

TRUMAN STATE UNIVERSITY
Kirksville 63501

OFFICIAL MINUTES
OF THE
BOARD OF GOVERNORS

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OPEN SESSION
OF MEETING ON
FEBRUARY 5, 2022

The Board of Governors for Truman State University met on Saturday, February 5, 2022, on the University campus in Kirksville, Missouri. The meeting was held in McClain Hall 206J. The open session of the meeting was called to order shortly after 1:00 p.m. by the Chair of the Board of Governors, Sarah Burkemper.

Participating in the video conference meeting were all seven voting members: Sarah Burkemper, Philip J. Christofferson, Cheryl J. Cozette, Jennifer Kopp Dameron, Nancy Gingrich, K. Brooks Miller, Jr., and Jim O'Donnell.

Also participating via video conference were the three non-voting members: David Lee Bonner and Mike McClaskey, the two out-of-state members, and Abigail Smeltzer, student representative.

Call to Order, Chair Report, and Public Comment

Governor Burkemper called the meeting to order and welcomed all in attendance.

During the Public Comment section of the meeting, Governor Burkemper recognized student Elias Burrough who had requested to speak to the Board on behalf of the Truman State University College Republicans. Elias, event coordinator for the College Republicans, provided brief comments concerning the implementation of COVID mitigation strategies.

Recognition of 2021 Board Chair – K. Brooks Miller, Jr.

Governor Burkemper recognized Governor Miller for his service as the 2021 Chair of the Board, noting that the Board hopes to officially recognize Governor Miller in person at the Board's April meeting.

Minutes for Open Session of Meeting on December 4, 2021

Governor Dameron moved the adoption of the following resolution:

BE IT RESOLVED that the minutes for the open session of the meeting on December 4, 2021, be approved.

The motion was seconded by Governor Cozette and carried by a unanimous vote of 7 to 0. Governor Burkemper declared the motion to be duly adopted.

President's Report

Dr. Susan L. Thomas, University President, shared a selected engagements report and noted items of interest since the last meeting of the Board. Within her report she provided a budget update and highlighted, among other topics, a Higher Education and Workforce Development Roundtable on February 1, coordinated by Missouri Governor Mike Parson and hosted by Truman.

Legislative Consultant Report

Mike Gibbons, with GibbonsWorkman, LLC, shared his thoughts related to the 2022 Missouri Legislative Session. The firm of GibbonsWorkman serves as Truman's Governmental Relations Service Consultant.

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Student Government Report

Shania Montufar and Ethan Kershaw, 2021-22 President and Vice President of Student Government, provided the annual Student Government Report highlighting the organization's many impactful activities and initiatives.

Academic Affairs and Student Services Committee Report

Governor Gingrich, Chair of the Academic Affairs and Student Services Committee, provided a report on the committee meeting held earlier in the day.

Section 5.010 of the Code of Policies pertaining to Academic Degrees and Programs – Bachelor of Science in Music Business

Governor Gingrich moved the adoption of the following resolution:

BE IT RESOLVED that Section 5.010 of the Code of Policies of the Board of Governors entitled Academic Degrees and Programs be amended by the addition of the following undergraduate program:

Music Business, B.S.

BE IT FURTHER RESOLVED that the adoption of such program be subject to the approval of the Coordinating Board for Higher Education.

The motion was seconded by Governor Christofferson and carried by a unanimous vote of 7 to 0. Governor Burkemper declared the motion to be duly adopted.

Section 5.010 of the Code of Policies pertaining to Academic Degrees and Programs – Bachelor of Arts in Linguistics

Governor Cozette moved the adoption of the following resolution:

BE IT RESOLVED that Section 5.010 of the Code of Policies of the Board of Governors entitled Academic Degrees and Programs be amended by the addition of the following undergraduate program:

Linguistics, B.A.

BE IT FURTHER RESOLVED that the adoption of such program be subject to the approval of the Coordinating Board for Higher Education.

The motion was seconded by Governor Gingrich and carried by a unanimous vote of 7 to 0. Governor Burkemper declared the motion to be duly adopted.

Section 5.010 of the Code of Policies pertaining to Academic Degrees and Programs – Bachelor of Arts in Applied Linguistics

Governor Gingrich moved the adoption of the following resolution:

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BE IT RESOLVED that Section 5.010 of the Code of Policies of the Board of Governors entitled Academic Degrees and Programs be amended by the addition of the following undergraduate program:

Applied Linguistics, B.A.

BE IT FURTHER RESOLVED that the adoption of such program be subject to the approval of the Coordinating Board for Higher Education.

The motion was seconded by Governor Christofferson and carried by a unanimous vote of 7 to 0. Governor Burkemper declared the motion to be duly adopted.

Enrollment Management Report

Dr. Tyana Lange, Vice President for Enrollment Management and Marketing, provided an enrollment management report focusing on efforts to recruit the Fall 2022 entering class.

Contract for Customer Relationship Management Consultant

Governor Christofferson moved the adoption of the following resolution:

BE IT RESOLVED that the proposal from enrollmentFUEL, LLC to provide customer relationship management services for the Office of Admission, with the fees, expenses, and work for such services to be within the guidelines of the firm's proposal, be approved; and

BE IT FURTHER RESOLVED that the President of the University, or her designee, be authorized to execute a contract with the firm for the consultant services; and

BE IT FURTHER RESOLVED that a copy of the proposal be attached to the minutes as an exhibit.

The motion was seconded by Governor Miller and carried by a unanimous vote of 7 to 0. Governor Burkemper declared the motion to be duly adopted, and the Secretary designated a copy of the document as Exhibit A.

Finance and Auditing Committee Report

Governor Burkemper, Chair of the Finance and Auditing Committee, provided a report on the committee meeting held earlier in the day.

Financial Report

Governor Burkemper presented the Financial Report which included a review as of December 31, 2021, of education and general revenues and expenditures and auxiliary system revenues and expenditures and a review as of December 31, 2021, of the Truman State University Foundation revenues and expenditures.

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Review of Conflict of Interest Policy

Governor Burkemper conducted the annual review of the Board of Governors Conflict of Interest Policy.

Budget and Capital Projects Committee Report

Governor Christofferson, Chair of the Budget and Capital Projects Committee, provided a report on the committee meeting held earlier in the day.

Construction Projects Report

Governor Christofferson provided an update on construction projects which had been approved by the Board at previous meetings.

Contracts for Construction Projects and Equipment Purchases

Governor Christofferson noted that no construction projects or equipment purchases totaling \$25,000 to \$100,000 had been approved since the last meeting of the Board.

Union Agreement Renewal

Governor Christofferson moved the adoption of the following resolution:

BE IT RESOLVED that the proposed changes in the renewal of the current Memorandum of Agreement for Unit I by and between Truman State University and Laborers' International Union of North America, Local No 955, as highlighted in the attached document, be approved; and

BE IT FURTHER RESOLVED that the President of the University be authorized to execute a new memorandum of agreement for Fiscal Year 2023 and Fiscal Year 2024 with an incorporation of the recommended changes; and

BE IT FURTHER RESOLVED that a copy of the document be attached to the minutes as an exhibit.

The motion was seconded by Governor Dameron and carried by a unanimous vote of 7 to 0. Governor Burkemper declared the motion to be duly adopted, and the Secretary designated a copy of the document as Exhibit B.

Faculty Early Retirement Incentive Program 2023

Governor Cozette moved the adoption of the following resolution:

WHEREAS, it is the desire of the Board of Governors of Truman State University to establish a one-time retirement incentive for faculty;

NOW, THEREFORE, BE IT RESOLVED that the attached document, entitled "Faculty Early Retirement Incentive Program 2023" shall be the policy of the Board of Governors and shall automatically expire on April 1, 2022; and

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BE IT FURTHER RESOLVED that the President of the University, or her designee, be authorized to implement the policy; and

BE IT FURTHER RESOLVED that a copy of the document, as reviewed at the meeting, be attached to the minutes as an exhibit.

The motion was seconded by Governor Gingrich and carried by a unanimous vote of 7 to 0. Governor Burkemper declared the motion to be duly adopted, and the Secretary designated a copy of the document as Exhibit C.

Summer 2022 Flooring Project

Governor Dameron moved the adoption of the following resolution:

BE IT RESOLVED that the description and budgeted amount for the following project be approved:

<u>Project Name</u>	<u>Project Budget</u>
Summer 2022 Flooring Project	\$250,000

BE IT FURTHER RESOLVED that the President of the University, or her designee, be authorized to accept the lowest and best bids for the project; and

BE IT FURTHER RESOLVED that a copy of the description of the project, as reviewed at the meeting, be attached to the minutes as an exhibit.

The motion was seconded by Governor Miller and carried by a unanimous vote of 7 to 0. Governor Burkemper declared the motion to be duly adopted, and the Secretary designated a copy of the documents as Exhibit D.

Service Agreement for Remote Mental Health Services

Governor Miller moved the adoption of the following resolution:

BE IT RESOLVED that the President of the University, or her designee be authorized to renew the service agreement with LifeWorks (US) Ltd. to provide remote mental health counseling services for Truman State University students from March 1, 2022 through June 30, 2023, at a cost not to exceed \$70,000.

The motion was seconded by Governor Christofferson and carried by a unanimous vote of 7 to 0. Governor Burkemper declared the motion to be duly adopted.

Agenda Items for Future Meetings

Governor Burkemper reviewed a list of projected agenda items for the regular meetings during the next year.

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Dates for Future Meetings

Governor Cozette moved the adoption of the following resolution:

BE IT RESOLVED that the next regular meeting of the Board of Governors be scheduled for Saturday, April 9, 2022, on the University campus in Kirksville, Missouri, beginning at 1:00 p.m., with the understanding that the Chair may alter the starting time and/or place for the meeting by giving due notice of such change; and

BE IT FURTHER RESOLVED that other regular meetings of the Board during the next year be tentatively scheduled for the following dates:

Saturday, June 18, 2022;
Saturday, August 6, 2022;
Friday, October 7, 2022;
Saturday, December 3, 2022; and
Saturday, February 4, 2023.

The motion was seconded by Governor Gingrich and carried by a unanimous vote of 7 to 0. Governor Burkemper declared the motion to be duly adopted.

Agenda Items for Closed Session

Governor Gingrich moved the adoption of the following resolution:

BE IT RESOLVED that this meeting be continued in closed session, with closed records and closed votes as permitted by law, for consideration of the following items as authorized by Section 610.021, Revised Statutes of Missouri:

1. Approval of minutes for the closed session of the last meeting under Subsection 14 of the statute for "Records which are protected from disclosure by law";
2. Individual personnel actions under Subsection 3 of the statute for "Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded"; and
3. Confidential communications with the General Counsel.

The motion was seconded by Governor Christofferson and carried by a unanimous vote of 7 to 0, with Governors Burkemper, Christofferson, Cozette, Dameron, Gingrich, Miller, and O'Donnell voting Aye. Governor Burkemper declared the motion to be duly adopted.

The closed session of the meeting began shortly after 2:40 p.m.

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The open session of the meeting resumed shortly after 4:10 p.m.

There being no further business, Governor Miller moved that the meeting be adjourned. The motion was seconded by Governor Gingrich and carried by a unanimous vote of 7 to 0. Governor Burkemper declared the motion to be duly adopted, and the meeting adjourned shortly after 4:15 p.m.


Nancy Gingrich
Secretary of the Board of Governors

I hereby certify that the foregoing minutes
were approved by the Board of Governors
on the 9th day of April, 2022.

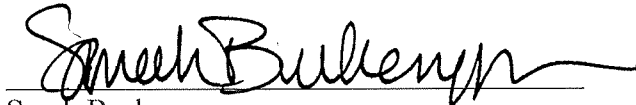

Sarah Burkemper
Chair of the Board of Governors

EXHIBIT A

AG

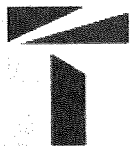
slate

• GOLD PARTNER •

slateEDUCATE
PROPOSAL



enrollment**FUEL**



TRUMAN
STATE UNIVERSITY



December 21, 2021

Dr. Tyana Lange
Vice President for Enrollment Management and Marketing
Truman State University
100 E. Normal Avenue
Kirksville, MO 63501

Dear Dr. Lange:

Thank you for the opportunity to submit a Slate proposal to Truman State University. This proposal represents the support expertise and development best practices on the Technolutions Slate CRM system. Our Slate consultants have been touted among our current college partners as insightful, thorough, and efficient. Ultimately, we want to help you maximize the functionality of your Slate instance.

A common refrain during the development of any CRM is, "...but nobody asked me about this!" A clear goal of FUEL is to help your staff be part of the process, instead of the development happening "to" them.

At FUEL, we always start planning and design sessions with the end goal in mind—in fact, we work backwards for a great operational strategy in order to limit scope and stay on target. This is how we accomplish so much, so fast, to meet deadlines. And, as great ideas for future implementation phases emerge, we make note so those ideas can eventually come to fruition without letting you stray from your original target. During development, the bottom line is our ultimate goal. We want to provide a seamless experience for your enrollment team, eliminate manual tasks, and redirect efforts to value-added opportunities.

In this document, you will find outlined enrollmentFUEL's stages for Slate development and training, our team's profile, the enrollmentFUEL history, descriptions of our distinctive arsenal of strategic enrollment management tools, pricing, and Slate-specific references.

Thank you for allowing us the opportunity to help you and your team go from an application "blank Slate" to fully operational at Truman State University. We think you will like our plan.

Warm Regards,

A handwritten signature in black ink that reads 'Jacquelyn' in a cursive script.

Jacquelyn D. Elliott, Ed.D.
President
enrollmentFUEL, LLC

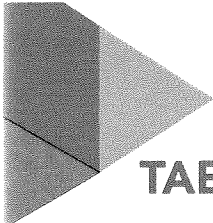


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IMPORTANT: The contents of this proposal are proprietary and confidential. They are for use and access for the intended recipient(s) only for purposes of contracted work. Sharing of these documents beyond the intended recipient(s) could result in legal action by enrollmentFUEL, LLC.

OUR SERVICES

■ **Student Search and microSEARCH™**

Reach tuition and revenue goals this recruiting cycle. Effectively deploy your resources to focus on the leads who will matriculate. Today, the best results come from Student Search campaigns combining email, digital advertising, direct mail, and eye-catching collateral. Our digital marketing offers the tools you need, including household targeting, geotargeting, geofencing, retargeting ads, and social media advertising.

