
In many ways, issues surrounding user support do not change in the new normal. Many of the challenges remain the same. Fortunately, many of the best practices in IT support also apply and can be more useful than ever.

It is very important for the IT organization to clearly define the amount of support that faculty, staff, and students

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can expect. Service level agreements (SLAs) exist to provide clear information about what the IT organization can support—as well as when, where, and how quickly—and about end users' responsibilities. SLAs define the limits of support. They also commit the IT organization to a certain base level of service and describe the metrics that the IT organization will use to measure its ability to achieve that baseline. The best SLAs are a negotiation between the IT organization and the business units, ensuring that the IT support end users need is within the bounds of what the IT organization is actually capable of delivering with its current funding levels.

SLAs should be regularly renegotiated. In the new normal, this provides the IT organization an opportunity to understand current support needs and to negotiate either new concrete limits or funding increases to support increased demand. IT organizations have commonly set priorities for IT support to clarify which applications, devices, and environments will receive full support, best-effort support, or no support. It can be just as important for the organization to document and communicate the configurations and combinations that don't work with institutional resources or that constitute special security risks.

Effective, repeatable processes can help IT support become more efficient. To date, the focus has been on ITIL processes such

FIGURE 10. **Percentage of Institutions That Have Implemented Self-Service Support**

Institution	Percentage
Doctoral Public	89%
Doctoral Private	80%
Master's Public	74%
Master's Private	67%
Bachelor's	66%
Associate's	59%

Source: EDUCAUSE Core Data Service, 2013

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as incident management and request management. These are still excellent paths to efficient IT support. With these service management processes in place, IT organizations can consider moving beyond managing the support transaction to managing the customer. Customer relationship management (CRM) applications in higher education are most commonly applied to student applicants or alumni. Using a CRM to support the institutional community can help IT support move from a problem-oriented service to a value-oriented service.

Escalation paths have always enabled IT support staff to easily and quickly determine who, where, and how to escalate support issues. Now escalation paths will increasingly leave the institution. Tracking support tickets can become particularly challenging.

Knowledge management is key. Providing support in the new normal is an incentive for institutions to invest in or expand knowledge bases or self-support portals. Self-service support is the least-expensive form of IT support and can also provide better support 24/7; solutions that are documented; and a consistent, searchable database (see Figure 10). Self-service support documentation provided by the IT organization can be augmented with moderated community solutions to extend the efficiency and expertise of the IT support professionals.

IT professionals who can communicate clearly and personably with end users are still the most valuable resources an IT staff can have. A certain level of empathy is useful, not only for increasing user satisfaction but also for being able to address questions well. The ability to put oneself in the place of an end user who does not spend all of his/her time steeped in the details of technology is a valuable skill, and one that should be fostered whenever possible.

Advice

- Help designers and faculty ensure accessibility and ADA compliance in online education.
- Develop a data security governance/storage policy so that end users know which data is appropriate for mobile and cloud services.
- If mobile support is currently at a "best effort" level, consider making at least some aspects of it "mission critical."
- Consider a mobile device management (MDM) solution for mobile devices that access institutional data.
- Audit the management of IT support to determine whether such practices as SLAs, ITIL processes, and a service catalog are in place.
- Invest in knowledge management. Begin with a knowledge management tool for IT support staff. Then expand the capability to provide end users with self-support resources, extending to self-provisioning if possible.

"The explosion of online education, of course, also increases the demand for 24/7 support—support that may be difficult or impossible for resource-limited IT departments to provide."

—Jenny Crisp
QEP Director and Assistant Professor of English
Dalton State College

Issue #8
Developing Mobile, Cloud, and Digital Security Policies That Work for Most of the Institutional Community

Historically, higher education institutions have been in full control of both the computers and the services storing college/university data. We now find ourselves in a world where faculty, students, and staff access campus data with a wide variety of devices and services—many of which are outside the control of the institution. The proliferation of mobile devices and the use of cloud services create new questions for IT policy makers about information security and data management. Employees and students alike are using personally owned mobile devices to access institutional resources. E-mail is the most obvious, but with shared institutional data residing in the cloud through services such as Microsoft Office 365 and Google Apps for Education, people are accessing data in the form of spreadsheets and reports from a variety of mobile devices from different vendors, most of whom offer to back up data from the mobile device into their own cloud-based storage. With this confusion of services and profusion of providers (most of whom the institution has not contracted with for protecting the data), managing institutional data becomes more and more difficult.

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FIGURE 11. Distribution of Balance between IT Risk Control and Functionality/Openness
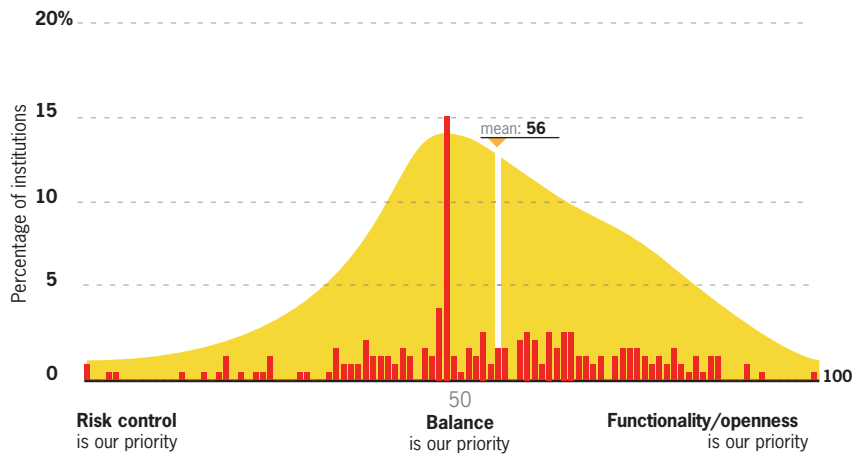
Source: Jacqueline Bichsel and Patrick Feehan, *Getting Your Ducks in a Row: IT Governance, Risk, and Compliance Programs in Higher Education* (Louisville, CO: ECAR, June 2014).

The risks of doing nothing are clear. When institutional data can easily, and accidentally, migrate outside of the control of the institution, it becomes critical for the IT organization to develop clear information and data-governance policies that define and spell out the appropriate ways to store and access campus data.

