

TRUMAN STATE UNIVERSITY  
Kirksville 63501

OFFICIAL MINUTES  
OF THE  
BOARD OF GOVERNORS

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OPEN SESSION  
OF MEETING ON  
DECEMBER 3, 2022

The Board of Governors for Truman State University met on Saturday, December 3, 2022, on the University campus in Kirksville, Missouri. The working session was called to order at 8:30 a.m. by the Chair of the Board of Governors, Sarah Burkemper, and was held in the Alumni Room of the Student Union Building. The open session of the meeting was called to order at 1:00 p.m. and was held in the Conference Room (3000) of the Student Union Building.

Participating in the meeting were six of the seven voting members: Sarah Burkemper, Philip J. Christofferson, Cheryl J. Cozette, Nancy Gingrich, Bill Lovegreen, and K. Brooks Miller, Jr. The seventh voting member, Jennifer Kopp Dameron, was unable to participate, and Governor Burkemper recorded Governor Dameron's absence as excused.

Also participating in the meeting was one of the three non-voting members: Mike McClaskey, an out-of-state member. The second out-of-state member position and the student representative position are vacant.

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 Dr. Anton Daughters, Associate Professor of Anthropology, and Dr. Yuna Ferguson, Associate Professor of Psychology, who had requested to speak to the Board on behalf of Truman State University American Association of University Professors (AAUP) Chapter. Doctors Daughters and Ferguson provided brief comments in support of a faculty dates of notification amendment within Chapter 6 of the Code of Policies of the Board of Governors.

Minutes for Open Session of Meeting on October 7, 2022

Governor Christofferson moved for the adoption of the following resolution:

BE IT RESOLVED that the minutes for the open session of the meeting on October 7, 2022, be approved.

The motion was seconded by Governor Cozette and carried by a unanimous vote of 6 to 0. Governor Burkemper declared the motion to be duly adopted.

Selection of Officers for the 2023 Calendar Year

Governor Miller moved for the adoption of the following resolution:

BE IT RESOLVED that the following persons be duly elected officers of the Truman State University Board of Governors, taking office for a term of one year commencing at the first regular meeting of the 2023 Calendar Year.

Chair	Cheryl J. Cozette
Vice Chair	Nancy Gingrich
Secretary	Philip J. Christofferson

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The motion was seconded by Governor Lovegreen and carried by a unanimous vote of 6 to 0. Governor Burkemper declared the motion to be duly adopted.

Board Committee Appointments for the 2023 Calendar Year

Governor Burkemper announced the annual Board committee appointments, which take effect at the first regular meeting of the 2023 calendar year

Academic Affairs and Student Services Committee

- Jennifer Kopp Dameron, Committee Chair
- K. Brooks Miller, Jr.
- Student Representative (vacant)
- Cheryl J. Cozette, ex officio

Budget and Capital Projects Committee

- Philip J. Christofferson, Committee Chair
- Mike McClaskey
- Nancy Gingrich
- Cheryl J. Cozette, ex officio

Finance and Auditing Committee

- Sarah Burkemper, Committee Chair
- Bill Lovegreen
- Out-of-State Member (vacant)
- Cheryl J. Cozette, ex officio

Honorary Degrees Committee

- Nancy Gingrich, Committee Chair
- Jennifer Kopp Dameron
- Philip J. Christofferson
- Student Representative (vacant)
- Cheryl J. Cozette, ex officio

Truman State University Foundation Board of Directors

- Sarah Burkemper
- Cheryl J. Cozette
- Nancy Gingrich

President's Report

Dr. Susan L. Thomas, University President, provided a report on items of current interest. In addition to sharing her selected engagements report, President Thomas provided an update on the search for the next Executive Vice President for Academic Affairs and Provost and Truman's inclusion in America's Crossroads Bowl.

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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.

Resolution Amending Chapter 6 of the Code of Policies of the Board of Governors Pertaining to Academic Affairs – Faculty

Governor Cozette moved for the adoption of the following resolution:

BE IT RESOLVED that Chapter 6 of the Code of Policies of the Board of Governors entitled Academic Affairs – Faculty, is hereby amended by the deletion of language shown in ~~[brackets, boldfaced, and struck through]~~ and by the incorporation of the new language show in ***boldface, underlined, and italicized*** in the attached document labeled Exhibit A and that a copy of the document be attached to the minutes as an exhibit.

The motion was seconded by Governor Gingrich. Governor Christofferson moved to amend the motion by revising Exhibit A to reflect that full-time term faculty members who are not to be reappointed following their first year of employment shall be notified of such decision prior to March 1 of their first year of appointment. Full-time term faculty members who are not to be reappointed following their second year or any subsequent year of employment, shall be notified of such decision prior to December 15. The amended motion was seconded by Governor Miller and carried by a unanimous vote of 6 to 0. Governor Burkemper declared the amended 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 October 31, 2022, of education and general revenues and expenditures and auxiliary system revenues and expenditures, and a review as of October 31, 2022, of the Truman State University Foundation revenues and expenditures.

A Resolution Authorizing the Defeasance of the University's Outstanding Housing System Refunding Revenue Bonds, Series 2015, and Authorizing Certain Other Actions in Connection Therewith

Governor Gingrich moved for the adoption of the following resolution:

WHEREAS, Truman State University (the "University"), by resolution adopted on May 6, 2015, (the "Series 2015 Resolution"), issued \$12,595,000 original principal amount of Housing System Refunding Revenue Bonds, Series 2015 (the "Series 2015 Bonds"); and

WHEREAS, the University now desires to defease all of the outstanding Series 2015 Bonds pursuant to an Escrow Trust Agreement (the "Escrow Agreement") to

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be entered into between the University and UMB Bank, N.A., as escrow agent (the "Escrow Agent"); and

WHEREAS, the University intends to use legally available funds to (a) defease the Series 2015 Bonds and (b) pay legal, financial, and other costs of the transaction.

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

Section 1. Authorization of Escrow Agreement. The University is hereby authorized to enter into the Escrow Agreement in substantially the form attached hereto as Exhibit A with such changes therein as shall be approved by the officer of the University executing such document, such officer's signature thereon being conclusive evidence of his or her approval thereof.

Section 2. Execution of Documents. The University is hereby authorized to enter into and the President of the University or the Comptroller is hereby authorized and directed to execute and deliver, for and on behalf of and as the act and deed of the University, the Escrow Agreement and, such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 3. Transfer of Money. The Board of Governors of the University hereby approves the transfer of money from legally available funds in an amount not to exceed \$9,150,000 to defease the Series 2015 Bonds and to pay legal, financial, and other costs of defeasing the Series 2015 Bonds. The money shall be transferred to the Escrow Agent and applied as provided in the Escrow Agreement.

Section 4. Redemption of Series 2015 Bonds. The Series 2015 Bonds maturing on June 1, 2024, and thereafter (the "Redeemed Bonds") are hereby called for redemption and payment prior to maturity on June 1, 2023. The Redeemed Bonds shall be redeemed at the principal payment office of UMB Bank, N.A., the paying agent for the Series 2015 Bonds, by the payment on the redemption date of the principal thereof, together with any redemption premium and accrued interest thereon to the redemption date. The Board of Governors hereby authorizes the President of the University or the Comptroller to cause notice of the call for redemption and payment of the Redeemed Bonds to be given in the manner provided in the Series 2015 Resolution. The officers of the University and the paying agent for the Series 2015 Bonds are hereby authorized and directed to take such other action as may be necessary in order to effect the redemption and payment of the Redeemed Bonds as herein provided.

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Section 5. Further Authority.