Tailored Tactics for Targeted Student Search Results. Need a nimble and efficient Student Search campaign that can be deployed quickly and fit in your budget? Our microSEARCH™ campaign is what you've been seeking. Each campaign includes compelling copy and creative design to showcase your institution. With the flexibility to include any or all tactics included in traditional Student Search, such as direct mail, emails, and social and household targeting ads, you're in the driver's seat.

■ **Digital Marketing Solutions**

Target prospective students in the digital space. Our digital experts can help you amplify your message at all stages of your recruitment funnel. Through household-targeted display ads and improved, non-pixel-driven retargeting ads, our team is prepared to deploy several tools where digital ads, Connected TV commercials, streaming radio ads, emails, and direct mail all converge and sequence together to grow your inquiries, applicants, and deposits. Our digital services include look-alike list creation, social media ads, Google Ads, search engine optimization (SEO), geographical framing and fencing, profile-based ads, Pre-roll ads, influencer marketing, and social media audits.

■ **Adult & Graduate Recruitment**

Elevate your adult and graduate recruitment approach. Need to bolster your enrollment for these sometimes-hard-to-recruit-for programs? 100% of our graduate recruitment campaigns have succeeded in GROWING enrollment! Read that again. 100% of our graduate clients have experienced growth! What's in our secret success sauce? Well-constructed and well-placed digital ads, inquiryDETECTOR to identify those stealthy prospects, SEO audits to help them find you, look-alike modeling, Connected TV experiences, pre-roll video, and more come together to expand the top of your recruitment funnel. We can create a tailored campaign just for you that helps you compete and win!

■ **Forensic Lead Generation™**

Use advanced digital technology to identify new leads. Today, all enrollment prospecting is filled with stealth activity, as students keep their intentions "close to the vest." Solve the mystery of knowing who wants more engagement from you. Forensic Lead Generation™ puts your website and digital listening technologies at the forefront of your lead generation strategy. Allow enrollmentFUEL to help you capture, properly attribute, and measure the performance of all your marketing channels. By using our full complement of Forensic Lead Generation services, including matchBACK, inquiryDETECTOR, and clickCAPTURE, we can be sure to identify all your leads—including those who are currently going undetected in your communications flow—and, we can help you create campaigns to move them through your recruitment funnel.

■ **Financial Aid Services**

Reach tuition and revenue goals. enrollmentFUEL's executive suite of services includes Financial Aid. From your packaging philosophy to scholarship matrix builds and resets, FUEL will help you meet discount rate projections and tuition revenue goals.

■ **Look-Alike Modeling**

Expand your promotional capabilities beyond traditional list sources. Fewer prospective students are available from test-taker lists. Look-alike modeling is an emerging higher education tactic to identify leads based on data from your prior enrollees. With predictive modeling based on household data, you can launch digital campaigns to households that contain prospective students who have a high likelihood to convert. Trust the digital experts at enrollmentFUEL to launch a look-alike campaign to find your future students.

■ **smartSEARCH**

Geodemographic research to identify segmentation opportunities. Identify the leads most likely to convert with smartSEARCH. Using a combination of tactics, such as data mining, geodemographic data analysis, predictive modeling, and data enhancement, we identify clusters of students who are most likely to enroll at your school. This investment ensures efficient list purchases and helps you identify the market segments that are the best fit for your institution.

■ ghostVOICE

A friendly voice message is an effective touch. Increase your messaging options with ghostVOICE. This cost-effective, ringless voicemail solution delivers messages to mobile phones and is effective for spreading the word about scholarships, application and deposit dates, and campus visit opportunities. Why waste valuable dialing time on transactional calls when ghostVOICE can spread the word for you?

■ Yield Boost

Don't lose the momentum you've already built. The team has done a lot of heavy lifting to get to this point, and now isn't the time to let off the gas. You have to keep FUELing the engine. With our yield solution, you can rest assured that an omnichannel communication plan will continue to engage students after acceptance. Social media ads, household targeting, direct mail, and email keep the engine humming so you can cross the finish line and meet your enrollment goals.

■ teleCONNECT

Amplify the voice of your institution. Free up your professional staff with teleCONNECT—calling and texting support from enrollmentFUEL. Our seasoned and friendly telecounselors support all types of action-based campaigns for institutions that want outside assistance to tackle time-consuming transactional calls or increase outbound contacts for recruiting. enrollmentFUEL develops scripts, trains, makes calls, sends texts, and monitors quality.

■ inquiryBUILDER

Find the names you've been looking for. Every institution's admission funnel is different, and we get that. While we don't advocate volume for the sake of volume, the right students in your inquiry pool can help shape the remainder of your workflow for any given class. Worried about finding top-quality names as search lists shrink? Don't worry—enrollmentFUEL has been working ahead of the game to create our own name buy platform, inquiryBUILDER—a robust alternative.

■ appGEN

Build your application pool. Boost your applicant pool. With a strategic and intentionally timed cadence of action steps, you can help students realize the benefits of applying to your institution. FUEL will use digital marketing, direct mail, ringless voice messaging, and telecounseling to give a lift to your applicant pool. An application generation campaign is a highly effective solution, especially when paired with our Student Search and Yield Boost products.

■ clearFOCUS

Predict the future and work more efficiently. Enrollment funnels continue to widen at the top with reduced trickle down. All the "white noise" probably stifles your admission team, as they struggle to identify students most interested in attending. Lift the cloud that limits their ability to focus on the right students. Through a review of historical enrollment patterns, high school characteristics, and demographics, our predictive modeling solution, clearFOCUS, assists you and your team deeper in the funnel by identifying those most likely to apply and enroll. We will help you implement the chosen strategy, provide continuous monitoring throughout the cycle to assess the emerging enrollment picture, and work with you to make mid-course corrections, if necessary.

■ slateEDUCATE

Get help from a Gold Slate Preferred Partner. Whether you are new to Slate or just looking to optimize your enrollment management solution, enrollmentFUEL's slateEDUCATE team has the expertise you need to use Slate technology to its fullest to grow enrollment.



■ commFLOW Solutions

Communicate smooth, flawless messages that augment your brand and values. Get high impact creative built on a foundation of enrollment expertise with recruiting and financial aid commFLOW solutions from enrollmentFUEL. We can assist you with all types of collateral development, including emails, landing pages, virtual campus tours, viewbooks, travel pieces, direct mail, financial aid communications, and award letters. If you are looking for insight into your overall process, enrollmentFUEL can also audit your current communication flow and make recommendations.

■ Customized Consulting & Training

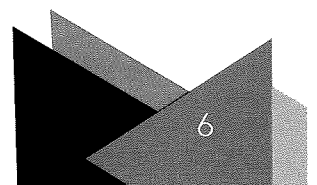
Develop your team and increase your effectiveness. Our customized training and coaching programs have helped many schools surpass their enrollment goals by improving team performance. FUEL's training facilitators all have over 20 years of enrollment experience. Whether you need help with sales and recruitment coaching, goal setting, soft skills development, executive or one-on-one coaching, or assessing and improving standard operating procedures, our solutions are tailor-made to fit your specific needs.

PROPOSAL OVERVIEW

Truman State University is looking to engage a Slate Preferred Partner in order to provide CRM strategic assessment, platform analysis, business transformation, a technical roadmap, and an excellent end-user experience. In particular, Truman is looking for:

- A solution that assigns a single technical project manager so that focus and effective communication remain a priority.
- The opportunity for your Slate Captains to become even better strategists and users of the product.
- A highly engaged Slate Ninja who has vast knowledge of Slate to help train staff on best practices and emerging tips and tricks within Slate.
- Effective and relevant training for staff.
- An appreciation for the need for custom development as it relates to your unique needs and enrollment operations plan.
- A partnership that provides concierge customer service.
- An account manager who listens aggressively and appreciates the operational capacities of Truman.
- A partner who excels in working with private liberal arts colleges, knows the pain points, and helps work in tandem on strategy throughout the life of the project.
- A partner who understands the importance of personalization and segmentation when communicating with Gen Z audiences.
- A partner who will support the development, repair, and advancement of Truman's current portal.

We thought it was important to capture these in-depth discovery points right out the gate. We are pleased that FUEL is able to fulfill all Truman is seeking in this partnership, and we will do everything in our power to deliver.



PREFERRED PARTNER OVERVIEW

The Slate Preferred Partner Program recognizes organizations that integrate with Slate and offer implementation support, while providing meaningful contributions to the higher education community. Slate Preferred Partners have a deeper understanding of product functionality and processes and have access to a variety of resources and insights into best practices.

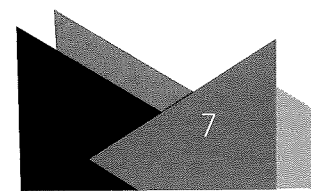
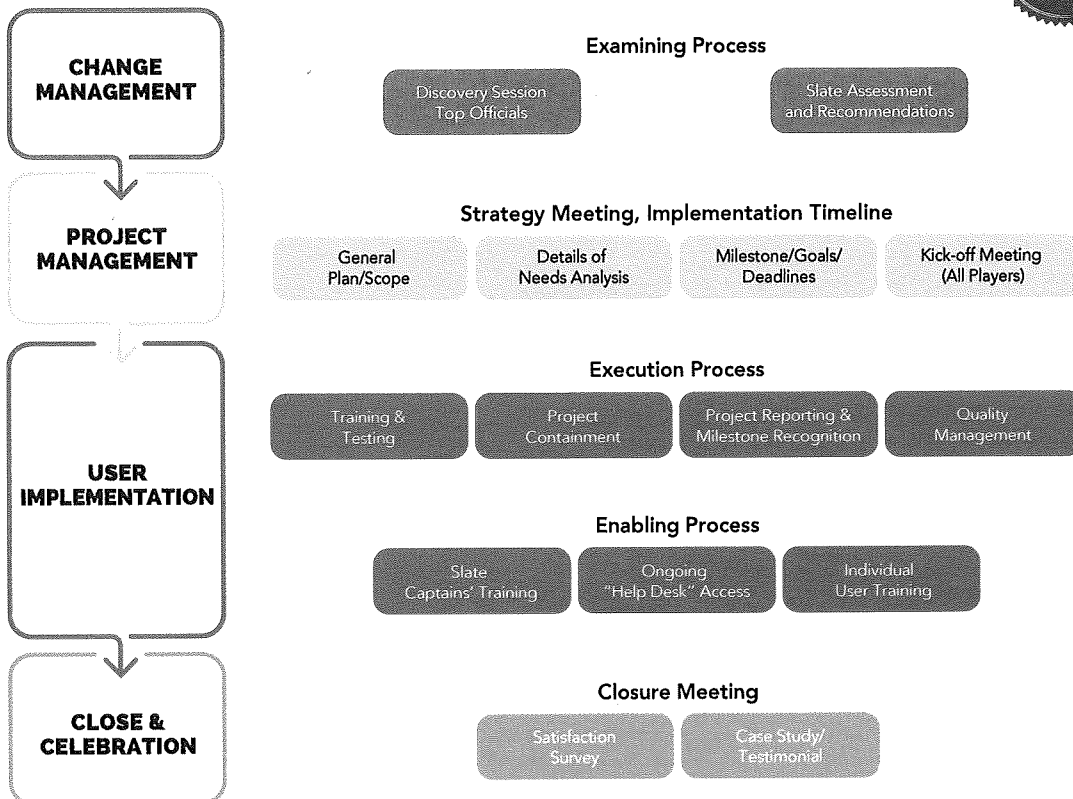
Preferred Partners are selected by a comprehensive application process for their commitment to providing Slate users with options for only the most exceptional service. Each vendor or organization must meet key requirements and add unique value to the Slate user community.

Three distinct levels of participation are available for Slate Preferred Partners: Platinum, Gold, and Silver. Platinum Partners are featured in the Slate Innovation Summit Showcase, and both Platinum and Gold Partners have committed to attending all of the Technolutions training opportunities available. All Partners have access to a variety of resources to gain a deeper understanding of product functionality and processes.

enrollmentFUEL is proud to be a Slate Gold Preferred Partner.

PROJECT SCHEMA

SLATE PROJECT SCHEMA



ABOUT enrollmentFUEL

enrollmentFUEL is an enrollment management and marketing services provider based in Chapel Hill, NC, founded by Mike Wesner and inspired by Dr. Jacquelyn D. Elliott. Mike and Jacqui have a long history of working with colleges, universities, and emerging companies who need help fueling their growth. Together, they have produced over 800 Student Search marketing campaigns for both public and private colleges and universities.

enrollmentFUEL is a privately held, veteran owned, North Carolina based LLC owned by Mike Wesner with Dr. Jacquelyn D. Elliott, President, holding interest in the company. Of significance is the fact that the company, since its inception, has shown great persistence in keeping clients happy. We have an 85% retention rate and are proud to say we have continued relationships with all of our past clients.

More than fifty employees make up the team, with a variety of full-time, part-time, contractor, and consultant arrangements. There are no current plans to merge, acquire, or be acquired by any other entity.



Mike Wesner
Founder,
Chief Imagination Officer



Dr. Jacquelyn D. Elliott
President,
Funnel Tamer



Jay Fedje
VP of Client Services,
Enrollment Jedi



Michelle Sundstrom
VP for Operations,
Sous Chef



Lisa Branson
VP for Enrollment
Systems, *Campaign
Whisperer*



Nicholas Balk
VP of University
Partnerships, *Bridge
Builder*



Katie Jordan
CRM Consultant



Allen Archer
Director of Programming,
Data Czar



Alison Walls
Director of Marketing
Operations, *Air Traffic
Controller*



Ray Finton
Developer & Data
Analyst, *Code Warrior*



Gretchen Long
Creative Director,
Design Goddess



Traba McQuary
Director of Emerging
Marketing Solutions,
Digital Diva



Rory Green
Developer & Data
Analyst, *Codesmith*



Camlin Talbot
Operations Specialist &
Number Cruncher



Jazmane Brown
Project Manager, *Cool,
Candid Connector*



Mike Obringer
Chief Financial Officer,
Chief Bean Counter



Kelly Zachrich
Quality Control Specialist,
I Dotter & T Crosser



Susanna Mayo
Director of Slate
Education



Keyana Scales
Peer Advisor



Ashley Buchanan
Project Manager,
Campaign Guru



Kaitlyn Reed
Project Manager,
People Partner



Aaron Porter
Account Manager,
Opportunity Investigator



Yanery Rodriguez
Administrative Assistant,
Human Gluestick



Jay Helms
Videographer,
Captain Video



Brittany Crawford
Project Manager,
Campaign Ringmaster



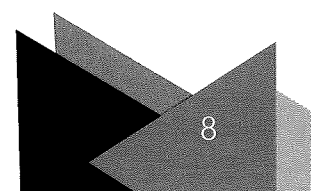
Addison Poteet
CRM Consultant



Milena Vetez
Project Manager,
Sentence Sorceress



Tori Canonge
Director of Social &
Influencer Strategies,
Puzzle Solver



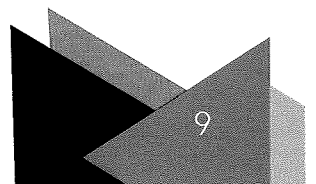
BUDGET OUTLINE

**General Instance Training, Programming, and Development
(monthly subscription includes 10 hours/month).....\$13,500.00/6 months**

- Training of staff members within the admissions office or Slate users across campus.
- Reporting development, which could include dashboard builds, recruiter productivity management, prospect conversion, and activity source monitoring.
- FUEL's training, programming, and development services are billed on a monthly basis at the rate of 10 hours per month. If additional monthly hours are desired or additional months are added, FUEL will amend this document/agreement with those changes.
- Monthly subscription is 10 hours per month with a 6-month commitment. The subscription can be extended in 6 month increments after the first 6-month subscription ends at the previous rate. All monthly hours must be used in that designated calendar month and cannot be rolled over to the next month.