The dynamic and rapidly evolving nature of technology and its use can prove challenging for institutions whose security policies and procedures may be geared for traditional information systems. At most institutions, students and faculty are free to explore and use emerging technologies (in some cases, even to create them). Information security policies must address both this need for exploration and the risk appetite of the institution (see Figure 11).
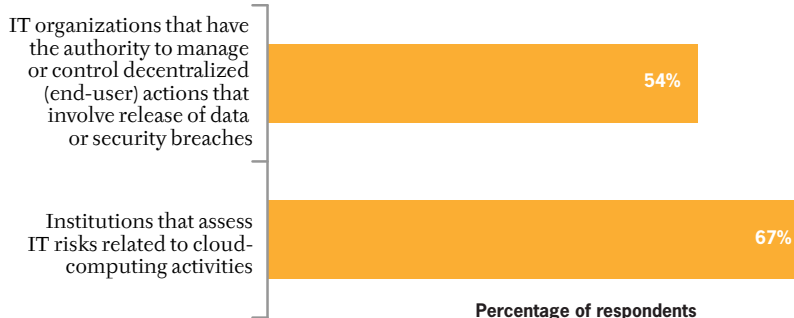
The specific cases of mobile devices and cloud computing can be addressed under a general framework for adapting policies and processes to focus on protecting data, rather than for making changes in technology. Information security policies and standards establish a base threshold for risk tolerance as well as parameters that surround accepted risk (risk mitigation and containment). A well-crafted information security policy

is focused on broad responsibilities that don't change with new technologies.

Increasingly, policies have moved away from technologies, users, or networks and have become focused on information (and data governance). This approach provides an opportunity to create risk- and security-focused controls that are largely unaffected by changing technologies. In this manner, mobile and cloud policies can dovetail with data-governance efforts (see Figure 12). Data governance as a framework addresses key issues of information (e.g., availability, integrity, security, and privacy) regardless of the location and technology.

Because data security requires the cooperation of every person who comes in contact with institutional data, the mere existence of policies is not enough. One thing that can help is a well-developed information security awareness and training program. Goals would be to incorporate the program into the new employee onboarding process and, ultimately, to make its completion required of all members of the institutional community (students, faculty, staff, and other affiliates). Even with those goals, institutions will need to find ways to enforce policy, at least for institutionally owned devices. Technology-based solutions like mobile device management (MDM) software are becoming more common (see Figure 13). Still, that addresses only a small fraction of all the devices that are being used to access sensitive data, meaning that policy and awareness remain our most important tools.

Advice

- Clarify the institutional approach to emerging security issues to determine when the institution should try to "get ahead" of emerging issues or when it should "wait and see" how the issues affect peer institutions.
- Strengthen ties to the higher education information security community by participating in the Higher Education Information Security Council (HEISC) and the Research and Education Networking Information Sharing and Analysis Center REN-ISAC.

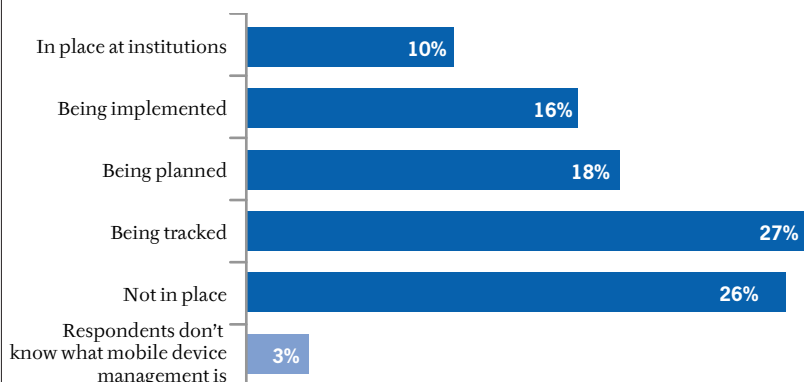**FIGURE 12.** Institutional Data Security Practices

Source: Jacqueline Bichsel and Patrick Feehan, *Getting Your Ducks in a Row: IT Governance, Risk, and Compliance Programs in Higher Education* (Louisville, CO: ECAR, June 2014).

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FIGURE 13. Mobile Device Management Practices

|	
In place at institutions	10%
Being implemented	16%
Being planned	18%
Being tracked	27%
Not in place	26%
Respondents don't know what mobile device management is	3%

Source: Susan Grajek, *Higher Education's Top 10 Strategic Technologies in 2015*, research report (Louisville, CO: ECAR, January 2015).

- Review the overall institutional approach to creating policies to ensure that they are sufficiently broad and technology-agnostic to accommodate changes in new technologies.
- Decide which policies should address all constituents in the same manner and which should be adapted to various groups such as students, faculty, staff, and affiliates.
- Ensure that information-focused policies like data governance are technology-independent. However, regularly track changes in the technology landscape to review potential implications for and impact on policy.
- Ensure that mobile and cloud policies are enforceable.
- Develop a communications and enforcement plan to ensure that members of the institutional community understand and adhere to policies.

"Those of us whose job it is to think about these things understand the issues and technologies and with some thought (and some long conversations with college counsel and risk management personnel) can come up with a strategy for addressing the situation. Developing policy language that will explain the problem and the strategy for dealing with it in ways that are understandable to the bulk of the college community is infinitely more difficult."

—**Mark I. Berman**
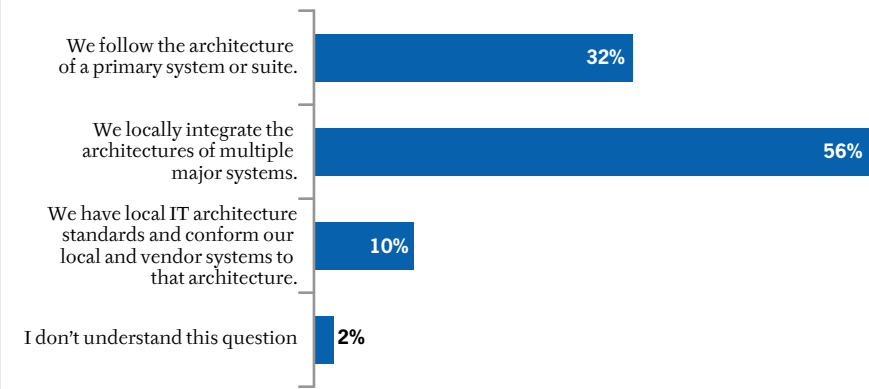**Chief Information Officer**
Siena College
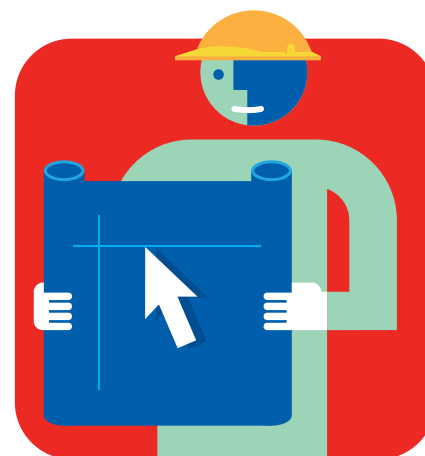
Issue #9
Developing an Enterprise IT Architecture That Can Respond to Changing Conditions and New Opportunities