(a) The officers, agents, and employees of the University, including the President of the University and the Comptroller, are authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution, and to carry out, comply with and perform the duties of the University, to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

(b) The Escrow Agent is hereby authorized to carry out, on behalf of the University, the duties, terms, and provisions of the Escrow Agreement, and the Escrow Agent, Columbia Capital Management, LLC, as financial advisor to the University, and Gilmore & Bell, P.C., as bond counsel, are authorized to take all necessary actions for the subscription and purchase of the Escrowed Securities (as defined in the Escrow Agreement) described therein, including the subscription for and purchase of United States Treasury Securities - State and Local Government Series.

Section 6. Effective Date. This Resolution shall take effect and be in full force immediately after its passage by the Board of Education of the University.

The motion was seconded by Governor Christofferson and carried by a unanimous vote of 6 to 0. Governor Burkemper declared the motion to be duly adopted, and the Secretary designated a copy of Exhibit A as Exhibit B.

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.

Greenwood Interprofessional Autism Center Phase 2 Project

Governor Cozette moved for the adoption of the following resolution:

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

<u>Project Name</u>	<u>Project Budget</u>
Greenwood Interprofessional Autism Center Phase 2 Project	\$3,420,000

BE IT FURTHER RESOLVED that the President of the University, or her designee, be authorized to accept the lowest and best bid 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 Gingrich and carried by a unanimous vote of 6 to 0. Governor Burkemper declared the motion to be duly adopted, and the Secretary designated a copy of the description of the project as Exhibit C.

Housing and Food Plan Charges

Governor Christofferson moved for the adoption of the following resolution:

BE IT RESOLVED that the following major categories of housing charges be approved, effective with the 2023 Fall Semester:

Room rates for students living in the University's residence halls:

- 1) MISSOURI/DOBSON/CENTENNIAL

Size of Room	Charge for Academic Year
Single Occupancy	\$7,873 per student
Double Occupancy	\$6,661 per student
Deluxe Double	\$7,340 per student
Triple Occupancy	\$6,065 per student
Double Room Buyout (Single Occupancy)	\$8,280 per student
- 2) BLANTON NASON BREWER/RYLE/WEST CAMPUS SUITES

Size of Room	Charge for Academic Year
Single Occupancy	\$8,484 per student
Double Occupancy	\$7,093 per student
Deluxe Double	\$7,777 per student
Triple Occupancy	\$6,465 per student
Double Room Buyout (Single Occupancy)	\$8,732 per student
- 3) CAMPBELL APARTMENTS

Size of Room	Charge for Academic Year
One Bedroom; Double Occupancy	\$5,891 per student

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Two Bedroom; Triple Occupancy	\$5,685 per student
Family One Bedroom	\$7,762 per family
Family Two Bedroom	\$8,945 per family

BE IT FURTHER RESOLVED that the following food plan rates per semester will be approved effective with the Fall 2023 Semester:

21 meals per week with \$75.00 dining dollars:	\$2,103.00
18 meals per week with \$125.00 dining dollars:	\$2,030.00
15 meals per week with \$225.00 dining dollars:	\$1,912.00
12 meals per week with \$125.00 dining dollars:	\$1,667.00
150 meals per semester with \$275.00 dining dollars:	\$1,752.00

BE IT FURTHER RESOLVED that the other residence hall fees and room and board charges including incentives for returning students and short-term rates not listed in this resolution be established by the President of the University, based on the above fees and charges, in accordance with Sections 11.010 and 11.020 of the Code of Policies.

The motion was seconded by Governor Gingrich and carried by a unanimous vote of 6 to 0. Governor Burkemper declared the motion to be duly adopted.

Salary Policies 2023

Governor Christofferson moved for the adoption of the following resolution:

BE IT RESOLVED that the following salary and wage policies for the 2023 calendar year be approved:

- 1) 2023 Policy for Faculty Salaries;
- 2) 2023 Policy for Exempt and Salaried/Comp Time Eligible Staff Salaries;
- 3) 2023 Policy for Non-Exempt Staff Salaries;
- 4) 2023 Policy for Hourly Personnel Wage Rates;
- 5) 2023 Policy for Unit I Wage Rates; and
- 6) 2023 Policy for Off-Campus and Workshop Faculty Salaries; and

BE IT FURTHER RESOLVED that a copy of the six documents be attached to and made a part of the minutes for this meeting.

The motion was seconded by Governor Cozette and carried by a unanimous vote of 6 to 0. Governor Burkemper declared the motion to be duly adopted, and the Secretary designated a copy of the six documents as Exhibit D.

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Agenda Items for Future Meetings

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

Consent Agenda

Governor Gingrich moved for the adoption of the following resolution:

BE IT RESOLVED that the following consent agenda items be approved and attached to the minutes as exhibits:

- ITEM J.1 Resolution Amending Section 5.010 of the Code of Policies of the Board of Governors Pertaining to Academic Degrees and Programs - Certificate in Data Science Foundations
- ITEM J.2 Resolution Amending Section 5.010 of the Code of Policies of the Board of Governors Pertaining to Academic Degrees and Programs -- Bachelor of Fine Arts in Design
- ITEM J.3 Resolution Amending Section 5.010 of the Code of Policies of the Board of Governors Pertaining to Academic Degrees and Programs -- Bachelor of Science in Cannabis and Natural Medicinals
- ITEM J.4 Resolution Amending Section 5.010 of the Code of Policies of the Board of Governors Pertaining to Academic Degrees and Programs -- Bachelor of Science in Environmental Science
- ITEM J.5 Resolution Amending Section 5.010 of the Code of Policies of the Board of Governors Pertaining to Academic Degrees and Programs -- Master of Science in Music Therapy
- ITEM J.6 Resolution Amending Section 5.010 of the Code of Policies of the Board of Governors Pertaining to Academic Degrees and Programs -- Master of Arts in Counseling: Rehabilitation Counseling
- ITEM J.7 Dates for Future Meetings

The motion was seconded by Governor Christofferson and carried by a unanimous vote of 6 to 0. Governor Burkemper declared the motion to be duly adopted, and the Secretary designated copies of the items as Exhibits E, F, G, H, I, J, and K.

Agenda Items for Closed Session

Governor Christofferson moved for 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:



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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 Gingrich and carried by a unanimous vote of 6 to 0, with Governors Burkemper, Christofferson, Cozette, Gingrich, Lovegreen, and Miller voting Aye. Governor Burkemper declared the motion to be duly adopted.

The closed session of the meeting began shortly after 2:25 p.m.

The open session of the meeting resumed shortly after 3:55 p.m.

There being no further business, Governor Gingrich moved that the meeting be adjourned. The motion was seconded by Governor Cozette and carried by a unanimous vote of 6 to 0. Governor Burkemper declared the motion to be duly adopted, and the meeting adjourned shortly after 4:00 p.m.

  
\_\_\_\_\_  
Nancy Gingrich  
2022 Secretary of the Board of Governors

I hereby certify that the foregoing minutes were approved by the Board of Governors on the 4th day of February 2023.

  
\_\_\_\_\_  
Cheryl J. Cozette  
2023 Chair of the Board of Governors

EXHIBIT A  
CHAPTER 6

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ACADEMIC AFFAIRS - FACULTY

Sections:

- 6.010. Principles of Academic Freedom, Tenure, and Professional Ethics
- 6.020. Faculty Senate
- 6.030. Faculty Positions, Rank, Tenure, and Promotion
- 6.040. Faculty Conduct
- 6.050. Professional Leave for Faculty Members
- 6.060. Graduate Faculty
- 6.070. Emeritus Recognition

- 6.010. Principles of Academic Freedom, Tenure, and Professional Ethics. The guiding philosophies regarding academic freedom, tenure, and professional ethics are used to establish policies related to University faculty members.
- 6.010.1. Purpose. The Board has affirmed its belief in sound principles of academic freedom and academic tenure as stated by the American Association of University Professors (AAUP) in the "1940 Statement of Principles on Academic Freedom and Tenure" which is quoted as follows:

Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

Tenure is a means to certain ends; specifically; (1) Freedom of teaching and research and of extramural activities, and (2) A sufficient degree of economic security to make the profession attractive to [people] of ability. Freedom and economic security, hence tenure, are indispensable to the success of an institution in fulfilling its obligations to its students and to society.