CLIENT RESPONSIBILITIES

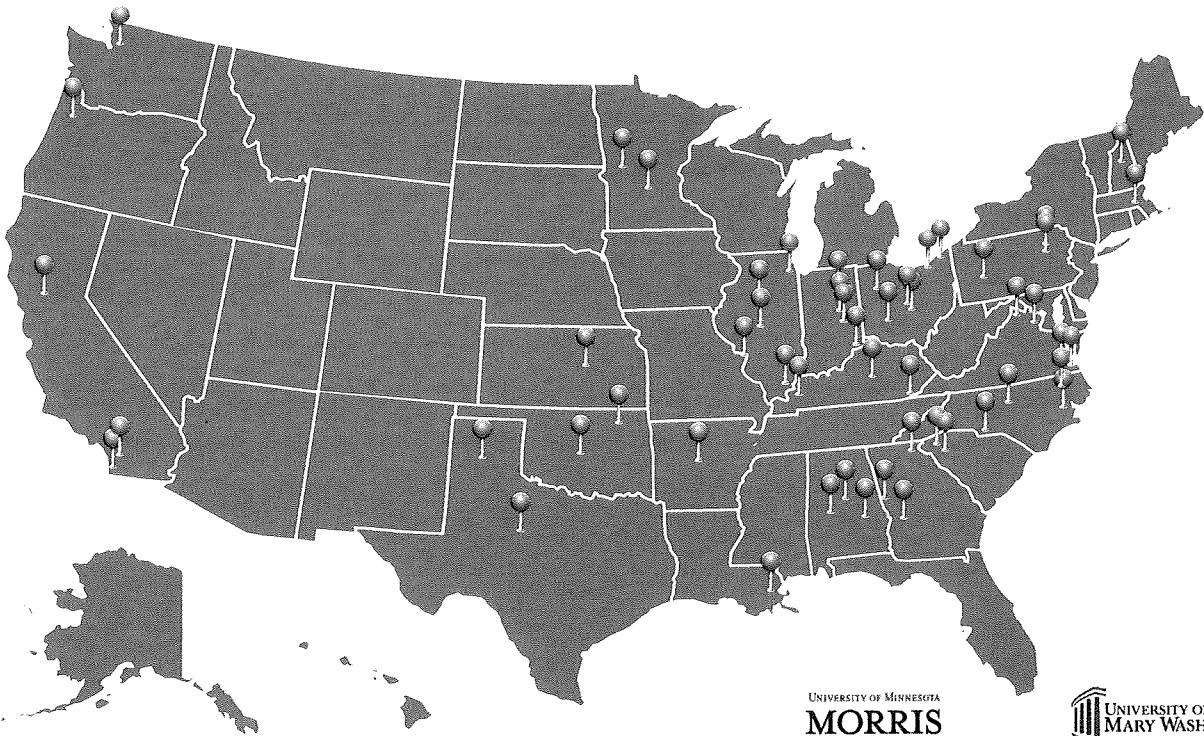
- It is strongly recommended that any additional Truman Slate Captains attend, if they have not already, a Technolutions Learning Lab training session.
- Truman will establish a primary Slate point person to engage the assigned FUEL Slate Ninja and Account Manager.
- Truman will provide their dedicated Slate Ninja with access to all required databases and data files in order to successfully fulfill this agreement. These Truman databases include, but are not limited to, data within SIS database, old CRM, and Technolutions Slate instance.



enrollmentFUEL REFERENCES

- Curtis Davidson, Director of Admissions Operations, **Christopher Newport University**, davidson@cnu.edu, 757-594-7204
- Kenton Hargis, Director of Admissions, **University of Evansville**, kh88@evansville.edu, 812-598-8924
- Rachel Nichols, Vice President for Enrollment Management, **Lenoir-Rhyne University**, rachel.nichols@lr.edu, 828-328-7300
- Chad Peters, Vice President for Enrollment Management and Marketing, **Indiana Wesleyan University**, chad.peters@indwes.edu, 765-517-0253
- Chris Romano, Vice President for Enrollment Management and Student Affairs, **Ramapo College**, cromano@ramapo.edu, 201-684-7309
- Scott Shoemaker, Associate Vice President of Enrollment, **Point Loma Nazarene University**, scottshoemaker@pointloma.edu, 619-849-2200
- David Slabaugh, Assistant Vice President of Admissions, **Southern Wesleyan University**, dslabaugh@swu.edu, 864-644-5000
- Scott Spriggs, Vice President and Chief Marketing Officer, **Shenandoah University**, sspriggs@su.edu, 540-535-3577
- Jameia Tennie, Director of Admissions, **North Carolina A&T University**, jatennie@ncat.edu, 336-285-4110
- Estelle Vlieger, Associate Director of Admissions, **Bethany Lutheran College**, evlieger@blc.edu, 507-344-7722

CLIENT-PARTNERS



UNIVERSITY OF MINNESOTA
MORRIS

UNIVERSITY OF MARY WASHINGTON

WILBERFORCE UNIVERSITY

Belmont Abbey College

HIU
HOPE INTERNATIONAL UNIVERSITY

Capital University

Lincoln Christian University

LMU
Lincoln Memorial University

HANOVER COLLEGE

CENTRE COLLEGE

UNIVERSITY OF PUGET SOUND

Ohio Wesleyan University

MISERICORDIA UNIVERSITY

Tabor College

HENDRIX COLLEGE

WEST TEXAS A&M UNIVERSITY

HUNTINGTON UNIVERSITY

DEAN COLLEGE

INDIANA WESLEYAN UNIVERSITY

PIEDMONT COLLEGE

POINT LOMA NAZARENE UNIVERSITY

MM
MOUNTAIN MANNA UNIVERSITY

SHENANDOAH UNIVERSITY, WESTCHESTER, VIRGINIA

CHOWAN UNIVERSITY

OKLAHOMA WESLEYAN UNIVERSITY

MARION M.A.D.E.

TUSKEGEE UNIVERSITY

UNIVERSITY OF HEALTH SCIENCES & PHARMACY

BETHANY LUTHERAN COLLEGE

KENTUCKY WESLEYAN COLLEGE

SOUTHERN WESLEYAN UNIVERSITY

Colby-Sawyer College

DEFIANCE COLLEGE

SAMFORD UNIVERSITY

ANDERSON UNIVERSITY

EUREKA COLLEGE

NORFOLK STATE UNIVERSITY

OKLAHOMA CHRISTIAN UNIVERSITY

Mount Aloysius College

University of Evansville

NORTH CAROLINA AGRICULTURAL AND TECHNICAL STATE UNIVERSITY

Andrew College 1854

Point UNIVERSITY

BW
BETHLEHEM WALLACE UNIVERSITY

LAKE ERIE COLLEGE

XAVIER UNIVERSITY OF LOUISIANA

TRUMAN STATE UNIVERSITY AGREEMENT

Truman State University ("Truman"), having reviewed the slateEDUCATE Proposal ("Proposal"), presented by enrollmentFUEL, LLC ("FUEL"), the undersigned FUEL and Truman now agree to the terms and conditions contained in this agreement as follows:

Services

This agreement has been presented on a month-long engagement and begins once the contract is signed. Please indicate the number of months Truman would like to initially commit to. As needed, additional months can be added through a simple addendum process.

Truman selects the following option:

	Cost
General Instance Training, Programming, and Development (monthly subscription includes 10/month)	<input type="checkbox"/> \$13,500.00/6 months
How many 6-month blocks? _____	Total \$ _____

Provider Responsibilities

FUEL will provide the Services specified in this Agreement together with the other deliverables listed under the selected options on the pages referred to above.

Client Responsibilities

Truman represents and warrants that it will perform the "Client Responsibilities" listed on page 9 of this document.

Amendment

This Agreement may be amended only by written agreement of the parties.

Assignment

This Agreement shall not be assigned by either party without the written consent of the other party.

Payment Terms

- One payment. This payment would be due once the agreement is signed and includes a 1% discount.
- Two payments. The first payment will be due when the agreement is signed. The remaining balance will be invoiced after project completion.

Invoice(s) should be sent to the following email addresses:

Impossibility Clause

enrollmentFUEL works to fulfill each campaign promise as contracted. Should any of our vendors/partners update their platforms to make changes that are outside of our control, enrollmentFUEL will not be held responsible and will find other solutions to meet the originally intended objective in the event that such updates make it impossible for enrollmentFUEL to perform in strict conformity with the agreed upon terms.

Confidentiality

The parties agree that each will treat as confidential all non-public information ("Confidential Information") that either party provides to the other party under this Agreement, including but not limited to, any and all intellectual property and personally identifiable information of students. All Confidential Information provided by a party will be used by the parties solely for the purposes of this Agreement and, except as may be required in carrying out this Agreement, will not be disclosed to any third party without the prior written consent of such providing party, except if such Confidential Information is required to be disclosed by applicable law, regulation, legal or judicial process, in which case the disclosing party will make reasonable efforts to notify the providing party prior to the disclosure so the providing party may obtain a protective order. The foregoing will not be applicable to any information that is publicly available when provided, or thereafter becomes publicly available, other than through a breach of this Agreement.

Data Privacy Statement

enrollmentFUEL, LLC, a US-based company, having its registered office at 306 West Franklin Street, Suite F, Chapel Hill, NC 27516, USA, is committed to protecting the data of our clients and their consumers. We set high standards for the handling of any and all information we collect, and manage data in accordance with legislation and regulation, including but not limited to GDPR. enrollmentFUEL verifies it will comply with all applicable GDPR regulations as a data processor that collects and stores, for a limited time period, potential college and university applicant data for the colleges and universities we partner with. We also strive to work in conjunction with our customers, the data controllers, to help them meet their GDPR obligations.

enrollmentFUEL has three main areas of focus in complying with GDPR:

1. Building on and perfecting existing security and data management policies, processes and controls, to ensure compliance.
2. Analyzing privacy risks, and updating our systems to support GDPR compliance for enrollmentFUEL customers, and for the data we collect from their potential applicants. enrollmentFUEL is committed to protecting data from inappropriate access or use and stores only data needed to successfully fulfill the needs of our customers. enrollmentFUEL does not collect data outside of the interest of our organization or the interest of our customers' organizations.

3. Working with our vendors who help us analyze the data we collect from authorized third-parties, our advertisements, and other marketing tools to ensure the vendor is compliant with GDPR regulations and understands privacy best practices.

It is important to stress that compliance is a shared responsibility and that enrollmentFUEL customers may also need to adapt their business processes, data management practices, and integrations. enrollmentFUEL attests that the customers of its marketing solutions remain the sole owner of the data, retaining the rights, title, and interest in the data stored from our student search campaigns and can take advantage of the features inherent in the service to meet their GDPR obligations related to deletion, rectification, transfer of, access to, and objection to processing of personal data.

As a data processor, enrollmentFUEL is undertaking assessments of the data we collect, revamping our security policies and procedures, and analyzing our contracts with data controllers and our sub-contractors. enrollmentFUEL is also reviewing our data erasure procedures and will adjust storage as necessary for each customer's unique needs.

Finally, enrollmentFUEL ensures that our staff are familiar with GDPR and their personal responsibilities and are adequately trained upon induction into the company and must complete an annual review of GDPR policies. Should there be a major legislation change, we will hold a companywide, mandatory training session to review the latest guidelines to continue to educate our employees on their responsibilities. The Privacy Policy and Terms of Service for enrollmentFUEL's services are accurate, written in plain language and provide sufficient detail that (1) information is collected from customers of enrollmentFUEL services; (2) we inform them that the information will be used for marketing purposes which has been recognized as a lawful purpose for data collection by the EU; (3) we inform customers of what information is selected, how it is used and how long their information is being retained; and (4) we inform them that third parties may have access to only necessary data in order to provide logistics reports and success rates.

enrollmentFUEL is committed to protecting our customer's data and the data they share with us. enrollmentFUEL's Data Processing Officer Allen Archer may be reached at allen.archer@enrollmentfuel.com or 1-919-228-8122. You may also send inquiries to:

enrollmentFUEL, LLC
ATTN: Allen Archer
306 West Franklin Street, Suite F
Chapel Hill, NC 27516
United States of America

Additionally, customers have a right to a copy of the data being collected and may withdraw their consent at any time provided they alert the DPO. Altering data consent may result in altered availability of statistical data relevant to a customer's advertising campaign. Such impacts will be addressed at the time consent is withdrawn.

Statement of Compliance for the California Consumer Protection Act

This Addendum is attached hereto and incorporated fully into a Contract for Services by and between enrollmentFUEL, LLC (herein "enrollmentFUEL") and Truman State University (herein "Truman").