How higher education will respond to the acceleration of change remains a top issue for 2015. Using *agility* as a watchword, IT professionals have often tried to predict or respond to change by emulating a successful effort at another institution. Yet the velocity of change in 2015 and beyond skews past formulaic response. Agility now requires institutions to learn, grow, respond, and become self-sustaining in shorter amounts of time.

Enterprise IT architecture is the overall structure within which the institution's information technology functions and interrelates. An effective enterprise IT architecture is intentional and scalable, ensuring that IT systems, services, and data flows can work together and are designed to support business processes and to advance business strategy. As technology environments and options continue to expand, they present new opportunities to provide value to higher education. Without a clear IT architecture as an anchoring reference, those new opportunities can easily burden an institution with a marvelous set of point

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FIGURE 14. Institutional IT Architecture Approaches

We follow the architecture of a primary system or suite. — 32%

We locally integrate the architectures of multiple major systems. — 56%

We have local IT architecture standards and conform our local and vendor systems to that architecture. — 10%

I don't understand this question — 2%

Source: Susan Grajek, *Higher Education's Top 10 Strategic Technologies in 2015*, research report (Louisville, CO: ECAR, January 2015).

solutions that interoperate only with great initial and ongoing effort (and expense and risk).

For many IT professionals, the appeal of working in academia is the opportunity for new learning experiences through the rich interplay of academic communities, technology, research, and collaboration. However, budget constraints and conflicting priorities within higher education subcultures have often challenged the feasibility of an IT architecture that truly works for the entire institution. The "enterprise" in enterprise IT architectures refers to a set of IT solutions that serve the entire institution. The most effective IT architecture is one that works for the whole enterprise, rather than being a glove-fit for several individual areas.

Emerging and maturing technologies are presenting new conditions that enterprise IT architects should consider. They include mobile, multiple layers of cloud solutions, BYOD, increasing digiti-zation of the higher education missions, and the Internet of everything. All these trends generate data streams and sources that higher education is just beginning to value and use to advance institutional strategy. An effective enterprise IT architecture that can put all the pieces together cost-effectively and in service to the enterprise can truly become a competitive advantage for institutions (see Figure 14).

For example, as cloud and SaaS applications proliferate through campuses, the integration of those applications into the enterprise IT architecture becomes a major concern and a major risk. Applications that are not integrated into the overarching IT architecture cannot contribute their data to the "Big Picture." They become islands of data that may be useful to the individual department but can create a blind spot in the top-level view of the institution.

The creation, or development, of an IT architecture that can easily adapt and absorb this quickly growing collection of independent software services is critically important to maintaining a comprehensive picture of the enterprise. We have all heard the term *big data* and understand that big rewards can be reaped from the collation and analysis of all the small pieces of information collected throughout our organizations. An IT architecture that can easily incorporate new applications is going to be better able to present a clear picture of what is going on and better able to inform strategic decision making.

An effective enterprise IT architecture is intentional and scalable, ensuring that IT systems, services, and data flows can work together and are designed to support business processes and to advance business strategy.

Centralizing and standardizing further simplifies the ability to respond quickly to changes. If a single platform is used in multiple instances, often a change can be made once and then quickly duplicated to similar resources. Centralized approaches for services minimize instances that would need to be changed, so that when needed, a single change can provide enterprise impact.

Good enterprise IT architecture can make the IT organization and the institution more effective. The obverse

"Taking time to plan ahead with new procurements will provide you a keystone for future success."

—**Mark C. Adams**
Vice President for Information Technology
Sam Houston State University

is also true. A recent Gartner warning applies to more than just applications. In the absence of an architecture, "applications are built with little regard for structure, fitness for purpose or maintainability. And, a lack of investment in application architecture seriously compromises the ability to develop composite applications and business process management solutions—both of which rely on the ability to readily integrate heterogeneous applications and data sources. Finally, an old or accidental application architecture results in systems that are difficult to change and difficult to debug, driving up costs, budget risk and schedule uncertainty."[15]

A well-defined enterprise IT architecture will be instrumental for managing change and optimizing opportunities. To sustain and grow a dynamic IT architecture, IT leaders must not overlook the importance of the IT organizational culture. Great ideas or future roadblocks will arise from the daily decisions of IT staff. Leaders should educate and encourage staff to consider flexibility and adaptability in daily decision making. Additionally the IT culture should adhere to a philosophy of collaboration with institutional partners. A culture of collaboration will facilitate the gathering of more reliable scope definitions for new projects, ultimately simplifying the change process.

Advice

- Determine the extent to which the institutional culture will support a standardized environment and enterprise-wide architecture. Take a strategic and staged approach to implementing enterprise architecture rather than trying to accommodate the entire institution at once. Work with receptive institutional partners to develop a change management strategy to accelerate effective adoption.
- Remember that a dynamic enterprise architecture requires high-level, continuous planning and review. Within the IT organization, establish staff roles that are responsible for enterprise architecture.
- Consider applying agile methodology concepts to culture and operations, as well as to development, to help the IT organization respond nimbly and quickly to changes.
- Whenever possible, select and/or design systems as configurable rather than as fixed single-use resources.
- Develop standards for classifying data in a systematic and consistent manner across all institutional and departmental systems, including those in the cloud.

Issue #10
Balancing Agility, Openness, and Security

The delicate act of balancing the complex needs for openness and freedom in higher education against the backdrop of an estimated 822 million records breached worldwide remains a forefront issue.[16] In a world of increasing and complex security threats, higher education institutions must move from a reactive to a proactive response in their IT security infrastructure. Protecting data and networks while maintaining openness and agility requires a balanced and open approach. The challenges abound.