- 6.010.2. Academic Freedom. The University will adhere to the following guiding philosophy of academic freedom that is endorsed by the Board:

Academic freedom is the freedom to discuss all relevant matters in the classroom, to explore all avenues of scholarship, research, and creative expression, and to speak or write without institutional discipline or restraint on matters of public concern as well as on matters related to professional duties and the functioning of the University.

Academic responsibility implies the faithful performance of professional duties and obligations, the recognition of the demands of the scholarly enterprise, and the candor to make it clear that when one is speaking on matters of public interest, one is not speaking for the institution. [Policy amendments adopted by the University of Minnesota Board of Regents in June 2009] (AAUP Redbook, 11th edition, 2015)

- 6.010.3. Tenure. The following philosophy guides policies relating to tenure at the University:

After the expiration of a probationary period, teachers or investigators should have permanent or continuous tenure, and their services should be terminated only for adequate cause, ... or under extraordinary circumstances because of financial exigencies. (AAUP "1940 Statement of Principles on Academic Freedom and Tenure")

Policies regarding awarding of tenure can be found in section 6.030.2. Tenured faculty members who are dismissed for cause will have full rights of due process, as described in section 6.040.4. Termination of a tenured faculty member due to financial exigency will be demonstrably bona fide (see Code of Policies Chapter 10).

- 6.010.4. Professional Ethics. All faculty members at the University will be expected to abide by professional ethics. The Board endorses the AAUP's "Statement of Professional Ethics (2009 revision)," which states:

Professors, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it. To this end, professors devote their energies to developing and improving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although professors may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.

Furthermore, faculty members are to engage in academic collegiality and professional conduct through encouraging “the free pursuit of learning in their students,” demonstrating “respect for their students,” defending “the free inquiry of associates, even when it leads to findings and conclusions that differ from their own,” being “effective teachers and scholars,” avoiding discriminatory treatment of all members of the University community, and avoiding the impression of speaking for the University when they speak as a private person.

- 6.020. Faculty Senate. The Faculty Senate shall be considered as representative of instructional staff, professional personnel of the University who have substantial academic responsibilities, administrators who have faculty qualifications and substantial academic responsibilities, and the undergraduate and graduate body (in the capacity of advisers and consultants). Within the framework established by the statutes and the Board of Governors, the Faculty Senate shall be a deliberative and legislative body for academic matters and for University policies pertaining to promotion, tenure, and sabbatical leave. In regard to other issues affecting faculty and academic community, including budgetary matters and academic leave without pay, the Faculty Senate shall be an advisory body to the President, Vice President for Finance, Provost, and Board of Governors through channels established by the Board. The President is an *ex officio* member of Faculty Senate and other administrators (including the Executive Vice President for Academic Affairs and Provost, Associate Provost, and Deans) are invited guests. The Faculty Senate has the authority to establish within their Constitution and Bylaws the procedures and eligibility requirements for its membership, standing and *ad hoc* committees, as well as faculty voting rights related to Faculty Senate matters. The Faculty Senate Constitution and Bylaws may be amended

according to the procedures set forth in such documents, subject to approval of such amendments by the Board of Governors. Schools and Departments shall determine voting rights and procedures for faculty and academic matters beyond Faculty Senate purview.

- 6.030. Faculty Positions, Rank, Tenure, and Promotion. Faculty positions are those where the principal services performed by the holder thereof ~~[are]~~ include teaching and advising, scholarship, and service to the university, the profession, and the community. The Department Chair is a faculty member with assigned administrative responsibilities to provide leadership to an academic department(s).

6.030.1. Faculty Positions and Titles

1. Types of Appointments

- a. Tenure-track appointments begin on a specified date and are for a period of one academic year. Faculty on tenure-track appointments are on probationary status with contracts that are renewed annually based on performance up to the point when they are required to apply for tenure and promotion following the tenure and promotion guidelines (Section 6.030.3).
- b. Tenure appointments are continuous appointments that begin on a specified date but have no termination date.
- c. Term faculty positions are those where the principal services performed by the holder thereof are primarily teaching. Term appointments begin on a specified date and terminate on a specified date. Term appointments usually are for a period of one academic year but may be for a shorter or longer period, up to a fiscal year. Term appointments may be either full-time or part-time. Term appointments may be renewed, but no number of

reappointments to any term position shall create any presumption of a right to reappointment. Holders of faculty positions under term appointments shall have no right to tenure ~~[or tenure-track appointment]~~. *This policy does not preclude term faculty from applying for open tenure-track positions.*

- i. Summer, interim, and special session appointments shall be considered term, irrespective of the title applied thereto.
- ii. Less than .75 FTE appointments shall be considered term, whatever the title thereof may be.
- iii. The appointment of Federal and State employees or appointees attached or assigned to the University, by special appointment or on a temporary basis shall be term, whatever the title and office may be.
- iv. Appointments made in connection with a special department, program, or institute of an experimental or temporary character may be terminated when the project is discontinued. All such appointments shall be considered term, whatever the titles thereof may be.

2. Classification of Faculty by Title and Rank

- a. Tenured[~~;~~] and tenure-track[~~, and term full-time~~] faculty ~~[with terminal degrees]~~ will hold titles of Assistant Professor, Associate Professor, or Professor. ~~[The condition of employment for term faculty will be noted in their contract as "temporary."]~~
- b. *Full-time faculty on term appointments with terminal degrees will hold the title of Assistant Professor.* Full-time faculty on term appointments

without terminal degrees will hold the title of Instructor. The condition of employment for term faculty will be noted in their contract as "temporary."

- c. Except where otherwise specified, all part-time faculty members will hold the title of Lecturer.
- d. Retired faculty without Emeritus status, who continue to teach part-time, shall be identified by their last title followed by "retired" (e.g. Assistant Professor, Retired). Retired faculty with Emeritus status, who continue to teach part-time, shall be identified by their last title followed by Emerita/Emeritus of [discipline that was on their last contract prior to retiring].
- e. Part-time faculty members in Nursing and Communication Disorders will hold the title of Clinical Instructor due to the clinical component of the position and to better reflect those responsibilities.
- f. Graduate students who hold term appointments will have the title of Graduate Teaching and Research Assistant.

3. Administrative Personnel. The functions, titles, and status of administrative personnel shall be distinct and severable from their functions, titles, and status, if any, as faculty members. This includes, but is not limited to, the President, Executive Vice President for Academic Affairs and Provost, the Deans, Directors, Departments Chairs, other administrators of academic services, and coaches of intercollegiate athletics.

4. Notice of Appointment. Each appointee to the faculty shall receive written notice thereof which includes the following information:
  - a. Whether the position is tenured, tenure track, or term;
  - b. The duration of appointment for a term or tenure-track position and whether it is renewable/eligible for reappointment; and
  - c. For tenure-track appointments, notice of tenure requirements and a written copy thereof.

6.030.2. Tenure.

1. Holders of tenured faculty positions shall have continuous appointments, subject to termination only for cause as specified in Code of Policies 6.040.4 or under extraordinary circumstances because of financial exigencies as defined in Code of Policies Chapter 10. Due consideration shall be given to seniority in terms of academic rank and length of service; in the event certain continuous appointments must be terminated because of financial exigencies or elimination of academic programs.
2. Upon successful completion of the tenure-track probationary period and application for tenure, the faculty member shall be awarded tenure to the University and assigned continuous appointment to one or more academic units. Concurrent with the review for tenure, the faculty member will undergo a review for promotion to Associate Professor, unless that rank has been previously conferred.
3. Tenure-track faculty members who are not to be reappointed following their first [~~or second~~] year of employment shall be notified of such decision prior to March 1 [~~10~~] of their first year [~~or second year~~] of appointment. Tenure-track faculty members



*who are not to be reappointed following their second year of employment shall be notified of such decision prior to December 15 of their second year of appointment.*

Tenure-track faculty who are not to be reappointed following their third, fourth, fifth, or sixth year of appointment, shall be notified not less than one year in advance of their final date of employment.