The parties, for good and adequate consideration hereby agree to amend the Contract as follows:

1. Both parties recognize that enrollmentFUEL is a United States-based company, having its registered office at 306 West Franklin Street, Suite F, Chapel Hill, NC 27516, USA.
2. Both parties agree that enrollmentFUEL is considered a data processor under certain States within the United States, including but not limited to California.
3. Both parties are mutually aware that California has recently enacted the California Consumer Privacy Act ("CCPA") which requires that data processors, who collect personal data on California residents for business purposes, comply with the CCPA's requirements for data collection, use, and storage of said data.
4. enrollmentFUEL hereby covenants with Truman that it has taken the necessary steps in order to be fully compliant with the CCPA.
5. enrollmentFUEL hereby covenants with Truman that it will continue to abide by any future state or federal law affecting the privacy rights of United States citizens.
6. Truman hereby covenants with enrollmentFUEL that as part of its obligations under the Contract that it will inform enrollmentFUEL, in writing, within three business days of any and all requests made by any California resident who receives information from the University as part of the University's Contract with enrollmentFUEL for information or deletion of the California resident's personal information.
7. Truman hereby covenants with enrollmentFUEL that the University will share enrollmentFUEL's Privacy Statement for Applicants and Prospective Applicants which informs these individuals how their personal data is used, stored, and what information is collected as part of enrollmentFUEL's services. Truman recognizes that this Privacy Statement for Applicants and Prospective Applicants is not only part of enrollmentFUEL's required literature under the CCPA, but reflects enrollmentFUEL's dedication to its potential application pool's privacy.
8. Further Truman recognizes that its failure to report any requests for information or deletion made on behalf of a California resident might subject enrollmentFUEL to potential legal recourse and Truman hereby covenants that it will defend and hold harmless enrollmentFUEL in the event that Truman's failure to provide timely notice of the request for information or deletion results in legal ramifications.
9. enrollmentFUEL has designated the following individual as its Data Processing Officer, and as part of its obligation, Truman may remit any and all requests for information or deletion of private data to:

enrollmentFUEL, LLC
ATTN: Allen Archer
306 West Franklin Street, Suite F
Chapel Hill, NC 27516
United States of America
allen.archer@enrollmentfuel.com

Family Educational Rights and Privacy Act (FERPA)

enrollmentFUEL complies with all applicable provisions of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). We receive Student Data from School Customers and only process Student Data for educational purposes pursuant to 34 CFR § 99.31(a)(1)(i)(B). To ensure compliance, enrollmentFUEL requires that employees be aware of Federal law as well as all other state and federal regulations that govern the privacy and confidentiality of student records. Please note that in the event we receive a subpoena or judicial order for the disclosure of education records, we will notify the associated School Customer(s) prior to fulfilling the request in accordance with §99.31(a)(9). For additional information on FERPA, please visit the U.S. Department of Education’s Privacy Technical Assistance Center.

Governing Law

This Agreement shall be governed by and construed in accordance with the internal laws of the State of North Carolina, enrollmentFUEL’s state of business, without regard to principles of conflict laws.

Entire Agreement

This Agreement contains the entire agreement between the undersigned parties relating to the Slate campaign to be undertaken by FUEL on behalf of Truman State University and supersedes any and all prior agreements and proposals, whether written or oral, except specific provisions incorporated by reference from the Proposal.

Truman State University Representative

Dr. Jacquelyn D. Elliott, President
enrollmentFUEL, LLC

Title

Date

Date

MEMORANDUM OF AGREEMENT

by and between

TRUMAN STATE UNIVERSITY

and

LABORERS' LOCAL 955

NG

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Appendix

- A Policy for Wage Rates
- B State Regulations for Military Leave
- C Board of Governors Medical, Family and Funeral Leave University Policy

MEMORANDUM OF AGREEMENT

ARTICLE 1

RECOGNITION

A. Bargaining unit:

With the objective of preserving the primary mission of the University, that of providing educational opportunities for all enrolled students, the Board of Governors of Truman State University acknowledges that Daniel C. Rogers, Chairman, State Board of Mediation, Jefferson City, Missouri certified the election results of an election held May 15, 1971, indicating that the following employees will be represented for the purpose of discussing general working conditions, employee benefits and services, opportunities for training, and grievances with the University administration under the provisions of Sections 105.500 through 105.530, Revised Statutes of Missouri, by Laborers' Local No. 773, which is affiliated with Laborers' International Union of North America, AFL-CIO:

Regular full time employees of the Division of Maintenance Service, excluding supervisors, part time employees, office employees, clerical employees, student employees, Security Division employees, and employees in the Housing Department. For purposes hereof, regular full time employees shall include all employees who normally work a forty hour work week.

Effective August 1, 2020, Laborers' Local No. 773 membership was transferred to Laborers' Local No. 955.

It is recognized that the "Division of Maintenance Service", as referenced in the preceding paragraph, is now called the "Physical Plant Department", and the two names have the same meaning for the purpose of this Memorandum of Agreement.

It is further recognized that as the result of a similar election on October 13, 1971, the Union was selected to represent the regular full-time "custodians and maids" in the Housing Department and most of the regular full-time employees in the Food Service Department and that the second group of employees was designated as Unit II. The parties acknowledge that all housekeepers (formerly called custodians and maids) in the residence halls are now a part of the Physical Plant Department and that the University has for many years procured its food service from outside contractors and thereby has no employees in the Food Service Department.

The parties agree that all current employees are located in Unit I and that a separate memorandum of agreement for Unit II is not needed at this time.

B. Duration:

This agreement shall become effective **January 1, 2022, and shall remain in effect until January 1, 2024**, and thereafter from year to year unless notice by certified mail is given by either party to the other party of intention to terminate or modify this memorandum

(other than a reopening of wage rates under Article 35) at least 60 days prior to **January 1, 2024**, or at least 60 days prior to any subsequent anniversary date of **January 1st** while this memorandum is still in force.

C. Definitions:

- 1) The Board of Governors for Truman State University is referred to herein as the Board of Governors.
- 2) Truman State University, and in some cases its administrators and its Board of Governors, are referred to herein as the University.
- 3) Laborers' Local 955, is referred to herein as the Union.
- 4) The group of employees described above in Section A and thereby covered by this Memorandum of Agreement shall be designated as Unit I and shall be referred to herein as the "bargaining unit".
- 5) Premium pay is defined to include holiday pay and shift differential.
- 6) The Family and Medical Leave Act is referred to herein as FMLA.
- 7) The Work Week shall be defined as beginning on Sunday at 12:01 AM and ending Saturday at 12:00 AM.

ARTICLE 2

STATEMENT OF RESERVED RIGHTS

- A. It shall be understood that the Board of Governors and the administration of Truman State University will not relinquish any of their legal responsibilities to appoint, remove, and fix the compensation, terms and conditions of employment and shall:
- 1) determine the size and composition of the work force;
 - 2) allocate and assign work or transfer work into or out of the bargaining unit, provided that this right shall not be used to undermine or weaken the Union;
 - 3) reduce the work force if necessary, and subcontract for business or economic reasons;
 - 4) designate the place of work and the nature of the work assigned an employee;
 - 5) not allow Union activity (on working time) involving recruiting new members, coercing non-members, interfering with, nor intimidating employees of the University;

- 6) fix reasonable production standards;
- 7) merge or discontinue work areas;
- 8) reserve the right to invest in automation or technological changes which may displace bargaining unit employees;
- 9) not be required to notify the Union of disciplinary action (unless that disciplinary action is to become part of the employee's permanent record);
- 10) understand that this sole and entire existing agreement between the parties supersedes all prior agreements, commitments, policy, practices, whether oral or written, between the Board of Governors, the University, and the bargaining unit employees;
- 11) have the right to employ students and/or part time employees at a rate to be determined by the University for work within the bargaining unit (this shall in no way be construed to suggest that such employees shall be employed with the express purpose of displacing regular full-time employees within the unit);
- 12) use appropriate disciplinary measures.

B. Policy:

That by adopting this policy, the Board of Governors desires to make clear:

- 1) that the Board will not condone any type of attempted coercion, including striking or picketing, and
- 2) that the Board does not require any employee to become or remain a member of the Union, and
- 3) that any employee may, as always, personally discuss with or present to the administration any problem or suggestion or grievance concerning his or her job or working conditions, and
- 4) that no discrimination of any kind will be made, either in favor of or against, any employee because he or she is or becomes a member of this recognized labor union or does not become or remain a member of this union. All union eligible employees shall have the same privileges and benefits and shall be expected to assume the same responsibilities and abide by the same rules and regulations whether member of the Union or not.

ARTICLE 3

HOLIDAYS

- A. At least 10 holidays shall be observed by full time employees who work a 12-month schedule. These holidays shall be set by the University to best coincide with its calendar and the dates shall be accounted for by administrative memorandum at least nine months in advance of the date.
- B. The President of the University may establish other holidays.
- C. Holidays are considered to extend over a 24-hour period and include shifts beginning at 12:00 midnight or later. Shifts shall not be split in such a way that premium pay is granted for a portion of the shift.
- D. When a holiday falls on a Sunday, the following Monday is normally observed as the holiday. If a holiday falls on a Saturday, it will normally be observed on the proceeding Friday.
- E. An employee required to work on a holiday will be paid two and one-half times his or her regular straight-time wage rate for the hours worked in lieu of his or her holiday pay. The employee shall not "pyramid" premium pay rates.
 - 1) Holidays not worked shall be paid at straight time rates.
 - 2) Employees working on a holiday will not receive both premium pay for the holiday hours worked and weekly overtime pay for the same hours. In no case shall premium pay and overtime pay be pyramided or duplicated.
- F. Employees failing to work when scheduled on a holiday, unless excused by the appropriate supervisor, will disqualify themselves for holiday pay.
- G. In order to be eligible for holiday pay, an employee must be in paid status the last regularly scheduled work day immediately preceding the holiday and the first regularly scheduled work day following the holiday.
- H. If a holiday recognized by the University occurs during a vacation period, the holiday shall not be counted against vacation time.
- I. The observance of special recognized religious holidays may be permitted. In such cases, time off is charged to accumulated vacation leave, earned overtime, or leave without pay. Arrangements for observance should be made at least two days in advance.
- J. There shall be no shift differential paid for holidays that are not worked.

ARTICLE 4

VACATIONS

- A. Employees who are employed on a full time basis and expected to be employed for 12 months in each year shall be entitled to paid vacation time from the date of last employment as follows:

Length of Service	Rate of Accrual	Annual Accumulation
Upon initial eligibility	6.67 Hours per month	2 work weeks (10 work days)
After 5 years	10 hours per month	3 work weeks (15 work days)
After 14 years	13.33 hours per month	4 work weeks (20 work days)
After 20 years	16 hours per month	4 work weeks + 4 days (24 work days)

- 1) At the beginning of the sixth year of continuous service, vacation leave shall accrue at the rate of 10 hours per month (15 working days per year) for personnel employed on a full time basis.
- 2) At the beginning of the fifteenth year of continuous service, vacation leave shall accrue at the rate of 13.33 hours per month (20 working days per year) for personnel employed on a full time basis.
- 3) At the beginning of the twentieth year of continuous service, vacation leave shall accrue at the rate of 16 hours per month (24 working days per year) for personnel employed on a full time basis.

- B. An employee shall be permitted to accumulate up to twice the amount of vacation he or she accrues in that year. For example, an employee with less than six years of employment since he or she was last hired may accumulate up to 20 days of vacation (two times two work weeks) without losing any vacation time which has accrued but not been used.

- 1) In the event a new employee does not complete a period of six months continuous service, no paid vacation time will be due.

C. Upon resignation, or other termination of employment, paid vacation time will be computed on a pro rata basis if at least six months of continuous service has been rendered provided:

- 1) that the termination of the employee is not for just cause, or
- 2) that the employee is not on probation at the time of the resignation or termination.
- 3) Unused vacation time accrued through the last day of work will be paid out according to the following schedule:
 - a) Full-time hourly (non-exempt) employees with less than 5 years of continuous service will be paid unused vacation subject to a maximum of 10 days.
 - b) Full-time hourly (non-exempt) employees with more than 5 years and less than 15 years of continuous service will be paid unused vacation subject to a maximum of 15 days.
 - c) Full-time exempt employees with less than 15 years of continuous service will be paid unused vacation subject to a maximum of 15 days.
 - d) All employees (exempt and non-exempt) with more than 15 years of continuous service will be paid unused vacation subject to a maximum of 20 days.

D. Length of service shall be determined as follows:

- 1) If all service has been full time and has been continuous except for sick leave or authorized absences or for temporary interruptions of less than four months duration each due to the University's temporary lack of need of services of the employee, the employee's length of service shall continue from the original date of employment.
- 2) If, after having been employed full time, an employee's employment is reduced to part time for the convenience of the University, but later reverts to a full time basis, the length of service will be determined by deducting from the total period of full time and part time employment any period of part time service which exceeds six months in duration.
- 3) If an employee's employment is terminated and he or she later is re-employed for full time work, the employee shall be considered to be the same as a new employee insofar as allowed paid vacations are concerned.

E. Paid vacation time must be earned before it is taken.

F. Except as provided in D above, vacation time shall not accrue during authorized absences without compensation.

- G. Extra pay shall not be made in lieu of vacation leave unless otherwise agreed to by all parties.
- H. A permanent record of vacation shall be kept in each department and/or in a centralized common location for each employee from the beginning date of employment.
- 1) The maintenance of this record will be the responsibility of the head of the appropriate department. Vacation shall be accrued hourly.
 - 2) When vacation time is used, it must be promptly deducted from accrued vacation time.
 - 3) Any vacation used will be a minimum deduction of **fifteen minutes**.
- I. These records will be subject to inspection by the employee and/or Union representative from time to time.
- J. Vacation schedules shall be worked out according to the needs of the University and the department. When possible, however, consideration may be given to employees' requests. At least 30 days before periods when vacation approvals within a specific work group will be limited due to foreseeable special events or heavy workload, the University will give notice of the dates of the period and the maximum number of employees who will be allowed on vacation simultaneously.
- 1) When employees request vacations for the same period, employees with greater lengths of service receive priority.

ARTICLE 5

SICK & FAMILY LEAVE

- A. Full time regular employees accrue sick leave at the rate of one working day per month of completed continuous service.
- 1) Credit for sick leave accumulates during vacations and leaves of absence with pay.
 - 2) A half month or more of active employment will be considered a complete month in computing earned sick leave. Less than one-half month of active employment will be disregarded.
- B. Sick leave with regular straight time pay will be allowed an employee for absences from work when the absences are properly due to 1) illness or injury or 2) medical or dental appointments for the employee or his or her child or spouse or parent. The use of sick leave is subject to the following conditions:
- 1) That the employee has accrued sick leave pursuant to Section A of this Article.