Perhaps the biggest of these challenges is the human element. Faculty, students, and staff should be prepared and empowered to conduct themselves safely, securely, and ethically in the cyberworld. Tools and programs such as the HEISC *Information Security Guide* and the Stay Safe Online program of the National Cyber Security Alliance can prove very useful in helping to meet this need.[17] To balance agility, openness, and security, IT leaders must increasingly push auditable accountability out to users and their managers.

In addition, as the interest in analytics continues to grow, daily operations throughout the academy are becoming highly dependent on access to data.

This is a paradoxical and important issue for higher education in 2015: as the penalties and costs of data breaches grow, the value of the data to be used and leveraged in the academic mission is also growing. Student outcomes are increasingly tied to the brand of an institution as prospective students and their parents try to search for value metrics to help select a college or university. Metrics of real value entail an increased use of available data—and that portends risk. IT organizations must have a strategy to allow access to adequate, secure, and appropriate data for more entities in the higher education ecosystem, while also taking the utmost care for the privacy of individuals.

Another area of challenge concerns the research mission. Much research is conducted with prototypes or specialized technology that institutional IT staff neither support nor are aware of. How should the IT organization handle the unknowns in this scenario? Furthermore, in an era of participatory 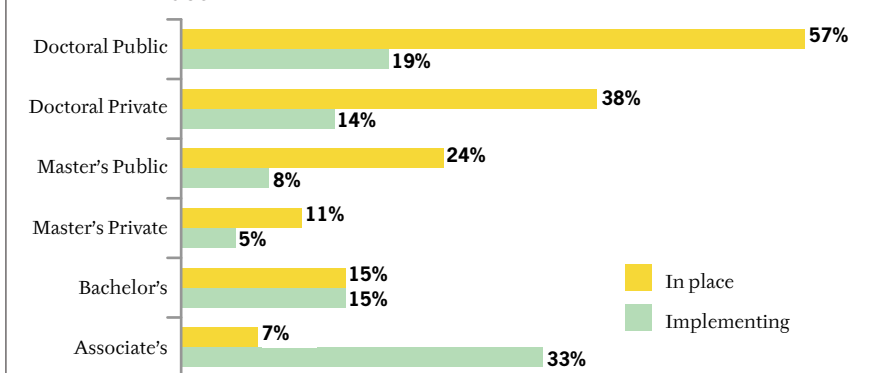and "crowd" culture, improvements are needed to support and safeguard collaborative research across disciplines, institutions, and organizations. Federated identity is providing a first step for access to institutional services (see Figure 15), but more is needed, especially in areas such as intellectual property, copyright, and export control.

Still another challenge is the need for agility in the delivery of technology-based solutions and services. This is a driving force in the evolution toward cloud-based services. The IT organization needs to be architecting services and solutions that can be introduced and modified, and even retired, in rapid fashion. This is no different from the situation in many other industries

> **IT** organizations must have a strategy to allow access to adequate, secure, and appropriate data for more entities in the higher education ecosystem, while also taking the utmost care for the privacy of individuals.

FIGURE 15. **Percentage of Institutions with Federated Identity Management in Place**

Institution Type	In place	Implementing
Doctoral Public	57%	19%
Doctoral Private	38%	14%
Master's Public	24%	8%
Master's Private	11%	5%
Bachelor's	15%	15%
Associate's	7%	33%

Source: Susan Grajek, *Higher Education's Top 10 Strategic Technologies in 2015*, research report (Louisville, CO: ECAR, January 2015).

and in society in general. Securing institutional data in the cloud becomes an accountability that institutions must share with both end users and solution providers. Security strategies are becoming more fine-grained and dependent on cooperation with vendors.

Not all cloud sourcing is done by the central IT organization. Vendors are going directly to end users, and vice versa. If the IT organization cannot be agile enough in its review and implementation of cloud services, the path of least resistance for users may be to work independently with vendors, perhaps without effective security safeguards.

Agility and openness are not diametrically opposed to security. They

> *A*gility
> can imply acceptance
> of the risk of spending
> less time in
> thorough planning and
> execution of a project,
> or it can imply leveraging a
> suite of existing,
> well-defined and
> vetted components to
> build something new.

are sometimes interpreted in this way because agility and openness often mean accepting certain business risks. Institutions may find themselves simultaneously accepting more risk with new, agile business practices and working to reduce the risk of information breaches and system outages. Where these risks overlap, well-defined and effective processes can help maintain a balance.

Agility can imply acceptance of the risk of spending less time in thorough planning and execution of a project, or it can imply leveraging a suite of existing, well-defined and vetted components to build something new. This is a

method for mitigating the risks of rapid action.

Openness sounds, to many people, like exposure to risk, but defining the scope of openness and acting proactively can enable open data access with minimal risk. Even data protected by regulations such as the Health Insurance Portability and Accountability Act (HIPAA) can be more accessible to researchers if proper de-identification and review has occurred.

Open dialogue is the key to balancing risks. Candid conversations between CIOs and Chief Information Security Officers (CISOs), Chief Privacy Officers (CPOs), and stakeholders are crucial. If parties are amenable to discussions about goals, those conversations can lead to a greater understanding among participants and can open additional doors to accomplishing those goals within the risk tolerance of the institution.

Advice

- Develop a risk profile for both established and new technologies to determine the appropriate level of risk.
- Educate faculty, staff, and students to understand the consequences of risk to the institution, in addition to themselves, and the steps they should take to minimize that risk.
- Brief senior leaders and the board of directors on the current threat environment.
- Develop a security framework and educate community members on how the IT organization is protecting their data, intellectual property, and the network.
- Upgrade security tools to enable a proactive response. Participate in the EDUCAUSE Core Data Survey to benchmark specific security practices and tools.
- Develop a strong partnership among institutional leaders, functional leaders (e.g., academics, research, administration), and information security leaders. Work in partnership to lead by example.
- Consider taking a "make it work unless it doesn't" approach in which risks are identified and addressed instead of automatically avoided.
- Establish a process for identifying, assessing, and documenting risks to support decisions of risk mitigation/acceptance/avoidance/transference.
- Develop data-governance policies and practices.
- Determine the ways in which faculty and institutional leaders need to collaborate with colleagues at other institutions, corporations, and government. Review the implications for security and develop an approach that will support collaboration and safeguard institutional data.