4. Tenure-track and term faculty appointments shall not be terminated during the contract period thereof except for cause as set forth in the Code of Policies 6.040, or under extraordinary circumstances because of financial exigencies as defined in Code of Policies Chapter 10.
5. No person shall lose tenure already acquired if they are granted a leave of absence, if they are promoted, or if they accept appointment to a part-time faculty position or to an administrative position, unless the appointment is subject to express condition that they release or waive any such tenure. In the event that a tenured faculty member whose program is discontinued accepts an appointment that is normally a term position, that faculty member shall retain tenure, unless the appointment is subject to express condition that they release or waive any such tenure.
6. The removal of any person from an administrative position shall not impair their tenure rights, if any, as a faculty member.

6.030.2.1. Computing Years of Service Toward Tenure and Promotion.

1. Years of service toward tenure and promotion shall be computed in terms of academic years beginning with the first full-year contract. ~~[One semester equals one-half academic year. Not more than one academic year's credit shall be~~

~~allowed for service during any consecutive twelve-month period.]~~ The following period of service shall be excluded:

- (a) service under any appointment involving duties substantially different from duties in a tenure-track position; and
- (b) service under summer or interim session appointments.

2. Periods of service need not be continuous, but shall be cumulative, except that any period of service for less than one ~~[semester]~~ academic year may be disregarded. However, faculty shall receive credit for service during all legally protected leaves of absence, such as FMLA or military leave. ~~[in the case of service that was interrupted during a semester because the appointee entered the armed forces of the United States, credit for a full semester shall be allowed. Credit for a full semester also shall be allowed where a person was relieved from active duty with the armed forces of the United States and within a reasonable time thereafter entered or re-entered academic service, but by reason of the date of the termination of their active military duties they were not able to serve a full semester.]~~

6.030.2.2. Delaying the Tenure and Promotion Review Period ("Pausing the Clock")

1. Reasons for Pausing the Clock. The tenure and promotion review periods described in Section 6.030.3 may be delayed, upon proper application by any tenure-track faculty member, using the process and criteria set forth in this section. When properly authorized pursuant to this section, pausing the tenure and promotion clock will result in specific periods of employment time that do not count toward tenure and promotion service. This process will allow the

tenure-track faculty member and the University to agree to adjust the pace and timing of tenure and promotion service. Under no circumstances will the pausing of the tenure and promotion clock result in any alteration of the criteria of expected performance for successful grant of tenure status and promotion nor any alteration in the application of the criteria or the judgments made based on the criteria.

(a) Tenure-track faculty members shall have the option to request ~~[temporary]~~ pausing of the tenure and promotion clock in one-year increments, either in conjunction with or separate from a reassignment or leave granted pursuant to other provisions of the Board of Governors' Code of Policies. Pausing the tenure and promotion clock must be applied for and granted without regard to leave or reassignment status. The decision by the University to grant a ~~[temporary]~~ pausing of the tenure and promotion clock will be separate from any decision regarding proposed reassignment or grant of leave.

(b) Tenure-track faculty members may request that the tenure and promotion clock be paused ~~[for a period of time]~~ when any of the following circumstances would seriously impair the faculty member's capacity to build the record of accomplishment they judge appropriate for professional satisfaction and tenure and promotion review:

- i. Physical or mental illness or other physical condition;
- ii. Pregnancy, birth of a child, adoption, or foster child placement;
- iii. Substantial caregiver responsibility for the faculty member's spouse, partner, parent, or child;

- iv. Military service or obligations; or
- v. Other unusual circumstances that significantly impair the faculty member's ability to devote his or her full time and attention to teaching and scholarship.

Note that use of sick leave, FMLA, or other protected leave will not automatically result in pausing the tenure and promotion clock. Faculty members must affirmatively request that the clock be paused during periods of leave. A faculty member who requests and receives approval to pause the tenure and promotion clock but is not on leave will continue to perform regular duties.

- (c) Pursuant to this policy, the University will agree to pausing the tenure and promotion clock [~~ordinarily~~] for [~~a maximum of~~] one academic year for any single circumstance cited in the applicant's request for pausing the clock. Further, the University will grant a pause to the clock for no more than two academic years, total, for any tenure-track faculty member.

- (d) In the event that the University agrees to pause the tenure and promotion clock as requested by a tenure-track faculty member, this pause will operate to delay every aspect of the tenure and promotion process, including all intermediate steps toward tenure and promotion review and approval.

(e) Requests to pause the clock must be made before the faculty member is considered for promotion or tenure. The University will not consider requests to pause the clock retroactively.

(f) An application for pausing the tenure clock during the year of tenure/non-renewal decision should not be approved except for well-documented emergencies.

2. Procedure for Pausing the Clock.

(a) A written request to delay the academic review period (pause the tenure and promotion clock) should be submitted to the Department Chair as soon as the faculty member recognizes the disruption to their life is of sufficient scale and duration to significantly impact their capacity to build a record of accomplishment judged appropriate for tenure and/or promotion review. The faculty member should not make such an application based on qualifying events and/or effects that are already completed and otherwise resolved. The purpose of pausing the clock is to provide an additional year to work toward tenure because of an existing extenuating circumstance, not retroactively to evaluate a candidate's entire probationary period and provide additional opportunity for remediation of criteria-based achievement. Except for well-documented emergencies, no request for extension will be considered or granted later than the date by which Deans request confirmation of intent to undergo review at the beginning of the academic year in which the review is to occur. If the Department Chair approves, the Chair's approval letter should include a description of how

the delay of the academic review period is expected to change the timeline for tenure and promotion review, including all remaining formative and summative reviews. The Chair's letter is sent to the Dean. If the Dean approves, the approval letter will be forwarded to the Provost for final approval.

(b) Requests for delaying the Academic Review Period for all circumstances must be approved by the Department Chair, Dean, and Provost. Routine approval is expected for birth/adoption of a child, use of parental leave, FMLA, and leave related to military service. Requests that are denied at any administrative level can be appealed to the next administrative level.

3. Exceptions. Requests for an exception to this policy must be submitted in writing to the Provost.

6.030.2.3 Locus of Tenure. The locus of tenure is in the University. Assignment of tenured faculty will normally be to academic departments, but tenured faculty may be assigned by consent to other professional duties. Tenure, once granted, remains in the University.

1. Reassignments.

- a. Discretionary Reassignments within a Department/School. With the approval of the Provost, Deans have the discretion to make assignment changes within their academic units, e.g., changes of Department Chairs. Such reassignments do not represent sanctions and are not subject to review by the Faculty Conduct Committee.
- b. Reassignment with Consent. A faculty member may be removed from teaching assignments or reassigned to other University units by the Provost if they consent to

the reassignment. A memorandum of understanding (MOU) regarding the reassignment shall be drafted by the Provost and faculty member. The faculty member will have up to seven (7) calendar days to sign the MOU. Refusal to consent to a reassignment may not, in itself, be used as a basis for disciplining a faculty member.

- c. Reassignment without Consent. A faculty member may be temporarily reassigned for up to one academic year by the Provost without their consent in exceptional circumstances for the good of the University. The existence of the exceptional circumstances must be verified by the Department Chair, Dean, and Provost (all three must agree).
- d. Appeal. The faculty member may provide a written appeal of the Provost's reassignment decision to the President within seven (7) days of notification of the reassignment.