- 2) That sick leave pay is limited to 40 hours per week.
 - 3) That sick leave for medical or dental appointments is limited to a reasonable time and shall not exceed three hours without special permission of the University.
 - 4) That any sick leave used is deducted from accrued sick leave.
 - 5) That total compensation from combined sick leave pay and workers' compensation shall not exceed regular straight time pay for 40 hours per week, and in such event, sick leave pay shall be reduced accordingly.
 - 6) That any sick leave used will be a minimum deduction of **fifteen minutes**.
- C. Illness or injury which may cause an employee to use sick leave should be reported to the employee's immediate supervisor or to the Physical Plant Department as soon as possible.
- D. An employee may be required by the University to furnish satisfactory proof of injury, illness, or medical or dental appointment. In the event that an employee remains absent from work for a period longer than six working days then the University, at its election, may designate one or more practitioners of the healing arts to examine said employee and to provide a report in writing to both the employee and the University stating his or her opinion whether or not the employee is capable of returning to work. In the event that the employee shall refuse to submit to said examination then this refusal shall be just cause to terminate employment, or at the election of the University, to terminate all sick leave benefits. In the event the doctor shall declare the employee fit to return to duty, failure of the employee to return shall be just cause for termination of employment, or at the election of the University, to terminate all sick leave benefits.
- E. An employee who is still recovering from an injury or illness, but who has received consent from his or her physician to return to work, subject to clearly stated temporary restrictions, will be allowed to return to work provided;
- 1) The University is able to modify the employee's duties to accommodate the restrictions recommended by the physician.
 - 2) The employee will be able to perform productively under the restrictions, and the University finds that the remainder of the employee's normal duties can be reasonably delayed or performed by other employees.
- F. An employee who transfers from one department to another takes with him or her the balance of his or her unused sick leave. Sick leave records will be made available to employees on reasonable request.
- G. Sick leave accrued or granted prior to this Agreement and not used shall be retained.

- H. The University will recognize all accumulated unused sick leave as additional creditable service as allowed by MOSERS.
- I. Union employees will be eligible for all Medical and Family related leave benefits approved by the University's Board of Governors for full-time employees without faculty rank. A copy of the current policy is in the Appendix, Item C.

ARTICLE 6

OVERTIME

- A. Overtime work will be paid for at the rate of time and one-half of the employee's regular straight time wage rate, and all employees are expected to work when asked and when needed. Overtime is all authorized (in writing) time worked by an employee for the University that is in excess of 8 hours per day or 40 hours per week. However, if the University moves to a reduced work week that increases the number of hours worked per day but reduces the number of work days (i.e. a 4 day work week) then overtime will be paid only if the worker puts in hours in excess of 10 hours per day or 40 per week. For the purpose of computing overtime pay, the following will be counted as time worked: 1) a holiday for which holiday pay is received; 2) time off due to use of vacation time; and 3) time off due to use of earned sick leave. Overtime after 8 hours per day will not apply in weeks where time without pay is taken.
- B. Overtime will be fairly distributed to all employees within each job classification (by assigned building for housekeepers) on a rotating seniority basis. The University may, in its discretion, require any employee to work up to 20 hours overtime in any week.
- C. An employee required to work more than 16 consecutive hours shall be accorded either:
 - 1) Double the amount of his or her hourly rate for all hours worked consecutively in excess of 16 hours; or
 - 2) Standard overtime pay for such hours worked consecutively in excess of 16 hours, plus release time at regular pay for his or her next scheduled eight hour shift, with such release time not to be deducted from any accumulated sick leave or vacation leave.
 - 3) Three days notice shall be given to employees for overtime, except in circumstances where the employer could not reasonably foresee that overtime would be necessary. As soon as the employer knows that overtime is necessary, the employer will immediately notify the employee of such.
- D. Overtime for the previous month shall be posted next to physical plant time clocks or in another location acceptable to the University and the Union. Payroll will send a copy of the monthly overtime posting to the Chief Steward.

- E. The work week definition under Article 1, Section C, Definitions will be used to calculate overtime.

ARTICLE 7

JURY DUTY

- A. Any employee covered in this agreement who shall be called for jury service shall report the call to his or her immediate supervisor and will be relieved from his or her duties for the reasonable time required for rendering such jury service.
- B. The employee shall be entitled to retain all compensation received for such jury service and no deduction shall be made in his/her regular compensation for the reasonable time he/she is absent from duty on account of responding for such jury service.
- C. "Reasonable time absent" will be interpreted to mean that an employee scheduled for the day shift and excused from jury duty is expected to report back to work for the balance of the shift if there are at least four hours work left on his/her assigned schedules. Employees normally scheduled to work on the second or third shift who are selected for jury duty will be expected to report for work in accordance with their assigned schedules if they are excused from jury service before having served four hours or more. The above would not apply if the jury duty is in another part of the state and travel time to the campus would make it unreasonable to do so.

ARTICLE 8

FUNERAL LEAVE

In the event of the death of an employee's family member, he or she shall be granted necessary time off with compensation according to the following: For husband, wife, mother, father, son, daughter, brother, sister, grandchild, step parent, step child, father-in-law or mother-in-law, up to a maximum of three working days. For sister-in-law, brother-in-law, aunt, uncle, grandparent, grandparent of spouse, great grandparent, or great grandchild, one working day, unless the employee can show cause for granting up to three days maximum. In this instance, the extra two days will be charged to earned sick leave or accrued vacation. Shift differential shall apply to funeral leave. In addition, employees may be excused from work with pay for the purpose of serving as pallbearers, for up to four hours at a time, subject to the limitations that employees be so excused with pay no more than twice in one year and that an amount of time equal to the excused time be deducted

from accumulated sick leave. The employee may, with their supervisor's permission, use accrued vacation or accrued sick leave, to take additional days associated with funeral leave.

ARTICLE 9

PAY DIFFERENTIAL

- A. Shift Differential - An employee working the second or third shift shall receive, in addition to his or her regular pay, premium pay of 54 cents per hour effective July 1, 2014. The second shift is any shift that regularly starts on or after 2:00 p.m., but before 10:00 p.m. The third shift shall be any shift that regularly starts on or after 10:00 p.m., but before 5:30 a.m.

Shift differentials shall not be applicable to split shifts, "call-backs", or "call-ins", but it **shall be applicable to overtime worked during a scheduled shift**, vacation pay, sick leave pay and paid leaves of absence. **It shall not be applicable to those employees whose shift start time is before 2:00 p.m. but who are temporarily working overtime.**

Shift differentials shall not be applicable to hours worked outside second or third shift, unless the University makes a temporary, mandatory change in working hours that moves part of an employee shift outside of second or third shift. If an employee voluntarily requests and the University allows a temporary change in hours that moves part of the shift outside second or third shift, then the hours worked outside second or third shift shall not earn shift differential.

- B. Step Up Pay – When an employee who is not a Lead Person, is required to step up into the foreman position, that person shall be paid an additional \$1.35 an hour. For an employee receiving pay as a Lead Person who is required to step up into the foreman position, the person will receive an additional \$1 per hour.
- C. Asbestos work pay: Employees doing asbestos material removal work shall be paid an additional \$1.00 per hour above their normal wage for the actual time spent doing this type of work.

ARTICLE 10

EMPLOYEE STATUS

- A. A full time regular employee is one who works 40 hours or more per work week.
- B. A full time regular employee is defined as a person who is employed in a regular position that is expected to continue six months or longer. An employee will be considered a probationary employee until he or she has completed 90 calendar days of

satisfactory employment.

- C. A temporary employee is defined as a person who fills a position that is established for a limited period of time of less than six months. Temporary, part time and student employees are not covered by this agreement.

ARTICLE 11

PROBATIONARY PERIOD

- A. All new full time employees will serve a probationary period of 90 calendar days, with a possible extension by the University of 90 additional days. The probationary period is designed to give the University an opportunity to determine whether the employee is suitable and qualified for the work for which he or she was hired, and the decision as to the employee's suitability and qualifications is the sole responsibility of the University. A probationary employee may be terminated at any time without recourse except as provided by law. Termination of employment or other disciplinary action by the University during the probationary period is not subject to the grievance or arbitration procedure.
- B. If an employee's service during the probationary period is deemed unsatisfactory but it is felt that his or her employment should continue in a probationary status rather than such employment being terminated, the recommendation that the employee's probationary period be extended an additional 90 days should be forwarded by the supervisor to the department or administrative head. In all such instances, the employee shall be counseled regarding the extension of his or her probationary period prior to the completion of 90 calendar days service. The employee may not remain in a probationary status for more than seven months, unless there is a change of jobs. A probationary employee may be terminated at any time without recourse, except as provided by law, during an extension of his or her probationary period.
- C. Employees who have satisfactorily completed their 90 calendar day probationary period, and who are subsequently transferred or promoted to another position, must serve a qualifying period of 90 calendar days, with a possible extension of 90 days, in the new position. If at any time within this qualifying period, it is determined by the University that the employee is not qualified for the position or if the employee determines that he or she does not wish to continue in the new position, the University will return the employee to his or her previous position or a comparable one at the University. In no case shall a request for a change be granted more than once each two years, unless the change is agreed to by both parties. An employee who is promoted or transferred to another position prior to completion of his or her probationary period will continue to be on probation until he or she has completed a qualifying period of at least 90 calendar days, plus a possible extension of up to 90 days, in the new position. If at any time within the qualifying period, it is determined by the University that the employee is not qualified for the new position, the University may return the employee to his or her previous position or a comparable one elsewhere at the University if the employee's service in his or her previous position was considered to be satisfactory.

- D. Employees who receive a leave of absence during the probationary period, as a result of a temporary close down or a reduction of operations, will have the probationary period extended by the length of the leave of absence if for a period of more than one month.
- E. There shall be no University responsibility for re-employment or continued employment of probationary employees.
- F. A new employee will receive the applicable wage rate for his or her job as shown on the wage rates schedule.

ARTICLE 12

TARDINESS AND ABSENCES

Attendance and punctuality are important to the University and the efficiency of an entire work group is impaired if every individual is not at his or her workstation at the appropriate time.

A. Tardiness.

- 1) Employees should notify their supervisors of any anticipated reasons that might cause them to arrive late for work on the following day.
- 2) Employees are obligated to call in if they anticipate arriving late. Recognizing that it may often be difficult to notify the University of lateness caused by unforeseen circumstances (e.g., a flat tire, weather condition), call-ins for lateness due to emergencies will be required only if the employee expects to be late for one-half hour or more. Upon arriving late, the supervisor should be notified and an explanation given.
- 3) Employees who are late will have a pay deduction in accordance with the following schedule unless arrangements are made with the supervisor to make up time lost as a result of the tardiness within the same work week:

0-7 minutes:	0
8 – 22 minutes:	¼ hour
23 - 37 minutes:	½ hour
38 - 52 minutes:	¾ hour
53 - 67 minutes:	1 hour

- 4) Employees who are frequently tardy, absent, or who leave work early may be subject to further disciplinary action or dismissal but the discipline or discharge imposed by the University shall be subject to the grievance procedure.
- 5) Time lost due to tardiness is to be recorded on the employee's time card or time-work record. An employee may not punch-in more than 7 minutes before

his or her work shift starts nor more than 7 minutes following the end of his or her regular work shift. Punching in or out intentionally for another employee will be subject to disciplinary action up to and including automatic dismissal.

B. Absences.

- 1) In the event that an employee is unable to report to work for any reason, then the employee or someone in the employee's behalf shall, prior to the commencement of the employee's work shift, notify the employee's immediate supervisor or the Physical Plant Office that the employee will be absent. Failure to so notify the University, unless the failure is caused by an emergency, shall constitute cause for progressive steps of disciplinary action per the University policy.
- 2) An employee absent without previous permission or without notifying his or her supervisor is subject to disciplinary action including termination.
- 3) All absences from work whether with or without pay shall be recorded each day. Leaves with pay shall indicate the nature of the leave, e.g., sick leave, vacation, military leave, holiday, jury duty.
- 4) Because of the need for efficient scheduling of work, an employee who has been absent for an indefinite period will be expected to notify his or her supervisor at least two days before he or she expects to return to work if possible.
- 5) Any absence of more than three days for illness or injury, regardless of whether accrued sick leave or vacation has been requested will be reported to Human Resources.

ARTICLE 13

REST PERIODS AND MEAL BREAKS

Employees will be given two fifteen minute rest periods with pay during the normal work shift--the periods will be designated by the University. The times and locations for rest periods may be designated by the University. A meal time break of thirty minutes without pay for the evening meal shall be received by the employees who work the evening shift. The day shift employees shall normally receive a one hour lunch period without pay. Boiler room employees will eat while on duty.

ARTICLE 14

LEAVE OF ABSENCE WITHOUT PAY

- A. Any full time regular employee may be granted a leave of absence without pay when approved by the proper authority in order to preserve his or her employment rights and benefits that are eligible for continuance.

- 1) All requests for leaves of absence without pay of 30 calendar days or more must be submitted in writing for approval or disapproval by the University. Leaves of absence of less than 30 days may be handled as excused absences.
 - 2) A leave of absence may be granted for a period not to exceed one year.
 - 3) Extensions of approved leaves of absence shall not exceed one year.
 - 4) A leave may not be granted for purposes of working for another employer.
 - 5) Sick leave and vacation days do not accumulate during leaves of absence without pay.
- B. A leave of absence without pay may be granted within the provisions of FMLA or for any exceptional personal reason if approved by the President of the University.
- C. Upon expiration of a leave of absence of less than two months the returning employee shall be reinstated to his or her former position. In the event the former position has been abolished or when the leave of absence is in excess of two months and the former position is not available, the employee shall be eligible for reinstatement to an open position of similar requirements and compensation. The employee shall notify the University in writing two weeks in advance of his or her intent to return to work ahead of the agreed upon time if possible.
- 1) Should a position not be available at the time of return to work, the leave of absence may be extended until such time as a position for which the employee is qualified becomes available. The University will notify the employee in writing if there is not a position available.
 - 2) Failure to return to work upon expiration of the leave of absence or when a position becomes available shall result in termination of the employee's services.

ARTICLE 15

ABSENCE DUE TO WORK-INCURRED INJURY OR OCCUPATIONAL DISEASE

NOTE: The provisions of this policy apply to any employee who is injured in the course of and arising out of his or her employment or who incurs an occupational disease compensable under the Missouri Workers' Compensation Act and hereinafter referred to as an "injured employee." It is the responsibility of the employee to report immediately to his or her supervisor or Department head all injuries or illnesses arising out of and in the course of his or her employment, regardless of the nature, severity or cause.

- A. It is the policy of the University that an injured employee shall be excused from work without the loss of pay, vacation or sick leave in order to obtain medical attention on the day the accident occurs and any subsequent treatment related to that injury during days he or she is working.