> "Having the infrastructure and technologies is manageable to a great degree. The human element is perhaps the biggest challenge in this equation."
>
> **—Francisca Yonekura**
> **Associate Department Head, Center for Distributed Learning**
> **University of Central Florida**

An Administrative IT Perspective on the Top 10 IT Issues

Betsy Tippens Reinitz

Three of the EDUCAUSE Top 10 IT Issues for 2015 offer a useful lens for viewing administrative IT programs at higher education institutions. Taken together, these three issues can serve as a roadmap for administrative IT strategy:

- First, determine the costs of administrative services and, using that information, work to gain efficiencies in the delivery of those services, potentially freeing up resources that can be reallocated to areas that enable growth and innovation (Issue #3).
- Next, prepare for the future by developing an effective sourcing strategy that promotes flexibility and agility (Issue #9).
- Finally, demonstrate the business value of administrative information technology by using its data for business intelligence and analytics initiatives in support of the institutional mission (Issue #5).

Issue #3: Developing IT Funding Models That Sustain Core Service, Support Innovation, and Facilitate Growth

Understanding the full costs of providing administrative IT services is a necessary first step in developing this kind of funding model. But these costs are difficult to calculate. They are a combination of one-time and ongoing costs, and they use both capital and operating funds. They involve staff resources, software licenses, hardware expenses, and long- and short-term contracts. They also include hidden costs such as energy and facility expenses. Although understanding these costs is essential, calculating these costs can be an overwhelming task. If resources for this costing work are limited, IT leaders can still make progress by getting an approximation of costs as a starting point.

Once costs are better understood, IT leaders should look for ways to be more efficient, keeping in mind that most administrative IT services, though essential to operations, do not significantly differentiate one institution from another. Many administrative systems are heavily customized in ways that may contribute to the cost of the service without adding value. IT leaders should work with functional units to gain efficiencies through standardization and redesign of business processes in order to decrease customizations and align processes. The resulting reduced or avoided costs may allow for the reallocation of resources from a focus on the operation of the institution to a focus on its growth or transformation.

IT leaders should also consider looking outside their organizations for innovation opportunities. For example, decentralized IT units may be able to foster growth and innovation in ways not possible within the central IT organization.

Issue #9: Developing an Enterprise IT Architecture That Can Respond to Changing Conditions and New Opportunities

IT leaders need to be ready for potentially big changes in how they architect and deliver administrative IT services. With the growth of cloud services, an enterprise architecture that follows one primary system or suite is becoming less practical, while the integration of architecture and data from multiple systems is becoming more common.

> IT leaders need to educate their institutions about the importance of data in furthering institutional goals, and they need to play a leadership role in developing an analytics strategy that supports those goals.

As the IT focus shifts away from the delivery of *technology* to the delivery of *services*, IT leaders need to consider the importance of flexibility for future data integration. And as more administrative services are moved to hosted solutions, institutional leaders need to develop strategies for data flow between campus-hosted and off-site systems. Staff skill sets may also need to evolve as data integration and contract management become more important.

To set direction, IT leaders should develop criteria for decision making about the hosting and managing of administrative services. It is important to think of the services

Discussion and Conclusions

Institutional Differences

The EDUCAUSE Top 10 IT Issues for 2015 reflect the aggregate priorities of higher education institutions. Some issues were more or less important for certain types of institutions.[18] Respondents to the Top 10 IT Issues survey could choose from a total of eighteen issues. Of the eight issues that did not make the overall Top 10 list, five were in the Top 10 of certain types of institution:

- *Sourcing technologies and services at scale to reduce costs (via cloud, greater centralization of IT, cross-institutional collaborations, and so forth)* was a Top 10 IT issue for community colleges, public master's universities, doctoral universities, and large institutions (those with 8,000 or more students).
- *Managing data across systems (data governance)* was a Top 10 IT issue for private master's universities, doctoral

themselves as the focus of the decision, rather than the technology used to provide the services. Decision criteria will vary depending on campus culture, available resources, and long-term goals but may include issues related to the recovery and retention of data, the management of institutional risk, and the ability to conform to applicable regulations and laws. Many institutions are considering a cloud-first strategy, in which a cloud solution is favored whenever feasible. Cloud solutions can offer scalability and flexibility not available through on-premise hosting, as well as faster deployments and upgrades.

Issue #5: Demonstrating the Business Value of Information Technology and How the IT Organization Can Help the Institution Achieve Its Goals

Although the operational aspects of administrative IT systems are critical to institutional goals, the business value of information technology can be demonstrated most clearly through the use of analytics and business intelligence.

Administrative data serves as an important institutional asset, but the strategic value of administrative information technology is sometimes under-realized. IT leaders need to educate their institutions about the importance of data in furthering institutional goals, and they need to play a leadership role in developing an analytics strategy that supports those goals. Components of this enterprise strategy should include a shared vision for the use of analytics and business intelligence, a shared governance model, an effective data-management plan, and common data definitions. As part of this work, IT leaders should develop partnerships across the

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ISSUE #3
Developing IT funding models that sustain core service, support innovation, and facilitate growth

| Define costs | Gain efficiencies | Reallocate resources |

ISSUE #9
Developing an enterprise IT architecture that can respond to changing conditions and new opportunities

| Build a sourcing strategy | Aim for flexibility and agility |

ISSUE #5
Demonstrating the business value of information technology and how the IT organization can help the institution achieve its goals

| Use data for business intelligence and analytics |

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enterprise, build alliances with functional units, and enlist others to help tell the IT tale. Developing strategies for using administrative IT data for analytics and business intelligence is an important way in which institutions can optimize the value of information technology.

The Administrative IT Value

Administrative information technology represents a significant expense, but it is also an important asset for higher education institutions. IT leaders should work to gain efficiencies in their administrative IT areas in order to free up resources that can be reallocated for growth and transformation initiatives for their institutions. They should strive to build administrative services to be as flexible and adaptable as possible, making use of the evolving variety of sourcing options in a way that is appropriate for their culture and resources. Those efforts will allow colleges and universities to reach beyond operational efficiency with administrative information technology, adding strategic value through analytics and business intelligence.

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institutions, and very small (fewer than 2,000 FTEs) and very large institutions (greater than 15,000 FTEs).

- *Developing a strategy for implementing analytics* was a Top 10 IT issue for public doctoral universities.
- *Balancing time and resources spent on innovation with those spent on execution* was a Top 10 IT issue for institutions with 2,000–3,999 FTEs.
- *Responding to and maximizing oppor-*

tunities from the combination of changes in higher education and in information technology was a Top 10 IT issue for institutions with 4,000–7,999 FTEs.