6.030.3. Tenure and Promotion to Associate Professor Review Procedure.

- 1. Unless otherwise agreed upon at the time of hire, tenure-track faculty members undergo a review for tenure and promotion to Associate Professor concluding the probationary period during the sixth year of service as specified in Faculty Senate Bill 8408. If a faculty member is granted promotion and tenure, those will be effective at the beginning of the seventh year. If a faculty member is denied tenure, they will have one additional, final year at the University.
- 2. Administrative reviews will occur on an annual basis for probationary faculty on tenure-track appointments. The primary purposes of the administrative review are to provide feedback to the faculty member that clearly specifies whether the faculty

member is making satisfactory progress in areas of teaching and advising, scholarship, and service and to identify and discuss any other issues that may impact job performance. The administrative review serves as a record of employment for subsequent action related to performance. In the years when a decision is being made regarding tenure or promotion, faculty members will undergo both administrative and peer review processes.

3. A peer review committee reviews a tenure-track faculty member during the tenure/promotion review year and in the third year preceding the tenure/promotion review year. The primary purpose of peer review prior to the tenure and promotion review year is to provide feedback to the faculty member that clearly specifies whether, in the judgment of their peers, they are making satisfactory progress in areas of teaching and advising, scholarship, and service as designated in Faculty Senate Resolution 1322 [Bill 0406] and their departmental guidelines. In the year of the tenure and promotion review, the peer review committee is responsible for making a recommendation whether to tenure and promote based upon evidence of performance produced by the faculty member.
4. Recommendations on whether to tenure and promote are made in the following order: Peer Review Committee to Department Chair; Department Chair to Academic Dean; Academic Dean to Executive Vice President for Academic Affairs and Provost; Executive Vice President for Academic Affairs and Provost to President; President to Board of Governors. At each of these recommendation points, the candidate for tenure and promotion shall receive a copy of the recommendation being made and has the right to submit a written response including additional pertinent evidence



within the designated period for responding. Any submitted response would then become a part of the accumulated review materials.

5. The Board of Governors makes the final decision on the awarding of tenure.

6.030.3.1. Basis for Tenure and Promotion to Associate Professor. The policies in respect to tenure and promotion are based on the University's *Model of the Teacher/Scholar* in which a faculty member is expected to reflect characteristics critical to student learning and adherence to a professional standard of integrity. In particular, faculty members must demonstrate contributions in the areas of teaching and advising, scholarship, and service. In order to demonstrate achievements and contributions worthy of tenure and promotion, a faculty member will prepare a portfolio of evidence documenting the faculty member's attainment of satisfactory standards in teaching including advising, scholarship, and service as defined in Faculty Senate Resolution 1322 [Bill 0406] that will undergo rigorous review that originates with a committee of the faculty member's peers. A faculty member who has been recommended for serious discipline will not be considered for tenure or promotion unless/until the faculty member has been exonerated or the serious discipline remediated. In addition to the University guidelines, each School may have and each Department has guidelines for tenure and promotion requirements. Each faculty member will work with their Department Chair and Academic Dean to develop appropriate evidence based on University, School, and Department guidelines for the demonstration of quality teaching activity that advances student learning, scholarship that encompasses academic and creative contributions to the intellectual life of the university and the profession, and service that offers contributions to the university, the

profession, and the enrichment of campus life, as well as discipline-based or university mission-oriented contributions to the community.

6.030.3.2. Evaluation. Tenure and promotion application materials submitted in portfolios shall be evaluated based on the established criteria at the time of hire as designated above and as developed by the Schools and Departments. Administrative reviews occur on an annual basis for probationary faculty on tenure-track appointments. Peer reviews occur in the third year preceding the tenure and promotion review and at the point when a decision is being made about tenure and promotion. In the years when a decision is being made regarding tenure or promotion, faculty members will undergo both administrative and peer review processes. Administrative reviews, peer review committee reports, and tenure portfolios serve as a record of employment to be used in the evaluation process.

6.030.4. Promotions in Academic Rank beyond Associate Professor. Only tenured faculty shall be eligible for promotion in rank to Full Professor. Promotions in academic rank to Full Professor are determined according to the following standards.

6.030.4.1. Basis for Promotion. The policies in respect to promotions are based on the University's *Model of the Teacher/Scholar* in which a faculty member is expected to reflect the characteristics critical to student learning and adherence to a professional standard of integrity. In particular, faculty members must demonstrate measurable contributions in the areas of teaching and advising, scholarship, and service. In order to demonstrate achievements and contributions worthy of promotion, a faculty member will prepare a portfolio of evidence documenting the faculty member's attainment of satisfactory standards in teaching including advising, scholarship, and service as defined in Faculty Senate Resolution 1322 [Bill 0406] that will undergo a rigorous review that originates with

a committee of the faculty member's peers. In addition to the University guidelines, each School may have and each Department has guidelines for promotion requirements. Each faculty member will work with their Department Chair and Academic Dean to develop appropriate evidence based on University, School, and Department guidelines for the demonstration of quality teaching activity that advances student learning, scholarship that encompasses academic and creative contributions to the intellectual life of the university and the profession, and service that offers contributions to the university, the profession, and the enrichment of campus life, as well as discipline-based or university mission-oriented contributions to the community.

6.030.4.2. Application for Promotion.

1. Number of Years in Rank. Unless otherwise negotiated at the time of hire, faculty members are expected to serve a minimum of six years in rank at the University in order to qualify for promotion from Associate Professor to Professor.
  - a. Serving the minimum number of years in rank is not an assurance or guarantee of promotion either at the completion of the minimum period or at any later time.
  - b. Once eligible, the faculty member may opt not to apply for promotion to Full Professor during their first year of eligibility, but is not restricted from applying in subsequent years.
  - c. A faculty member who is denied promotion to Full Professor shall not be prohibited from applying in subsequent years.
  - d. If a faculty member is granted promotion, it will be effective at the beginning of the academic year following review.

2. Peer reviews occur when a decision is being made about promotion and at the third year prior to initial eligibility for promotion to Full Professor. The primary purpose of the midpoint peer review prior to eligibility for promotion to Full Professor is to provide feedback to the faculty member that clearly specifies whether the faculty member is making satisfactory progress in areas of teaching and advising, scholarship, and service as designated in Faculty Senate Resolution 1322 [Bill 0406], their departmental guidelines, and school guidelines, if applicable. In the year of the promotion review, the peer review committee is responsible for making a recommendation whether to promote based upon evidence of performance produced by the faculty member.
3. In the years when a decision is being made regarding promotion, faculty members will undergo both administrative and peer review processes. The primary purposes of the administrative review are to specify whether the faculty member has made satisfactory progress in areas of teaching and advising, scholarship and service as delineated in the Teacher/Scholar Model and to identify and discuss any other issues that may impact job performance.
4. Recommendations on whether to promote are made in the following order: Peer Review Committee to Department Chair; Department Chair to Academic Dean; Academic Dean to Executive Vice President for Academic Affairs and Provost; Executive Vice President for Academic Affairs and Provost to the President; President to the Board of Governors. At each of these recommendation points, the candidate for promotion shall receive a copy of the recommendation being made and has the right to submit a written response including additional pertinent evidence

within the designated period for responding. Any submitted response would then become a part of the accumulated review materials.

5. The Board of Governors makes the final decision on whether to promote a faculty member.

6.030.4.3. Evaluation. Promotion application materials submitted in portfolios shall be evaluated based on the established criteria as designated above and as developed by the University, academic Schools, and Departments. Peer reviews occur in the third year preceding eligibility for promotion to Full Professor and at the point when a decision is being made about promotion. In the years when a decision is being made regarding promotion, faculty members will undergo both administrative and peer review processes. Administrative reviews, peer review committee reports, and promotion portfolios serve as a record of employment to be used in the evaluation process.

6.030.5. Administrative Post-Promotion and other Triennial Reviews. Tenured faculty members holding Associate Professor rank will continue to participate in an administrative review process every three years beyond their review in the third year from eligibility for promotion to Full Professor. After promotion to Full Professor, each faculty member will continue to participate in an administrative review process every three years. Thus, all tenured faculty will undergo a triennial review.