- 1) All such absences shall be limited to the time required to obtain the necessary medical attention within a 15 mile radius of Kirksville. In the event that the professional services of a specialist are needed and necessary in the opinion of a licensed physician the restrictions above will be waived.
- 2) An employee may be required to furnish satisfactory proof of such medical attention.

- B. Upon the recommendation of the attending physician, the employee may be excused from work with the deduction of sick leave for the balance of the day the injury occurs.
- C. Upon the recommendation of the attending physician that an injured employee is unable to return to work the following day, such employee may be granted leave without pay unless the employee elects to use any accumulated vacation or sick leave.
- D. During the waiting period (three days) immediately following an on-the-job injury or illness when payments under Workers' Compensation are not payable, the absence may be charged to any accumulated vacation or sick leave.

NOTE: The first day of the three-day waiting period is the first day of disability that the injured employee does not receive a full day's regular pay from the University. Payment for vacation or sick leave is not considered in determining a "full day's regular pay". Workers' Compensation daily pay and sick leave pay shall not be pyramided to exceed 100% of the regular rate of pay.

- E. Following the three-day waiting period, an injured employee may elect to use accumulated vacation or sick leave subject to the following restrictions for time absent even though he or she is receiving benefits under Workers' Compensation:
 - 1) up to one full day's vacation for each day of absence, or
 - 2) up to one day's sick leave for each day of absence.
- F. An injured employee whose injury arose out of and during the course of his or her work who is unable to return to work and who has been granted a written leave of absence shall continue to accumulate seniority and shall be permitted to accumulate vacation and sick leave allowances, for a period not to exceed one year. Such vacation and sick leave allowances may be credited to the account of the employee only upon return to an employment status.
- G. An injured employee who is still recovering, but who has received consent from his or her physician to return to work, subject to clearly stated temporary restrictions, will be allowed to return to work under the conditions set forth in Article 5, Sick Leave.

ARTICLE 16

WORKERS' COMPENSATION

- A. Workers' Compensation Insurance provides for the payment of medical expenses and compensation to any employee, hereinafter referred to as an "injured employee", who receives personal injuries arising out of and in the course of his or her employment or who incurs an occupational disease in the course of his or her employment and provides for death benefits should the accident or disease result in death.
- 1) The determination as to whether medical expenses and compensation are payable and the amount and duration of such payments are prescribed by state or other statutes and not by the University or the insurance company. In no case, however, shall the injured employee pyramid daily compensation to exceed 100% of his or her regular pay.
 - 2) A waiting period of three days is prescribed by law and no Workers' Compensation is payable for the waiting period, unless the disability shall last longer than four weeks, in which case payment for the three-day waiting period shall be allowed.
 - a) The first day of the three-day waiting period is the first day of disability that the injured employee does not receive a regular day's pay from the University. Payment for vacation, sick leave, or for an official holiday is not considered in determining regular pay.
- B. For the purpose of computing salary and benefits in cases covered by Workers' Compensation the following computation will be followed:
- 1) The cash benefits received from Workers' Compensation will be supplemented by the University to the full regular day-time rate of pay computed to the nearest one-fourth (two hours) work day and the hours paid for by the University to the nearest two hours will be deducted from accumulated sick leave or earned vacation time being charged for the absence.
 - 2) In the event the Workers' Compensation check is sent directly to the employee, he or she shall present the check to the Business Office for computation reasons or shall lose his or her right to supplemental benefits from the University.

ARTICLE 17

MILITARY LEAVE

- A. Military leave will be granted in accordance with the regulations established by the Personnel Advisory Board and Personnel Division for state employees. Such regulations are currently set forth in Subsection 4 of Section 1 CSR 20-5.020 (4), leaves

of absence, of the Code of State Regulations. A copy of the current subsection is attached as Appendix B.

ARTICLE 18

TIME OFF FOR VOTING

In compliance with the laws of the State of Missouri, the following policy is established in respect to employees of the Truman State University receiving time off with pay in order to provide them with an opportunity to vote at elections.

- A. The term "elections" as used herein shall be deemed to mean all elections which place local, state, and national candidates and/or issues before the general public.
- B. Employees who are qualified and eligible to vote at any elections held within the State of Missouri shall be relieved from duties and services at the University for a period of time for voting, which period shall not exceed three successive hours, including off-duty time, between the opening and the closing of the polls on the day of election.
- C. In providing the period of three successive hours between the opening and closing of the polls if any scheduled working time is involved, the employee shall be paid for that part of the scheduled working time for which it is necessary for the employee to be absent; provided, however, that the employee has, prior to election day, contacted his or her supervisor and requested to be absent from work for the purpose of voting.
- D. The supervisor shall have the right to specify the time which employees shall be relieved from duties and services so as to provide the three successive hours for voting, and the supervisor may assign employees to different absentee periods so as to maintain sufficient working schedules and forces at Truman State University. For example, if there are several employees working 8-12 and 1-5 p.m., the supervisor may allow some to report to work at 9 a.m. (allowing 6 a.m. - 9 a.m. as the three successive hours) and some to leave at 4 p.m. (allowing 4 p.m. - 7 p.m. as the voting period). In such cases the employee would be absent with pay one hour. Similarly, if an employee works a shift 8:30-5:30, the supervisor may specify that he or she vote during the period 6 a.m. - 9 a.m. and miss ½ hour of work or 4 p.m. - 7 p.m. and miss 1 ½ hours of work.
- E. Employees whose hours of work give them three successive hours on election day between the opening and closing of the polls when they are not on duty with the Truman State University will not be eligible for any paid time off for the purpose of voting.
- F. If an employee who commutes cannot, because of his or her travel arrangements, reach his or her voting place within the period of three successive hours between the opening and closing of the polls, he or she should arrange to cast an absentee ballot.

- G. Any employee of the University who is a resident of another state and who commutes to work from another state will be treated the same as a resident of Missouri in the case of a national election and primary held in preparation of a national election, but shall not be granted any paid time off for the purpose of state or local elections.

ARTICLE 19

CHECK-OFF OF UNION DUES

- A. Employees who desire to have their regular union dues to the Union withheld from their wages may do so under the following procedure.

Any such employee desiring to assign and to have withheld from his or her wages shall execute a "Check-Off Authorization and Assignment" which shall provide, in addition to necessary identification, the following wording:

- 1) "I, the undersigned hereby authorize my employer, Truman State University, to deduct from my wages and to pay to Local 955 or its authorized representative, initiation fees and membership dues, in such amounts as may be established by such Local Union and in accordance with the agreement between such Local Union and my employer. This authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Company, or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless I give written notice to the Company and the Union at least 30 days and not more than 60 days before any periodic renewal date of this authorization and assignment of my desire to revoke the same."

- B. The assignment and deduction of union dues as provided for herein will become effective the first day of the month after the request and authorization is delivered to the University Business Office providing it is delivered to the University Business Office not later than the 15th of the month.

- C. Such employees desiring such deduction shall execute the authorization provided for herein to be delivered to the University Business Office.

- D. The University is hereby authorized, upon the filing of such requests and authorizations, to deduct from any net earnings due and payable to such employee the regular monthly dues as may be certified to the University by the appropriate union. Such deduction shall be made once each month, and the University shall, monthly, forward to the designated official of such Union, the following:

- 1) A copy of any "Check-Off Authorization and Assignment" filed as provided with the University during the preceding month.
- 2) A list of only such employees for whom the University had made a deduction showing the amount of dues deducted for each such employee.

ARTICLE 20

PAY PROCEDURES FOR DAYLIGHT SAVINGS TIME CONVERSION

- A. It is the policy of the University that when changing from Central Standard Time to Daylight Savings Time, hourly employees working only seven hours as a result of the change shall be paid for actual time worked.
- B. In returning from Daylight Savings Time to Central Standard Time, hourly employees required to work a nine hour shift shall be paid premium pay for the additional hour if in excess of 40 hours for the work week.
 - 1) Work schedules during the work week are not to be changed because of this wage-hour overtime regulation. The University has the right to establish work shifts.

ARTICLE 21

JOB OPENINGS, TRANSFERS & WORK ASSIGNMENTS

- A. Definitions: Occupational Group: one of the following: Housekeeping, Movers/Recycling, Grounds, Building/Facilities Trades, System Trades, and Boiler Plant.
Work Group: one of the following: Facilities Housekeeping, Facilities Trades, Academic Housekeeping, Movers/Recycling, Grounds, Building Trades, System Trades and Boiler Plant
- B. This Article does not limit the University's ability to make and revise individual work assignments. Nor does it limit the University's ability to convert any position to the type needed by the University.
- C. If a position opening exists in the Physical Plant Department, and the University decides to fill the position, the University will post a notice of the opening to allow qualified current Physical Plant employees to indicate an interest in the position. The notice will include a description of the position and the anticipated wage rate. All posted material is subject to University approval. Any changes to job qualifications during or after a job posting shall be reposted for an additional 3 working days. The reposting will include clarification of the updates.

For work assignment openings to be filled from within a work group, a notice will be posted at time clocks for 3 working days, and those interested must sign the original notice in the respective office (e.g. Facilities office for Facilities housekeeping assignments, and the custodial warehouse for Academic housekeeping assignments). For openings that involve transfers from outside of the work group, the notice will be posted at time clocks for 5 working days, and those interested must sign the original notice in the Physical Plant office. Because there may not be any qualified current employees who are interested in a position, the University may publicly advertise a

position opening concurrent with the internal posting. Physical plant will share a copy of the posting and the bid sheet with the Chief Steward. The University will consider, but not be obligated to, indications of interest from current employees within the same work group where a work assignment opening exists. Though a current employee may indicate an interest in a work assignment within their current work group, the University still reserves the right to keep the employee in their current assignment if it is in the best interests of the University to do so. However, under no circumstances will the University practice a pattern of discrimination against an employee showing interest in other assignments. Furthermore, the University will give 2-weeks notice before making non-temporary changes to an employee's work schedule or work area.

- D. For the purpose of this article, a "transfer" means a move from one work group to another. When a current employee is moved to an opening that is in the same work group and shift, this is considered an individual work assignment. The University will make individual work assignments based on the best interests of the University taking into account indications of interest by current employees.
- E. If more than one qualified employee applies for an opening outside of their current respective work groups, the one who is most qualified will be selected. If the qualifications of two or more applicants are considered to be equal, the employee with the most seniority will be selected. The University reserves the right to determine whether the employees concerned possess the desired qualifications such as relevant experience, physical fitness, training, aptitude, motivation, etc., to fill the position. If no current employees are found to be qualified, the University will go outside the bargaining unit and outside the University to fill the position.
- F. The seniority of each full time employee consists of his or her relative tenure with respect to other full time employees as recorded in the personnel records of the University. Seniority shall accumulate from the first day of full time employment in the employee's occupational group, but no employee shall be entitled to benefits of seniority until he or she has completed the required probationary period and any extension of such period.
- G. Any employee who has satisfactorily completed his or her probationary period, and who is subsequently transferred or promoted to another position, must serve a qualifying period of 90 calendar days in the new position. If at any time within this qualifying period it is determined by the University that the employee is not qualified for the position, or if the employee determines that he or she does not wish to continue in the new position, the University will return the employee to his or her previous position or a comparable one at the University. To avoid seasonal requests for job assignments, transfers shall not be granted to an employee more than once each two years, unless agreed to by all parties. The length of probationary periods is not defined by this article – see article 11.
- H. If an employee is granted a job transfer and if the step-1 wage for the new position is less than the transferring employee's previous wage, but the step-3 wage for the new occupational group is higher than the step-3 wage for the person's previous occupational group, then the employee shall keep their previous wage until they reach a

step that increases their wage. If the wage of an employee being granted a transfer is higher than the step-3 wage for the new position, the employee may be allowed to keep his or her current wage if recommended by the Director of Physical Plant and if approved by the Vice President for Administration, Finance and Planning and by the President.

ARTICLE 22

CALL-IN AND CALL-BACK AND SCHEDULED AFTER-HOURS WORK

- A. An employee "called-in" to work on a day when he or she has not been scheduled will be paid a minimum of three hours at the overtime rate for the "call-in." If the actual work hours for a "call-in" exceed three hours, the employee will be paid the actual hours worked, at the overtime rate. For example, an employee called in to work a time he or she has not been scheduled, who works 1.5 hours would be paid 3 hours at overtime rate or 4.5 hours total.
- B. An employee, who has completed his or her work schedule has left the campus and is subsequently "call-back" to work, will be paid a minimum of three hours at the overtime rate for the "call-back." If the actual work hours exceed three hours, the employee will be paid the actual hours worked at the overtime rate. If an employee is called in or called back additional times, within three hours of the previous call, he/she will not be paid more than once for call-in/call-back paid time that overlaps.
- C. Scheduled After hours work: An employee scheduled to work any time that is non-continuous with their normal work hours (therefore requiring an extra trip to and from the campus) will be paid a minimum of three hours at the overtime rate for the scheduled after-hours work. If actual time for the scheduled after-hours work exceeds three hours, the employee will be paid for the actual hours worked, at the overtime rate.
- D. An employee called to work before his or her normal shift time begins and who continues working into his or her regular shift will not be considered to be either called-in or called-back and will be paid only for all hours worked. If there is a reasonably brief period not to exceed 30 minutes between the time of completing the work for which he or she is called in early and his or her normal starting time, this time will be considered also as time worked.
- E. Each employee is expected to work when called unless excused for good and sufficient reason, which is to be administered by reasonableness and fairness. Employees called in are expected to do whatever work is necessary even though not part of their regular duties.
- F. The hours credited for work on a call-in or call-back will not include travel time to or from home as the minimum pay provision is to allow for the inconvenience and the travel time involved.
- G. Shift differential premium pay will not be paid for "call-in" and "call-back" work.

- H. In case of call-in and call-back where the employee is required to work more than four hours or where an employee is held over for an additional four-hour period, he or she will be given 30 minutes paid time off for mealtime.