Common Threads

Many of the issues are intertwined. For example, *Developing an enterprise IT architecture* (issue #9) can help enable *Balancing agility, openness, and security* (issue #10). Issue #8 (*Developing mobile, cloud, and digital*

security policies) is arguably a specific instance of issue #10 (*Balancing agility, openness, and security*).

The data in applications—whether research, financials, HR records, space assignments, student records, or e-mail messages—was once largely incidental to the job of the IT organization. Now the IT organization is acutely aware of its responsibilities for managing, leveraging, and securing the data in the systems
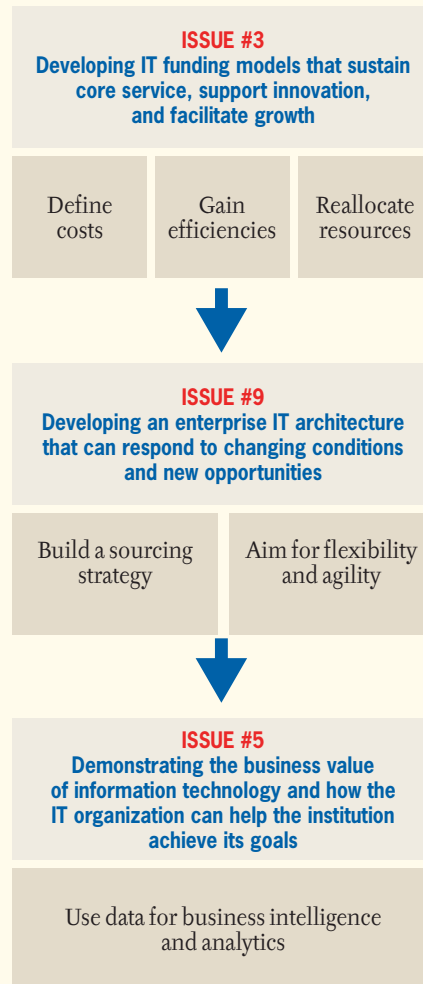
The Top 3 Strategic Information Security Issues

Joanna Lyn Grama and Valerie Vogel

The EDUCAUSE Top 10 IT Issues list presents a yearly look at the issues facing higher education institutions. This year, the EDUCAUSE IT Issues Panel invited the Higher Education Information Security Council (HEISC) to identify the top strategic issues facing campus information security departments. By responding to a brief survey, members of the higher education information security community—including Chief Information Officers (CIOs), Chief Information Security Officers (CISOs), IT directors and managers, and IT staff members—identified and selected their top three issues:

1. Developing an effective information security strategy that responds to institutional organization and culture and that elevates information security concerns to institutional leadership
2. Ensuring that members of the institutional community (students, faculty, and staff) receive information security education and training
3. Developing security policies for mobile, cloud, and digital resources (including issues of data handling/protection, access control, and end-user awareness)

Underpinning these strategic issues is the notion of addressing institutional risks and employing enterprise risk management practices. "All of the issues identified on an institution's list should be there based on an institutional risk assessment," said Melissa Woo, the CIO and Vice Provost for Information Services at the University of Oregon and a HEISC co-chair. Mature information security programs in higher education have a strong history of using well-established risk management concepts, which help an institution identify the unique information security risks that it faces. Woo added: "Not every institution will address the identified risks in the same way—you have to respond to them in a way that makes sense for the institution's organization and culture."

Developing an effective information security strategy was the top issue identified by the information security community. Developing such a strategy is the first step in establishing information security as an institutional strategic partner rather than an operational concern. An information security strategic plan is a high-level set of priorities for achieving information security goals and objectives. It is more than a recitation of the types of technologies to implement in order to help keep institutional data and resources secure; in addition, it is a forward-looking document that relates information security goals and objectives to the overall institutional mission. An information security strategic plan must be flexible in response to emerging information security issues and changing regulatory environments. It also should contain short-term and long-term objectives, performance targets, and metrics. The information security strategic plan is the vehicle that helps elevate important information security concerns to leadership.

Ensuring that members of the institutional community receive information security education and training was the second issue identified by the information security community. Members of the institutional community use information technology systems and the data in those systems daily. Making sure that students, faculty, and staff have adequate training on how to use and protect the data entrusted to and generated by the institution is of critical importance. From 2005 to 2013, unintentional human error (e.g., posting sensitive information on a website or otherwise mishandling data) and insider threats (e.g., an intentional breach of information by someone with legitimate access) accounted for 33 percent of data breaches in higher education, as compiled from a data set drawn from data breach information reported by the Privacy Rights

and applications it manages. This data is increasingly useful, regulated, and vulnerable. The strategic advantage of data used in analytics is common to *Improving student outcomes* (issue #4) and *Demonstrating the business value of information technology* (issue #5). Data governance is another common thread that binds several issues. Lack of institutional control over data is a challenge for *Providing user support in the new normal* (issue #7), *Developing mobile, cloud, and digital security policies* (issue #8), and *Balancing agility, openness, and security* (issue #10). The need to safeguard institutional data is germane to all those issues as well.

Some technologies are particularly relevant this year. Cloud computing influences most issues: the IT organization, funding models, user support, security, architecture, and IT staffing. Mobile computing is another strong thread, one that in fact dominates the 2015 Top 10 Strategic Technologies list.[19]

Institutions are struggling to achieve a balance between openness and individual/departmental autonomy on the one hand and security and cost-effectiveness on the other. Higher education has long placed autonomy ahead of control to provide faculty with an environment conducive to scholarship and discovery. The tradition of distinguishing between and separating academic and administrative technologies and systems is at least in part a strategy to support two very different institutional lines of business. In theory, this separation provides faculty with the freedom to use the technologies and establish the collaborations best suited to their work while enabling administrators to adopt strong controls

and efficient business practices. And yet academic autonomy has permeated administrative units and processes, resulting in duplicative and extensively

Clearinghouse (https://www.privacy rights.org/).[1] "Our community has noted the importance of a strategy to promote and expand information security awareness and education. Information security is everyone's responsibility," said Peter Murray, the CIO and Vice President for Information Technology at the University of Maryland, Baltimore. "We know that risks are reduced when information security becomes an integral part of an institution's culture."