6.030.5.1. Purpose. The on-going three-year Administrative Review process is to assist the faculty member's continuous improvement as a "Teacher/Scholar" and serve as a record of employment for subsequent action related to performance. The administrative review is to provide feedback to the faculty member that clearly specifies whether the faculty member is

making satisfactory continuous improvement in areas of teaching and advising, scholarship, and service and to identify and discuss any other issues that may impact job performance.

6.030.5.2. Procedure. In each year of the faculty member's triennial review, the Department Chair informs the faculty member of the administrative review schedule and process; the faculty member prepares materials and meets with the Department Chair; the Department Chair shares the review with the School's Dean; the Dean ensures that feedback from the Department Chair is appropriate and complete, writes a brief memo, and forwards it and the review to the Executive Vice President for Academic Affairs and Provost for inclusion in the faculty member's personnel file.

6.030.6. Publication of Tenure Policies. These policies shall be published and each person holding a position on the faculty, and all future tenure-track employees at the time of hire, shall receive a copy thereof.

6.030.7. Legal Effect of Tenure Policies. This is a statement of policies within the limits of which the Board of Governors expects to exercise the powers vested in it, but these policies shall not impair, or be taken to waive, any powers now or hereafter vested in the Board under the Constitution and Laws of the State.

6.040. Faculty Conduct.

1. General. Faculty members are expected to behave in a manner compatible with the University's function as an educational institution. These expectations are established in order to protect an environment conducive to research, teaching, learning and service that fosters integrity, personal and professional growth, a community of scholarship, academic success and responsible citizenship. Faculty members are expected to adhere to community standards in accordance with the University's mission and expectations.

2. Jurisdiction. Jurisdiction of the University generally shall be limited to conduct which occurs on University premises or at University-sponsored or University-supervised functions. However, the University may take action, including, but not limited to, the imposition of sanctions under Section 6.040.2, against faculty members for conduct occurring in other settings, including off-campus, (1) in order to protect the physical safety of students, employees, visitors, clients, or other members of the University community, (2) if there are effects of the conduct that interfere with or limit any person's ability to participate in or benefit from the University's educational programs, activities or employment, (3) if the conduct is related to the faculty member's fitness or performance in the professional capacity of teacher or researcher or (4) if the conduct occurs when the faculty member is serving in the role of a University employee.
3. Alleged Violation of the University's Non-Discrimination Policies. Alleged violations of the University's Non-Discrimination Policies must be reported to the Compliance Officer and will be addressed in accordance with the University's Non-Discrimination Complaint Reporting and Resolution Procedure (NDCRRP). The Dean, or other supervisory authority, as defined in the NDCRRP, may impose minor discipline upon a faculty member who has been found to have violated the University's Non-Discrimination Policies. Recommendations for serious discipline short of permanent removal and loss of tenure may be appealed under Section 6.040.6.2 of this Chapter. Recommendations for permanent removal and loss of tenure may be appealed under Section 6.040.7 of this Chapter. Prior to exercising appeal rights under this Chapter, the faculty member must first exhaust all rights to appeal under the NDCRRP.

- 6.040.1. Faculty Discipline. Disciplinary action normally falls into two general categories: minor discipline and serious discipline.
- 6.040.2. Suspension. Regardless of whether minor or serious discipline is sought, in all matters where the Executive Vice President for Academic Affairs and Provost believes that a faculty member's continued performance of faculty duties poses a significant risk of harm to persons or property, the faculty member may be relieved of duties and suspended with pay during the pendency of the hearing and appeals process provided for below.
- 6.040.3 Minor Discipline. Minor discipline may be used to address unacceptable behaviors which, when taken alone, do not necessarily constitute cause for serious discipline.
1. Misconduct. Examples of misconduct that may result in minor discipline include, but are not limited to:
- Excessive tardiness or absenteeism;
  - Uncooperative behavior (including disrespectful conduct toward students or colleagues);
  - Failure to follow departmental procedures or directions;
  - Failure to perform the terms of employment for reasons other than documented injury, illness, or bereavement (including, for example, failure to hold required office hours, to be reasonably available for students, or failure to attend mandatory meetings without excused absence);
  - Unauthorized operation and/or misuse of University property;
  - Neglect of duty or responsibilities, including unauthorized absence, which impairs teaching, research or other normal and expected services to the University, and violation of safety procedures; and



- Use of profane, obscene, vile, abusive, or degrading language, gestures, or images that are not protected by law or academic freedom.

2. Discipline. Minor discipline includes, but is not limited to:

- Verbal reprimand;
- Written reprimand;
- Mandatory training;
- Loss of prospective benefits for a stated period (for instance, use of University funds and specified facilities, or suspension of "regular" or other increase in salary);
- Restitution;
- Monitoring of behavior and performance; and/or
- Reassignment of duties.

3. Implementation of Minor Discipline. It is the role of the Department Chair to monitor

faculty performance and communicate concerns to faculty members and the Dean.

Where the Dean seeks to impose minor discipline, they shall first meet with the faculty member and the Department Chair to discuss the concern and the potential for discipline. The purpose of this informal consultation is to reconcile disputes early and informally, when that is appropriate, by clarifying the issues involved, resolving misunderstandings, considering alternatives, and noting applicable policies.

- a. Should the Dean wish to proceed with disciplinary action after the informal consultation, the Dean shall provide the faculty member with written notice of the cause for disciplinary action in sufficient detail for the faculty member to address the specifics of the charges. If the Dean determines that the conduct or behavior in

question constitutes misconduct as those terms are used in section 6.040.1.2. of the Code of Policies, the written notice shall so state.

- b. The faculty member may respond in writing prior to the imposition of minor discipline. This response should be submitted to the Dean within seven (7) calendar days of receipt of the Dean's written notice. The Dean may extend this deadline in emergency situations, such as serious illness or incapacity of the faculty member or a member of the faculty member's immediate family. The written response, if any, will be provided to the Dean for further comment. The Dean, in consideration of the written response and further comments, if any, shall make a decision regarding the disciplinary action and notify the faculty member in writing within seven (7) calendar days of the faculty member's response. All documents from the minor disciplinary process will be maintained in the faculty member's official personnel file in the Executive Vice President for Academic Affairs and Provost's office.

4. Cumulative Minor Discipline. In the event that a faculty member is subject to minor discipline three or more times, such cumulative record of minor discipline shall constitute sufficient grounds for serious discipline as provided in section 6.040.4.

6.040.4. Serious Discipline. Serious discipline may be used to address significant unacceptable behaviors or cumulative minor discipline.

1. Misconduct. Examples of misconduct that may result in serious discipline include, but are not limited to:

- Violating University rules, regulations, policies or procedures, including but not limited to those related to conduct of academic duties and those governing the use of University funds and University facilities;
- Violation of professional guidelines that apply to the field of the faculty member;
- Threats, intimidation, harassment, physical abuse, or any other conduct that endangers the health or safety of any person, or unreasonably interferes with a person's ability to perform University duties including teaching, research, administration, or other University activities, including public service functions on or off campus;
- Neglecting or refusing to perform reasonable assigned teaching duties, or quitting duties without due notice;
- Intentional and habitual neglect of duty in the performance of academic responsibilities;
- Willfully damaging or destroying, improperly taking, or misappropriating property owned by the University, a member of the University community, or a campus visitor, or any property used in connection with a University function or approved activity, or unauthorized use of University facilities, or the attempt to commit any such conduct;
- Forgery, alteration, misuse of University documents, records, or identification, or knowingly furnishing false information to the University;
- The illegal or unauthorized possession or use of firearms, explosives, other weapons or hazardous chemicals; and/or
- Conviction of a felony that is clearly related to performance of University duties or academic activities;

- Other, repeated, misconduct that has not been resolved through the implementation of minor discipline

2. Discipline. Serious discipline includes, but is not limited to:

- Suspension without pay;
- Reduction of salary for a stated period or suspension of “regular” or other increase in salary;
- Reduction of academic rank or suspension of promotion eligibility; and/or
- Temporary or permanent removal of faculty appointment. The University will provide due process where loss of academic rank or permanent removal of faculty appointment is recommended in accordance with Code of Policies 6.040.5 and 6.040.7.