ARTICLE 23

LEAVE OF ABSENCE--UNION BUSINESS

- A. A leave of absence for up to one year will be granted to a regular full time employee of the University who has been elected or appointed to an office of the Union, or as a delegate, necessitating a leave of absence. Such leaves of absence will be granted only when the requests are made in writing by the appropriate Union officer addressed to the Physical Plant Director with a copy of the request addressed to the employee's immediate supervisor. The request for leave of absence is to give the dates the leave of absence will begin and end with two weeks notice before the beginning. The leave of absence is without pay.
- B. Such leave of absence may be renewed for an additional period when circumstances warrant renewal.
- C. No more than three employees or 30 percent of the employees, whichever is lesser, in any one work group may be on a leave of absence at the same time. In no case shall more than five employees out of the bargaining unit be on such leave at the same time.
- D. An employee on leave of absence for more than 30 days will not accumulate additional seniority of University service credit, nor will he or she be eligible for University benefits. The seniority or University service credits will be frozen as of the date the leave becomes effective. On returning from a leave of absence, an employee will have to his or her credit the same seniority and University service credits, which he or she had at the beginning of the leave of absence.
- E. A person who has been on a leave of absence as provided for above will be returned to the classification he or she occupied at the time his or her leave became effective, provided he or she is physically able to do the work, has the necessary seniority, and work is available.
- F. A person returning to work after a leave of absence of more than 30 days will give the University at least two weeks notice of his or her wish to return.
- G. A person who fails to report for work within five working days after expiration of a leave of absence shall be considered as having voluntarily quit unless he or she has a reason satisfactory to the University for needing additional time before returning to work. When such is the case, arrangements for an extension of the leave must be made with the University not later than the 14 day period following the expiration date of the leave, otherwise he or she will be considered as having voluntarily quit.

ARTICLE 24

SENIORITY

- A. A new employee entering the service of the University shall be considered as a probationary employee during the first 90 calendar days of service, and the employee will not be considered as having established any seniority rights until he or she has completed the probationary period and any extension of such period, after which seniority shall date from the employee's last date of hire.
- B. Seniority shall accumulate in the case of:
- 1) Approved leave of absence (the University will give a written notice to the employee with a copy to the Chief Steward).
 - 2) Layoffs not in excess of two years, subject to recall requirements set forth in Section C, Subsection 6, below.
 - 3) Military service, provided application for reinstatement is made in accordance with the current laws.
 - 4) Short periods of illness where a written leave of absence is not necessary.
 - 5) Other legitimate reasons approved by the University.
- C. An employee shall lose his or her seniority and employee status in the event he or she:
- 1) retires;
 - 2) quits;
 - 3) is discharged for just cause;
 - 4) is laid off for a period in excess of 24 consecutive months;
 - 5) has been granted a leave of absence and does not return at the expiration date, unless it is extended by the University; or
 - 6) is on continuous layoff of less than two years and the University directs a notice of recall to work to the employee's last known address on the University's records and the employee fails to report for work within five days after being called by the University, and the Union is given 48 hours in which to locate

such employee and arrange for his or her reporting to work. Responsibility for informing the University of the employee's latest address and telephone number rests solely with the employee and the Union. If an employee is laid off for less than two weeks, however, he or she shall be expected to return to work at the time specified by the University. The University may make exception to these time limits for good and sufficient reason.

- D. If an employee is rehired following a loss of seniority and employee status, as set forth immediately above, he or she shall be considered a new employee at the time of rehire.
- E. Any employee in the bargaining unit transferred by the University to a position which is excluded from the coverage of this Agreement may return to the bargaining unit within one year after date of transfer without loss of seniority. However, after one year, he or she will no longer accumulate seniority and will lose all seniority.
- F. Seniority lists shall be brought up to date at least annually as of July 1, and shall be posted in a conspicuous place. If an error is noted by an employee, he or she must call it to the attention of the University within 30 days.

ARTICLE 25

LAYOFF, REHIRING, AND JOB ABOLISHMENTS

- A. In the event it is necessary to adjust the work force, employees so affected may exercise their seniority within their occupational group, provided they are qualified as defined in Article 21.
 - 1) In exercising seniority, employees may go to a job in the same wage rate as their present job or to a lower rated job.
- B. Rehiring will be affected in the reverse order of layoff.

ARTICLE 26

GRIEVANCE PROCEDURES

If there arise disputes between the University and the Union or any of the employees with reference to the proper interpretation or application of, or compliance with any of the provisions of this Agreement, such dispute shall be settled in the following manner:

- A. The employee having a grievance shall first take it up with his or her supervisor, within three working days from the occurrence of the matter about which the employee grieves, and every reasonable effort will be made to settle the problem promptly at that point. The employee shall have the right to have a steward present.

- B. If the matter is not settled within the above three working days period, the grievance shall be reduced to writing, signed by the employee, and the Union Representative and the employee shall take it up with the Physical Plant Director within five additional working days.
- C. If the matter is not settled within the above five working day period, the Union Representative shall appeal it to the President's designee within five additional working days. The President's designee shall, at the request of the grieving employee, schedule a meeting with all parties involved in the grievance for the purpose of reviewing the grievance. The President's designee will provide written answers to the grieving employee and the Chief Steward/Field Representative within 5 working days from the hearing. If the grievance is resolved, no further action will be necessary.
- D. If a settlement is not reached within the above five working day period, the Union shall have the right to request arbitration by serving notice in writing within 25 working days after the occurrence of the matter about which the employee grieves.
- E. Grievances not processed within the time limits set forth above or signed by the aggrieved employee may be considered in the grievance procedure but will not be subject to arbitration.
- F. It shall be understood that events which occurred before the signing of this agreement shall not form the basis for a grievance. This shall not limit the rights of any employee under the law.

ARTICLE 27

GRIEVANCE INVESTIGATION

- A. During all times when employees covered by this agreement are working, any officer of the Local or International Union shall have access to the University for the purpose of investigating or handling grievances. As a matter of courtesy, Union officials shall notify the Physical Plant Director of their arrival on campus. In no case shall such a visit be allowed to interfere with the scheduled work of the employees.
- B. One steward within a department, upon request made to the department supervisor, will be granted a reasonable time to investigate any grievance arising in the department during his or her scheduled working hours without loss of pay within a department. He or she must, however, report back to his or her supervisor promptly when his or her part in the grievance investigation has been completed. All other stewards shall utilize rest break time or meal time or their own time in resolving or in investigating grievances. In no case shall any stewards interfere with the work of the employees.
- C. The Chief Steward, upon request made to his or her supervisor, will be granted a reasonable time to investigate and process grievances during steps B and C during his or her scheduled working hours without loss of pay.

ARTICLE 28

STEWARDS

- A. The Union will furnish to the University, in writing, the names of any stewards authorized to act in behalf of the Union.

ARTICLE 29

SAFETY

Both parties recognize the great importance of maintaining safe and efficient practices at the University. It is agreed that all employees will be alert to any condition which may cause accidents or injury and are duty bound to report such conditions immediately to management. It is agreed that management will promptly investigate such conditions and if it finds the conditions unsafe it will take appropriate corrective action.

First aid supplies shall be made available in areas designated by the University.

For each employee whose job entails potential exposure to Hepatitis virus, the University will make arrangements for them to voluntarily receive Hepatitis vaccinations. The University will reimburse these employees for their out-of-pocket costs for these vaccinations.

ARTICLE 30

ARBITRATION

- A. If a grievance or dispute is not amicably adjusted, the Union may submit the grievance or dispute for final decision by an arbitrator. If the Union desires to submit the dispute to arbitration, notice must be given in writing to the University, and a joint request will be made of the Federal Mediation and Reconciliation Service to submit a list of five arbitrators. After the receipt of said list, the parties hereto shall strike names alternately from said list, with the Union striking the first name, until one name remains. The remaining name shall be appointed the impartial arbitrator.
- B. The sole function of the impartial arbitrator shall be to interpret the meaning of the articles of this Agreement, and it shall in no way be construed that the arbitrator shall have the power to add to, subtract from, or modify in any way the terms of this Agreement. The arbitrator shall have no authority to consider more than one grievance, unless the parties mutually agree to the contrary.
- C. The arbitrator's decision shall be in writing and shall be binding upon all parties concerned. It is understood and agreed that upon mutual consent of both the University and the Union, the impartial arbitrator may be selected by mutual consent without applying all the provisions of this article. The University and the Union agree that the

expenses of the impartial arbitrator, travel, miscellaneous expenses, except for the expenses of each party's own witnesses, shall be borne equally by each party.

ARTICLE 31

STRIKES AND OTHER INTERFERENCES

The University agrees that so long as this Agreement is in effect there shall be no lockouts. The closing down of the operations or any part thereof or curtailing any operations for economic reasons shall not be construed to be a lockout. The Union, its officers, agents, members and employees covered by this Agreement agree that there shall be no picketing, other than informational picketing which does not lead to a work stoppage, or interference with deliveries, there shall be no strikes, sit-downs, slow-downs, stoppages of work, or any unlawful acts that interfere with the University's operations and that they will take affirmative action to prevent and stop any that occur in disregard to this commitment. The Union, its officers, agents, members and employees covered by this Agreement further agree to cooperate with the University and to support the University's efforts to assure a full day's work on the part of the employees covered by this Agreement and that they will actively combat absenteeism and other practices detrimental to the efficient functioning of the University. Any violation of the foregoing provision may be made the subject of disciplinary action, including discharge.

ARTICLE 32

SUPERVISORS

- A. Supervisors shall be appointed by the University and shall work or supervise as directed by the University, and the number, work assignments, and relationships to each other, to the employees, and to the University shall be at the discretion of the University. Supervisors are not a part of the bargaining unit nor are they covered by the terms of this agreement.
- B. The question of supervisory status may be submitted to arbitration under the standards set forth in the National Labor Relations Act.

ARTICLE 33

GROUP INSURANCE

The University agrees to provide for bargaining unit employees the same insurance coverages that are provided by the University for non-bargaining unit hourly paid

employees. Any modification or termination of the insurance coverage for non-bargaining unit hourly paid employees will automatically apply to bargaining unit employees.

ARTICLE 34

WAGES

The **2022 Policy for Unit I Wage Rates**, as approved by the Board of Governors, which established the current wage rates, will be attached as Appendix A. The wage rates became effective on **January 1, 2022**, and will continue until changed by the Board of Governors.

ARTICLE 35

WAGE REOPENING

Either the University or the Union by giving at least 60 days written notice prior to **January 1, 2023** (or any subsequent annual anniversary of July 1st while this memorandum is still in force) may reopen this memorandum for the sole purpose of negotiating changes in the wage rates schedule which is then in force. If either party has served notice of its intention to terminate or modify this memorandum under the provisions of Article 39, Effective Dates, then the applicable wage rates schedule shall end at the same time as the Memorandum of Agreement, and a new wage rates schedule shall be one of the topics of discussion for any new memorandum of agreement.

ARTICLE 36

SAVINGS CLAUSE

In the event that any provision of this memorandum shall at any time be declared invalid by any court or administrative agency of competent jurisdiction, or the Attorney General of Missouri, the decision shall not invalidate the entire memorandum, it being the express intention of the parties that all other provisions shall remain in full force and effect.

ARTICLE 37

PROGRESSIVE DISCIPLINE

The University agrees with the tenets of progressive disciplinary steps and shall not discipline or discharge an employee without just cause. Progressive discipline will include the following steps:

1. Oral warning
2. Written reprimand
3. Suspension
4. Discharge

Written University policy for progressive discipline can be found in the Staff Handbook on the Human Resources web page.

In some cases, a disciplinary step may be skipped if the nature of the performance or behavior problem warrants. If a disciplinary step is skipped, notification will be given to a Union representative prior to the disciplinary action.

Major offenses such as violence or threats of violence, timecard fraud, theft, intoxication on the job, or conviction of a felony, shall fall under summary discharge and employees may be terminated even for the first offense. (Felony convictions must be reported to Human Resources.)

If an employee has a disciplinary action(s) taken against him or her and if subsequently, the employee has no disciplinary actions taken against him or her for a period of 24 months, the progressive discipline process will start anew.

Employees covered under this Agreement may request Union representation in any possible disciplinary situation. Employees may request to have a union steward/union representative present during disciplinary/investigatory discussions with management. Management shall make every effort to allow for union representation not to exceed a two hour wait time for union steward/union representative to be present.

Management is not required to inform the employee of his/her rights, it is the employee's responsibility to know and request representation per their contract rights.

ARTICLE 38

EMERGENCY CLOSURE

In certain unusual and emergency circumstances, campus operations may be temporarily suspended (such as cancellation of classes) through partial or full campus closure. In full closure, classes are cancelled, the majority of academic and administrative operations are suspended, and employees (except those who are designated as being situationally critical for the event) are instructed that they should not report to work. Even in full closure some campus operations must be maintained such as the power plant, public safety and residential life. The necessity or feasibility of maintaining these operations will vary by the circumstances causing the closure, such as weather, health conditions, natural or man-made disasters, etc.

All announcements of changes in operations will be released by the President's Office through established campus processes. Only the President has the authority to cancel classes and/or suspend campus operations in part or in full. The President may place into immediate effect any emergency regulations and procedures deemed necessary or appropriate to meet the emergency, safeguard persons and property and maintain educational activities.

Situationally critical employees are defined as those employees designated as critical to the operation of the University and who may be required to work by their supervisor during a temporary closing. Situationally critical employees may differ, depending on the nature of the emergency. Situationally critical employees will be expected to promptly respond when called for emergency situations, unless excused for good and sufficient reason.

Pay Procedures for Nonexempt Employees: Regular nonexempt employees who are not required to work during full closure will continue to receive their regular pay for the duration of the closure, not to exceed 5 work days, based on their normal schedule. Those employees who are designated as situationally critical and who are required to work during full closure will receive their regular rate of pay up to their regular FTE. In addition, they will receive time and a half for all hours actually worked. Should a closure extend beyond 5 days, regular employees may use accrued vacation, sick leave or take leave without pay.

ARTICLE 39

EFFECTIVE DATES

This agreement shall be **effective January 1, 2022, and shall remain in effect until January 1, 2024**, and shall continue in effect thereafter from year to year unless notice by certified mail is given by either party to the other party of intention to terminate or modify this memorandum (other than a reopening of wage rates under Article 35) at least 60 days prior to **January 1, 2024**, or at least 60 days prior to any subsequent annual anniversary date of January 1st while this memorandum is still in force. If notice of intention to terminate or modify this memorandum is properly and timely given by either party, then this Memorandum of Agreement shall end on the applicable anniversary date of **January 1st**.

ARTICLE 40

NEW EMPLOYEE ORIENTATION

The University agrees to provide an informational pamphlet about the Union to all new employees who will be covered by this agreement at the time of the employee's onboarding. The Union is responsible for providing this pamphlet to the University for approval and for distribution. The Union Steward will be notified once each month of the names of new employees who will be covered by this agreement.