Finally, the information security community identified *developing security policies for mobile, cloud, and digital resources* as the third information security strategic issue for 2015. This issue is also represented on the 2015 EDUCAUSE Top 10 IT Issues list (#8), highlighting that the information security community and the larger IT community both recognize the importance of security policies that protect institutional data no matter where it is stored or how it is accessed. The proliferation of cloud services and mobile devices is forcing institutions to move beyond frameworks that rely on specific technologies and to instead focus on data governance and data management issues that are technology-agnostic. The move to the cloud and users' mobile access to cloud resources also force institutions to rethink already established institutional policies. "Incident response policies are also impacted by the move to mobile access and cloud services," said Elias Eldayrie, the Vice President and CIO at the University of Florida and a HEISC Co-Chair. "We have to quickly learn about incidents that affect third-party service providers, and we need to be able to rely on vendors to implement or recommend fixes so that we can protect institutional data."

EDUCAUSE has a number of resources that colleges and universities can consult for their information security activities, including resources on developing strategies, promoting training and awareness, and developing policies and procedures. The HEISC *Information Security Guide: Effective Practices and Solutions for Higher Education* (http://www.educause.edu/security guide) is the only resource developed *by* higher education information security practitioners *for* higher education information security practitioners. The guide features toolkits, case studies, best practices, and recommendations to help jump-start campus information security initiatives. Another resource is the annual EDUCAUSE Security Professionals Conference, which will be held in Minneapolis in May 2015. The conference showcases information security thought leadership and offers numerous professional development activities for information security professionals at all career levels. We hope these resources will be useful in helping campus information security departments successfully address the top three strategic information security issues.

Note

1. See Figure 6, Types of Data Breaches in Higher Education, 2005–2013, in Joanna L. Grama, "Just in Time Research: Data Breaches in Higher Education," EDUCAUSE Center for Analysis and Research (ECAR) research report, May 20, 2014, http://www.educause.edu/library/resources/just-time-research-data-breaches-higher-education.

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customized business systems. In the meantime, the lines between administrative and academic technologies and users have blurred. Faculty have both academic and administrative roles. The LMS is an academic application with administrative uses. Or vice versa. Institutions are reassessing their choices in light of budget constraints, security challenges, opportunities provided by new technologies, and the desire to apply analytics techniques to data housed across disparate systems. The efforts of higher education institutions to centralize and standardize without impeding innovation or academic autonomy are playing out at least loosely in almost every one of the 2015 EDUCAUSE Top 10 IT Issues.

Collaboration is another common thread. Central and distributed IT organizations need to collaborate more to achieve an enterprise IT architecture that works for the entire institution, to optimize the use of technology in teaching and learning, to retain and develop the best technology staff, and to manage change. The IT organization and business units need to collaborate more to optimize the use of technology in teaching and learning, to ensure that information technology is delivering the best value, to standardize and optimize processes, to implement change, to develop effective IT funding models, to use institutional data most effectively, and to promote good information security. The IT organization and end users need to collaborate more on end-user computing needs and effective security.

Collaboration extends beyond the institution for both faculty and IT organizations. Research and scholarly activities depend on cross-institutional and international collaborations that IT

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The Top 10 IT Issues and the ELI Content Anchors: Convergence

Veronica Diaz and Malcolm Brown

In his 2004 book *The Wisdom of Crowds,* James Surowiecki wrote: "Under the right circumstances, groups are remarkably intelligent, and are often smarter than the smartest people in them … when our imperfect judgments are aggregated in the right way, our collective intelligence is often excellent."[1] Taking heed of Surowiecki's insight, the EDUCAUSE Learning Initiative (ELI) has been surveying the teaching and learning community annually since 2011 to gain collective insight into the key issues in higher education teaching and learning. The product of that consultation is the ELI Content Anchor Project (http://www.educause.edu/eli/initiatives/content-anchors).

The EDUCAUSE Top 10 IT Issues and the ELI Content Anchor Survey converge on key areas, bringing together complementary perspectives. The Top 10 IT Issues focus on information technology, viewed through the lens of the institutional IT organization under a CIO. The ELI content anchors represent the teaching and learning perspective, which views technology as a strategic enabler while also focusing on teaching and learning as a broad, intracampus practice. The two themes on which these perspectives coincide and intersect are of special importance: the convergence flags broad agreement about the significance of those issues.

> The ELI content anchors represent the teaching and learning perspective, which views technology as a strategic enabler.

The first intersecting theme is *improving student outcomes,* which has been on the EDUCAUSE Top 10 IT Issues list for the past three years (#2 in 2013, #1 in 2014, and now #4 in 2015) and which appeared as *assessment of student learning* in the ELI content anchors (#1 in 2014). Fundamentally, both lists are pointing to the same thing: the improvement of student learning outcomes through the creative use of technology, which in turn supports greater overall student success. The issue has also been highly ranked in both lists—strong evidence that student success and student learning are broadly relevant across all of higher education today.

An example of this theme is the use of learning analytics as a way to leverage technology to improve student outcomes. Analytics can be a key technology tool that, if used effectively, can lead to measurable improvements in student success and hence to increased completion rates. A learning analytics strategy—embedded into a campus technology architecture that integrates curricular applications, data, and key institutional perspectives—can enable success for students throughout their educational experience.

Another ELI content anchor connected to this theme of student learning outcomes is *evaluating technology-based instructional innovations* (#6 in 2014). Both the Top 10 IT Issue and this content anchor stress the need for *strategically leveraging* technology and the importance of assessing the impact of innovations. Most important, this content anchor calls for an emphasis on effective peda-gogical practice that is supported by technology, as well as on an exploration of new course models.

The second intersection is between the Top 10 IT Issue of *optimizing the use of technology in teaching and learning in collaboration with academic leadership* (#2 in 2015) and several ELI content anchors: faculty development (#3 in 2014), academic transformation (#4 in 2014), and working with emerging technology (in the top 4 since 2012). The "Top 10 IT Issues, 2015" article describes how important it is to involve academic leadership, especially the faculty, in this process of optimization. The article notes that the most important way to achieve this optimization is to help faculty in successfully integrating technology into their pedagogy in direct support of course objectives. This emphasis on faculty engagement and development is no accident: faculty development remains a perennial issue with the teaching and learning community.