6.040.5. Implementation of Serious Discipline. The Deans are authorized to recommend serious discipline of a faculty member. Nothing in this policy is to be construed so as to require a Dean to pursue minor discipline or to exhaust the remedies available for minor discipline prior to pursuing serious discipline when, in the Dean's judgment, the unacceptable behavior is sufficiently egregious to warrant action under the serious discipline provisions of this policy.

6.040.5.1. Faculty Conduct Committee. The University Faculty Conduct Committee (“Committee”) shall be composed of tenured faculty members. It shall consist of one member and one alternate from different departments in each School elected by secret vote of the members of the tenured faculty. Department Chairs and University administrators may not serve on this committee. Committee members shall serve for a three-year term and shall not serve more than two consecutive terms. At the first meeting of the committee, it shall elect from

among its members a chair and secretary. In the event that a procedure for conduct review is in process, in so far as possible, the committee constituted during the beginning of the process should complete that case before the committee is dissolved. This will not prevent a committee for the ensuing year being selected and empaneled. The duties of the committee shall include such duties as indicated in Subsections 6.040.5.2, 6.040.6, and 6.040.7, and any other responsibilities as are assigned to it by the President of the University or the Chair of the Board of Governors.

6.040.5.2. Committee Rights and Duties. The Committee is charged with reviewing whether the proposed serious discipline is warranted and making recommendations for discipline of a faculty member. The Committee shall have the following rights and duties:

1. To determine the relevance and admissibility of any evidence offered at the meeting or hearing;
2. To permit a stipulation of agreed facts by the University and the faculty member;
3. To permit the incorporation into the record by reference of any document, affidavit, or other exhibit produced and desired to be incorporated in the record by the University and the faculty member;
4. To question witnesses or evidence introduced by either the University or the faculty member at any time;
5. To call additional witnesses;
6. To dismiss any action or permit informal disposition at any stage of the proceeding if agreed to by the University and the faculty member;
7. To permit, at any time, amendment of the Charge or answer so as to include matters that come to the attention of the Committee before final determination of the case,

provided, however, that in such event the Committee shall grant to the University or the faculty member such time as the Committee may determine reasonable under the circumstances to answer or explain such additional matters;

8. To dismiss any person from the hearing who interferes with or obstructs the advancement of the hearing or fails to abide by the rulings of the Chair of the Committee;
9. To have present a legal adviser to the committee, who shall be designated by the General Counsel of the University, following consultation with the Committee.

6.040.5.3. Parties' Rights Upon a Disciplinary Meeting or Hearing The University and the faculty member shall have the following rights:

1. To be present at the meeting or hearing, which right may be waived by failure to appear;
2. To have present any legal or other adviser or counselor and to consult with such adviser or counselor during the hearing;
3. To review a statement in writing of the charges against them;
4. To present evidence by witnesses and by properly identified written statements or reports in support of the Charge or answer;
5. To hear or examine evidence presented by the other party or the Committee;
6. To question witnesses present and testifying for the other party or the Committee;
7. To make any statement to the committee in support of the Charge or answer or in mitigation or explanation of the conduct in question;
8. To be informed in writing of the findings of the Committee and its recommendation on the Charge.

The faculty member, in all cases where hearings are involved, shall have the right to request a full audio recording or written transcript of procedures (the cost of which records shall be shared equally by the faculty member and the University). The audio recording or written transcript record of the case, the charges, exhibits, hearing records, appeals, and the findings and recommendation of the Committee, Executive Vice President of Academic Affairs and Provost, and President shall become the record of the case, shall be filed in the Office of the President of the University, shall be available only for official purposes, and, for the purpose of appeal, shall be accessible at reasonable times and places to the University, the Board of Governors of the University, and the faculty member.

6.040.6. Implementation of Serious Discipline Short of Permanent Removal and Loss of Tenure.

Where a Dean seeks to impose serious disciplinary action short of permanent removal and loss of tenure, the Dean shall first meet with the faculty member and Chair to discuss the Dean's concern and the potential for discipline. If that meeting does not resolve the issue, the Dean shall provide the faculty member with written notice of the proposed disciplinary action in sufficient detail for the faculty member to address the specifics of the charges. The faculty member shall have seven (7) calendar days after receiving the notice of proposed disciplinary action to request a meeting with the Committee. A request to meet with the Committee should be made in writing to the Dean, who will forward it promptly to the Executive Vice President for Academic Affairs and Provost. If the faculty member does not request a meeting with the Committee within the seven calendar days, the discipline will take effect.

6.040.6.1. Review by the Committee. The Executive Vice President for Academic Affairs and Provost shall convene the Committee review panel within five (5) calendar days. The Committee

shall meet with the faculty member and the Dean within 15 calendar days from the date of the faculty member's request for a meeting. The Dean shall provide the Committee with the factual basis for the proposed discipline, including any laws, policies, or regulations alleged to have been violated, as well as full explanation of why lesser or more severe discipline is not recommended. The faculty member will be provided an opportunity to respond to the allegations and to demonstrate that a lesser discipline, or no discipline, is warranted.

Documentation in support of or opposition to the proposed discipline must be submitted prior to the meeting with the Committee. During the meeting with the Dean and faculty member, University Counsel and the faculty member's legal counsel may be present.

The Committee will provide its recommendation to the Executive Vice President for Academic Affairs and Provost, Dean and the faculty member within 14 calendar days of the meeting. The Committee's recommendation must be in writing and must set forth the facts on which it based its recommendation, any laws, policies, or regulations found to have been violated, along with the recommended discipline. The Committee may recommend that the Dean's proposed discipline should be imposed, lesser discipline should be substituted, or no discipline should be imposed. The recommendation of the Committee is not binding on the Dean, but shall be given all due consideration. The Dean retains the authority to decide what discipline to impose. Within seven (7) calendar days of the committee's recommendation, the Dean will provide a written decision of the discipline to the faculty member and the Executive Vice President for Academic Affairs and Provost.

6.040.6.2. Appeals. A faculty member who has been assigned serious discipline following review by the Faculty Conduct Committee or following a finding under the Non-Discrimination Complaint Reporting and Resolution Procedure that the faculty member has violated the



University's Non-Discrimination Policies may request that the Executive Vice President for Academic Affairs and Provost review the Dean's decision on appeal. The request for appeal must be submitted, in writing, within seven (7) calendar days of receipt of the challenged decision. The Dean and/or the appealing faculty member may supplement the written record if they so desire. In considering the appeal, the Executive Vice President for Academic Affairs and Provost shall review the written record of the proceeding and any supplemental documentation provided by either party. The Executive Vice President for Academic Affairs and Provost will affirm the Dean's decision unless it appears, based on the record of the underlying proceeding and all supplemental documentation, that the decision was clearly erroneous. In the event the Executive Vice President for Academic Affairs and Provost determines the decision was clearly erroneous, they may reverse the discipline or modify it. The Executive Vice President for Academic Affairs and Provost shall notify the faculty member and the Dean of the final decision in writing, within seven (7) calendar days of receiving the written request for appeal. There shall be no further appeals from this decision. The appeal documents and decision will become part of the faculty member's personnel record.

6.040.6.3. Remediation: Serious discipline other than permanent removal of faculty appointment is intended to be temporary. Faculty members who receive serious discipline must remediate performance concerns to the satisfaction of the Dean who recommended the discipline before the discipline will be lifted. If a faculty member believes performance concerns have been remediated and the Dean disagrees or refuses to remove the discipline, the faculty member may appeal the question of remediation to the Executive Vice President for Academic Affairs and Provost in accordance with Section 6.040.3.2. A faculty member

may not appeal the question of remediation before the conclusion of the initial disciplinary period.