In Witness Whereof, the parties have executed this Memorandum of Agreement in duplicate on the date

LABORERS' INTERNATIONAL UNION TRUMAN STATE UNIVERSITY
OF NORTH AMERICA, AFL-CIO,
LOCAL NO. 955

By _____
David Riney, Business Manager
Laborers Local 955

By _____
Susan L. Thomas, President
Truman State University

Date approved by the membership

Date approved by the Board of
Governors _____

Date signed by the Business
Manager _____
Brandon Flinn, Missouri-Kansas
Laborers District Council (MKLDC)

Date signed by the President of
of the University _____

APPENDIX A
POLICY FOR WAGE RATES

2022 Policy for Unit I Wage Rates

The hourly wage rates for employees in Unit I are to be the following amounts during the 2022 calendar year.

WAGE RATES FOR UNIT I

<u>Wage Status</u>	<u>Controls Technician</u>	<u>Grounds Mechanic</u>
Step 1	\$20.15	\$14.45
Step 2	\$21.15	\$14.95
Step 3	\$22.25	\$15.55

<u>Wage Status</u>	<u>Mechanical Services</u>	<u>Building Trades</u>
Step 1	\$15.31	\$14.80
Step 2	\$16.19	\$15.58
Step 3	\$16.90	\$16.17

<u>Wage Status</u>	<u>Groundskeeper/ Mover/Laborer</u>	<u>Housekeeper</u>
Step 1	\$11.90	\$11.48
Step 2	\$12.51	\$12.08
Step 3	\$12.98	\$12.59

Step 1 = Starting Pay
Step 2 = 1st year anniversary
Step 3 = 2nd year anniversary

Individuals on Step Schedule receive applicable increases on anniversary date.

Current non-exempt staff will receive a raise of \$0.85 per hour.

Approved by the Board of Governors on December 4, 2021.

APPENDIX B

STATE REGULATIONS FOR MILITARY LEAVE

Section 40.490 RSMo extends the protections for servicemembers found in into Missouri law as well. Under this statute:

- Members of the National Guard ordered to state emergency duty for such reasons as natural disasters, peace disturbances, etc. by the Governor, or any member of the Reserves who is called to active duty are entitled to the same reemployment rights provided by USERRA and applicable Missouri law upon being relieved from such duty.

Section 41.730 RSMo prohibits discrimination against National Guardsmen and Reservists or interference with their military service. This statute specifically prohibits employers from:

- Discharging a person from employment due to membership in the Missouri National Guard; or
- Hindering the servicemember from performing any National Guard service; or
- Dissuading a person from enlisting in the National Guard by threat or injury to them in respect to their employment, trade or business, should they thereafter enlist.

Violation of this statute is a misdemeanor.

Section 41.942 RSMo provides for a leave of absence without loss of status or benefits for government employees serving in the National Guard or the Reserves. This statute provides protections separate from those provided in section 105.270 (discussed below), and applies to any public employee. Employees must provide documentation of their military service. Section 105.265 RSMo applies to all public employees who are entitled to life insurance benefits as a state employee or a member of a state retirement system, who are members of the National Guard or Reserves and called to military service during a time of active armed warfare. The statute provides that such persons are entitled to continuation of their life insurance benefits for the duration of such military deployment, subject to the terms of their policy.

Section 105.270 RSMo applies to all public employees who are members of the National Guard or the Reserves and affords such persons a leave of absence from their employment without loss of pay, regular leave, impairment of efficiency rating, or of any other rights or benefits for all periods of military service not to exceed a total of 120 hours in any federal fiscal year (1 October to 30 September). Servicemembers are required to provide documentation of their service before any payment of salary is made covering the period of the leave. This statute also prohibits discharging any member of the National Guard because of being a member therein; hindering such persons from performing military service; and discriminating against or dissuading public employees from enlisting or continuing service in the National Guard by threat or injury to him in respect to his employment. Violation of this provision is a misdemeanor.

Finally, Executive Order 10-24, which applies to executive agencies of state government, prohibits discrimination based on veteran's status in state executive agency employment decisions and in the provision of state services or benefits.

APPENDIX C

BOARD OF GOVERNORS MEDICAL, FAMILY AND FUNERAL LEAVE

10.060. Medical, Family and Funeral Leave – Rationale and Purpose. This policy is intended to coordinate with the existing Federal Legislation entitled the Family and Medical Leave Act (FMLA); to provide Truman State University employees with needed benefits concerning the work-family environment; and to provide contingencies for employees so that they can attend to family emergencies and family events. Any leave granted pursuant to these policies shall run concurrently with any leave available under FMLA. These policies do not extend or enlarge the University's obligations under FMLA. Medical, family and funeral leaves are administered in the following manner:

10.060.1 General - All Employees

Definitions:

- 1. Child** – biological child of the employee or whom the employee adopts or for whom the employee is financially responsible, and whom the employee supervises on a day-to-day basis.
 - 2. Compensation** – something given or received as payment or its equivalent for a service.
 - 3. Parent** – employee's biological parents or other individual who assumed day-to-day care and financial responsibility for the employee when the employee was a child.
 - 4. Serious Health Condition** – a health condition which qualifies an employee for benefits under the FMLA.
 - 5. Family and Medical Leave Eligibility- (FMLA)** – an eligible employee is one who has worked for the University for at least 12 months and has at least 1,250 hours of service for the University during the last 12 month period immediately preceding the leave.
- Medical Leave and Family Leave – Medical leave and family leave are provided with the realization that an employee or an employee's spouse, child or parent may become ill or injured and the employee may need time off to recover or to care for the employee's spouse, child or parent. Also, an employee may need time off to care for employee's newborn child or to provide care for a child placed with employee for adoption. Medical and family leave are provided to employees with and without faculty rank, in accordance with the provisions of the Code of Policies as set out below.

Funeral Leave – Funeral leave for all employees shall be granted for up to three (3) days, with pay, for the funeral of the employee's spouse, mother, mother-in-law, father, father-in-law, child, brother, sister, grandchild, step-parent or step-child. Funeral leave shall be granted for up to one (1) day, with pay, for the employee for the funeral of the employee's sister-in-law, brother-in-law, aunt, uncle, grandparent or the grandparent of the employee's spouse, great-grandparent or great-grandchild. The employee may, with their supervisor's permission, use compensatory time, accrued vacation or accrued medical leave to take additional days associated with funeral leave.

Extended Medical Leave – In cases of extended illness or illnesses of the employee, subject to the criteria set forth in subsection e below.

- a.** The President is authorized, at his or her discretion, to grant extended medical leave, with pay and benefits, for up to 60 days for employees with five or more

years of continuous, full-time service who have exhausted all other available leave, including FMLA leave.

b. For employees who have exhausted their extended medical leave granted under subsection a., above, the President is further authorized, at his or her discretion, to grant additional extended medical leave for up to 120 days, without pay, for employees with five or more years of continuous, full-time service. In this instance, such employees may have continued benefits to the extent that such benefits are available to them from the University's benefits providers at no additional cost to the University, or to the extent that such benefits are available pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA).

c. For employees who lack five years of continuous, full-time service and are, therefore, ineligible for extended medical leave under subsections a. and b., above, the President is authorized, at his or her discretion, to grant extended medical leave for up to 180 days, without pay, if such employee has exhausted all other available leave, including FMLA leave. In this instance, such employees may have continued benefits to the extent that such benefits are available to them from the University's benefits providers at no additional cost to the University, or to the extent that such benefits are available pursuant to COBRA.

d. These provisions for extended medical leave do not extend or enlarge the University's obligations with respect to continuation of health plan coverage under COBRA.

e. Extended medical leave as described in sections a, b and c above is available only when the employee requesting such leave, makes the request contemporaneously with an application for disability benefits through the University's long term disability benefits program or through the U.S. Social Security disability benefits program or simultaneously through both programs.

The employee requesting extended medical leave shall provide the Human Resources Department with sufficient evidence to confirm that he or she has applied for disability benefits before extended medical leave may be granted.

10.060.3 Employees without Faculty Rank

1. Medical Leave Accumulation

Full-time employees without faculty rank earn one day of leave for each month of service. Employees who work at least half-time receive prorated leave accumulation.

2. Medical Leave

a. Employees may request Medical Leave for medical reasons, including pregnancy, for the period of time that the employee is unable to work as determined by his or her healthcare provider. The employee should request such leave through his or her Supervisor, with appropriate paperwork approved by the appropriate member of the President's Staff and submitted to the Human Resources Office. The University may request appropriate documentation, including a physician's statement. The University reserves the right to a second opinion at its cost.

b. Medical Leave will be on full pay to the extent of the accumulated leave. FMLA leave and leave without pay may be applicable.

3. Family Leave

a. Family Leave may be granted for a period of up to 16 weeks during any 12-month period of employment under the following circumstances:

- i.** Care for qualifying employee's newborn or placement of a child (age 5 years or less unless the child is disabled or there are extraordinary circumstances) with the employee for adoption. Family leave taken in conjunction with the birth or adoption of a child must be taken within one year of such birth or adoption.
 - ii.** Care of the employee's spouse, child, or parent with a serious health condition.
- b.** Family Leave may be taken as paid leave to the extent the employee has leave accumulated to cover the 16-week period.
- c.** FMLA leave and leave without pay may also be applicable.
- d.** In the case of Family Leave related to childcare, if the University employs both parents, then the combined leave of both parents will not exceed 16 weeks, using accumulated leave and leave without pay if applicable.
- e.** An employee requesting paid Family Leave for the care of a spouse, child, or parent due to a serious health condition will be asked to provide a physician's documentation of the serious health condition.
- f.** Employees requesting paid Family Leave should work with their Supervisors at the earliest opportunity to discuss alternate work schedules, reduced duties, project-specific work and/or transportable work. The goal would be to find an arrangement that is acceptable for all parties involved. The University will make reasonable efforts to accommodate the needs of employees to the greatest possible extent and in a manner consistent with the effective and efficient operation of the University. The Supervisor should forward the proposed plan to the appropriate President's Staff for approval, then to the Human Resources Office to be processed pursuant to Section 10.060.4 of the Code.

Faculty Early Retirement Incentive Program 2023

AG

I. Purpose

The Board of Governors of Truman State University recognizes that early retirement should be for the mutual benefit of the faculty member and the University. This policy provides incentive for eligible faculty members to declare their intent to retire from the University on or before May 31, 2023.

II. Time Limits and Retirement Dates

The Early Retirement Incentive Program is available to eligible full-time faculty members and other full-time employees with faculty status, with a separation/retirement date no later than May 31, 2023.

III. Eligibility**A. Retirement**

Eligible for the Program are all full-time employees holding faculty status currently employed at Truman, who will meet one of the following conditions by May 31, 2023.

1. MOSERS Participant – MOSERS Retirement Eligible on or before June 1, 2023.
2. CURP Participant – Age plus years of service must equal 70 on or before June 1, 2023.

The Program is not available to employees who have previously retired under the MOSERS or CURP retirement systems or who have already committed their written intent to retire from the University. Retirement eligibility under MOSERS is determined solely by the plan and not by the University. Prior to submitting an application to the Early Retirement Incentive Program, MOSERS participants should obtain verification of retirement eligibility directly from MOSERS.

B. Application Deadlines

Eligible faculty members must request the Early Retirement Incentive in writing to the Office of Human Resources no later than 4:30 p.m. on April 1, 2022. The program is limited to thirty-five (35) applicants. If interest exceeds thirty-five applicants, selection then will be based upon years of service at Truman State University as calculated from May 31, 2023. Such definition of "seniority" is used solely for the purpose of this Program. In the event two applicants have the same seniority date, then a first-come, first-served criterion will apply.

C. Separation Agreement and Release

Employees who choose to participate in the Retirement Incentive Program will be required to execute a Separation Agreement and Release of Claims against the University. This Agreement serves as consideration for the University's payment of the retirement incentive. Approved applicants will be notified by Human Resources and must complete and sign the Separation Agreement and Release within forty-five (45) days of notification of approval.

D. Waiver of Sabbatical Service

In the event an individual is selected for participation in this program who has had a University funded sabbatical within the last two years, any remaining service requirement to fulfill terms of that sabbatical will be waived.

IV. Incentive

The retirement incentive consists of a cash payment of Thirty Thousand Dollars (\$30,000.00) which will be paid as a lump sum in the employee's final paycheck from the University.

V. Enrollment Period

This incentive is being offered beginning February 28, 2022. Applications for early retirement must be received by April 1, 2022. February 28, 2022 through April 1, 2022 is the only application window available for this incentive.

VI. Other Retirement Benefits

This program is in addition to any benefits an employee is entitled to under the MOSERS or CURP plans. Individuals should contact representatives from those plans as well as the Social Security Office before making decisions regarding applying for the incentive.

VII. Professional Advice

Eligible employees are advised to seek tax and/or investment advice from professionals regarding tax implications of the incentive. The University does not provide financial or tax advice.

Employee medical insurance coverage will terminate in accordance with University Policy. COBRA coverage may be purchased for health, dental and vision insurance coverage for up to 18 months. Retiree medical insurance coverage can also be purchased through the University through age 65 or Medicare eligibility. Individuals age 65 or older are eligible for Medicare. All individuals are encouraged to explore insurance options and consult with professionals regarding insurance decisions.

VIII. Revision

This Faculty Early Retirement Incentive Program supersedes all other early retirement incentive programs previously adopted.

AG

**ITEM I.5
Resolution approving Summer 2022 Flooring Project**

DESCRIPTION AND BACKGROUND

Several academic buildings which were renovated 15-20 years ago have carpet and tile flooring which now needs to be replaced. This includes areas in Violette Hall, Ophelia Parrish, and Magruder Hall. Areas to be addressed are classrooms, high-traffic hallways, and walk-off carpet at entrances designed to extend the life of interior flooring.

Funds are available in the Local Capital Budget. The project will be bid to allow contractors to provide quotes for all or a portion of the work. This will attract more local contractors and provide flexibility for scheduling the work this summer. The project budget is \$250,000.

RECOMMENDED ACTION

BE IT RESOLVED that the description and budgeted amount for the following project be approved:

<u>Project Name</u>	<u>Project Budget</u>
Summer 2022 Flooring Project	\$250,000

BE IT FURTHER RESOLVED that the President of the University, or her designee, be authorized to accept the lowest and best bids for the project; and

BE IT FURTHER RESOLVED that a copy of the description of the project, as reviewed at the meeting, be attached to the minutes as an exhibit.

Moved by _____
Seconded by _____

	Aye	Nay
Vote: Burkemper	_____	_____
Cozette	_____	_____
Christofferson	_____	_____
Dameron	_____	_____
Gingrich	_____	_____
O'Donnell	_____	_____
Miller	_____	_____