The perspectives evident in the EDUCAUSE Top 10 IT Issues and the ELI Content Anchors Project present technology as a strategic enabler of the teaching and learning enterprise, on the one hand, and reveal teaching and learning as a key area of emphasis for the campus IT organization, on the other. When these two perspectives converge, the essential issues and themes come into relief. Given the complementary nature of their perspectives, the Top 10 IT Issues and the ELI Content Anchors Project can together serve as reference points and as points of departure for campus discussions and as a planning framework for development days and workshops. On a broader level, they can be used as a tool for campus strategic planning, not only providing context but also helping to ensure that strategic plans address the full spectrum of institutional issues and opportunities.

ELI will announce the results of the survey for the 2015 content anchors at its annual meeting: February 9–11, 2015.

Note

1. James Surowiecki, *The Wisdom of Crowds: Why the Many Are Smarter than the Few and How Collective Wisdom Shapes Business, Economies, Societies, and Nations* (New York: Doubleday, 2004), xiii-xiv.

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The EDUCAUSE Top 10 IT Issues Website

(http://www.educause.edu/ITissues)

offers the following resources:

- A video summary of the Top 10 IT issues
- Recommended readings and EDUCAUSE resources for each of the Top 10 IT issues
- Interactive graphics depicting issues trends year-to-year and by institutional characteristics
- IT Issues lists by institutional type
- Top 10 IT Issues presentation at the EDUCAUSE 2014 Annual Conference
- HTML and PDF links to this *EDUCAUSE Review* article

organizations must support effectively and securely. IT organizations need to collaborate with vendors on relationships that are far less transactional and far more interdependent.

The IT organization is at the intersection of two fields at inflection points: higher education and information technology. At this time of change, peril, and innovation, the collaborations among IT leaders across higher education and the ecosystem that supports them will be most important of all. Collectively, those in the profession of information technology in higher education can co-discover, co-create, and co-lead higher education to optimize its use of technology at this pivotal time. ∎

Notes

1. Andrew W. Grove, keynote address, Academy of Management Annual Meeting, San Diego, CA, August 9, 1998, http://www.intel.com/pressroom/archive/speeches/ag080998.htm.
2. The cycle of Moore's Law, from Intel cofounder Gordon Moore, is generally accepted to be eighteen months, although predictions have ranged from as few as six months to three years or more. Moore's original prediction was for transistor density, but the law has since been applied to many technologies and many industries.
3. Ray Kurzweil, *The Age of Spiritual Machines: When Computers Exceed Human Intelligence* (New York: Viking Penguin, 1999).
4. Erik Brynjolfsson and Andrew McAfee, *The Second Machine Age: Work, Progress, and Prosperity in a Time of Brilliant Technologies* (New York: W.W. Norton & Company, 2014), 7–8.
5. Geoffrey A. Moore, *Crossing the Chasm: Marketing and Selling Technology Products to Mainstream Customers* (New York: HarperBusiness, 1991).
6. Reference to Marshall McLuhan's famous quote "the medium is the message" from *Understanding Media: The Extensions of Man* (1964).
7. Jacqueline Bichsel and Patrick Feehan, *Getting Your Ducks in a Row: IT Governance, Risk, and Compliance Programs in Higher Education,* research report (Louisville, CO: ECAR, June 2014), 7.
8. For more on Integrated Planning and Advising Services (IPAS) research, see the ECAR *IPAS Hub*: http://www.educause.edu/library/resources/integrated-planning-and-advising-services-research.
9. Jacqueline Bichsel, *Today's Higher Education IT Workforce* (Louisville, CO: ECAR, January 2014).
10. Erik Brynjolfsson and Andrew McAfee, *Race against the Machine: How the Digital Revolution Is Accelerating Innovation, Driving Productivity, and Irreversibly Transforming Employment and the Economy* (Lexington, MA: Digital Frontier Press, 2011), 20.
11. Eden Dahlstrom and D. Christopher Brooks, *ECAR Study of Faculty and Information Technology, 2014* (Louisville, CO: ECAR, July 2014); Eden Dahlstrom and Jacqueline Bichsel, *ECAR Study of Undergraduate Students and Information Technology, 2014* (Louisville, CO: ECAR, October 2014).
12. Jeffrey M. Hiatt, *ADKAR: A Model for Change in Business, Government, and Our Community* (Loveland, CO: Prosci Learning Center Publications, 2006); Kurt Lewin, "Frontiers in Group Dynamics," in Dorwin Cartwright, ed., *Field Theory in Social Science* (New York: Harper & Row, 1951); John P. Kotter, "Leading Change: Why Transformation Efforts Fail," *Harvard Business Review,* March-April 1995, 1–10.
13. Glenn Llopis, "Change Management Requires Leadership, Clarity, and Alignment," *Forbes.com,* June 30, 2014, http://www.forbes.com/sites/glennllopis/2014/06/30/change-management-requires-leadership-clarity-and-alignment/.
14. John Jones, DeAnne Aguirre, and Matthew Calderone, "10 Principles of Change Management," *strategy+business,* April 15, 2004, http://www.strategy-business.com/article/rr00006?pg=all.
15. Ross Altman, W. Roy Schulte, Yefim V. Natis, Massimo Pezzini, Mark Driver, Cathleen E. Blanton, Nathan Wilson, and Gordon Van Huizen, *Agenda Overview for Application Architecture,* 2014, Gartner G00261571, January 10, 2014.
16. The number of records breached is from 2013. See Risk Based Security and Open Security Foundation, *Data Breach QuickView: An Executive's Guide to 2013 Data Breach Trends,* February 2014, https://www.riskbasedsecurity.com/reports/2013-DataBreachQuickView.pdf.
17. Higher Education Information Security Council (HEISC), *Information Security Guide: Effective Practices and Solutions for Higher Education,* http://www.educause.edu/library/resources/information-security-guide-effective-practices-and-solutions-higher-education; National Cyber Security Alliance, *Stay Safe Online* website: http://www.staysafeonline.org.
18. For Top 10 IT Issues lists for different types of institutions (based on Carnegie Class, size, and approach to technology adoption), see the EDUCAUSE Top 10 IT Issues website: http://www.educause.edu/research-and-publications/research/top-10-it-issues.
19. Susan Grajek, *Higher Education's Top 10 Strategic Technologies in 2015,* research report (Louisville, CO: ECAR, January 2015). "Strategic technologies" are defined as relatively new technologies that institutions will be spending the most time implementing, planning, and tracking in 2015.

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XVI.

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