6.040.7. Implementation of Permanent Removal and Loss of Tenure. In any case where removal for cause is the serious disciplinary action recommended by the Dean (or other appropriate administrative officer), the following due process procedure will be followed. The faculty member shall be notified in writing of the proposed action for dismissal and the charges against them, including any laws, policies, or regulations that have been violated. If the charges, which have caused the action for removal, are such that, in the best judgment of the Dean, they interfere with the faculty member's duties and/or effectiveness as a teacher, the faculty member shall be suspended with pay from part or all assigned duties during the pendency of the disciplinary hearing and appeals processes. With the exception of conditions under which a faculty member is suspended, the faculty member shall continue to receive all the benefits of the conditions of the original appointment until and unless the Board of Governors decides to terminate the faculty member's tenure status. When tenure is finally terminated, all contractual obligations between the University and the faculty member shall cease. A faculty member found not guilty at the culmination of due process shall be reinstated without prejudice.

6.040.7.1. Review by the Committee. In the event that the faculty member desires to contest the charges presented, the faculty member shall give written notice of this request to the person notifying the faculty member of the charge against them within ten (10) calendar days from the receipt of the charge. Failure by the faculty member to make a timely written request for the hearing shall constitute a waiver of the faculty member's right to a hearing before the Committee.

- 6.040.7.2. Convening the Committee. The Executive Vice President for Academic Affairs and Provost shall convene the Committee review panel within five (5) calendar days.
- 6.040.7.3. Materials Provided to the Committee. The Dean shall provide the Committee with the factual basis for the charges and proposed discipline, including any laws, policies, or regulations alleged to have been violated, as well as full explanation of why lesser discipline is not recommended. If a faculty member has been found to have violated the University's Non-Discrimination Policy, a copy of the Investigation Report, the Decision on Appeal, and all other documents considered by the Administrative Review Panel, Dean and/or Appellate Officer shall also be provided to the Committee. The faculty member shall provide a written response to the allegations and demonstrate that a lesser discipline, or no discipline, is warranted. The answer shall specifically admit or deny the allegations set forth in the charge. A failure to answer or to deny an allegation of fact in the charge may be considered by the Committee as an admission of such fact. Documentation in support of or opposition to the proposed discipline must be submitted to the Committee no less than five (5) calendar days before the scheduled hearing of the Committee.
- 6.040.7.4. Hearing of the Committee. The Committee shall hold the hearing not less than 20 and not more than 30 calendar days from the date of the faculty member's request. The Committee or its designee shall notify the faculty member in writing of the date, time, and place of hearing before the Committee. Any request for continuance shall be made by the faculty member or the University in writing to the Chair of the Committee, and the Committee shall have discretionary authority to continue the hearing for a reasonable period of time and upon a determination that the request is timely and made for good cause. The hearing shall not be open to the public, pursuant to the Open Meetings Law of the State of Missouri,

if the Committee in its discretion deems the matter to be a personnel matter appropriate for a closed hearing.

6.040.7.5. Conduct of the Hearing. The Chair of the Committee shall preside at the hearing, and the Chair's duties shall include, but not necessarily be limited to, the following: Call the hearing to order, call the roll of the committee in attendance, ascertain the presence or absence of the faculty member and the University or its representative, read the notice of hearing, read the charge and answer, unless the reading of the same is waived, verify the notice of the charge to the faculty member, report any continuances requested or granted, establish the presence of any adviser or legal representative of either party, call to the attention of the faculty member and the faculty member's adviser any special or extraordinary procedures to be employed during the hearing and permit the faculty member to suggest or object to procedures. The committee is not required to follow formal rules of evidence. Procedural questions that arise during the hearing, but are not covered by these general rules, shall be determined by the Committee Chair. The Chair's ruling shall be final unless a member of the Committee requests consideration by the entire committee. If so, the ruling of the Committee by a majority vote shall be final.

6.040.7.6. Opening Statements. The University shall make opening remarks outlining the general nature of the case. The faculty member shall also make opening remarks to the Committee about the Charge, either immediately following the University's opening statement or at the conclusion of the University's presentation of the evidence, at the faculty member's election. Opening statements shall not be considered as evidence.

6.040.7.7. University's Evidence. The University's witnesses shall be called and identified, and evidence, written statements, or reports introduced as appropriate. The faculty member may

question the University's witnesses. The Committee may question witnesses or examine evidence at the conclusion of the University's presentation or at the conclusion of each witness's testimony, as it shall so choose.

6.040.7.8. Faculty Member's Evidence. The faculty member's witnesses shall be called and identified and evidence, written statements, or reports introduced as appropriate. The University may question the faculty member or their witnesses. The Committee may question witnesses or examine evidence at the conclusion of the faculty member's presentation or at the conclusion of each witness's testimony, as it shall so choose.

6.040.7.9. Rebuttal. The Committee shall permit the University or the faculty member to offer evidence in rebuttal of the other's presentation.

6.040.7.10 Recommendation by Committee. Following the hearing, the Committee shall discuss its findings in closed session out of the presence of the University and faculty member. The burden of demonstrating the existence of an adequate cause for dismissal shall rest with the University and shall be satisfied by a preponderance of the evidence in the record taken as a whole. To recommend dismissal, the Committee shall determine that the charge or charges warrant dismissal. If the Committee concludes that adequate cause for dismissal has not been established, but that some discipline or penalty less than dismissal may be appropriate, it may recommend such alternative discipline. Majority vote should determine the committee's recommendation based on the findings. The Committee shall make its findings of fact and its recommendations in writing and transmit them to the faculty member, Dean, and Executive Vice President of Academic Affairs and Provost within fourteen (14) calendar days of the hearing. The faculty member may provide a written appeal of the

recommendation of the Committee to the Executive Vice President of Academic Affairs and Provost within seven (7) calendar days of notification of the recommendation.

6.040.7.11 Recommendation by the Executive Vice President for Academic Affairs and Provost.

Following receipt of the findings of fact and recommendations from the Committee, the Executive Vice President of Academic Affairs and Provost shall review the recommendations of the Dean, the Committee, and any appeal made by the faculty member and make a recommendation to the President within seven (7) calendar days of receiving the faculty member's appeal or no more than seven (7) calendar days after the time for appeals has expired. The recommendation of the Committee is not binding, but shall be given all due consideration. The faculty member and Dean will be notified in writing of the Provost's recommendation. The faculty member may provide a written appeal of the Provost's recommendation to the President within seven (7) days of notification of the recommendation.

6.040.7.12 Recommendation by the President. Following receipt of the recommendation of the

Executive Vice President of Academic Affairs and Provost, the University President shall review all recommendations and appeals and make a recommendation to the Board of Governors within seven (7) calendar days of receiving the faculty member's appeal or no more than seven (7) calendar days after the time for appeals has expired. The faculty member, Dean, and Executive Vice President of Academic Affairs and Provost will be notified in writing of the President's recommendation. The faculty member may appeal the President's recommendation in writing within seven (7) calendar days by requesting a hearing before the Board of Governors of the University.

6.040.7.13 Hearing of the Board of Governors. In the event of an appeal to the Board of Governors, the Board of Governors shall have access to the full record of the case and the appeal documents, and the Board of Governors shall provide for a hearing for the purpose of receiving additional evidence not contained in the record of the case, or the Board of Governors shall remand the matter for further evidence to the Committee. The faculty member and the University may file a written argument confined to the issues and evidence previously submitted and contained in the record of the case for consideration by the Board of Governors. Any such written arguments shall be filed no fewer than five (5) calendar days before the date scheduled for the review hearing for consideration by the Board of Governors. The Board of Governors will attempt to schedule the hearing within 30 calendar days of the recommendation of the President, however this deadline may be extended if necessary to ensure the attendance of a majority of members.

6.040.7.14 Decision by the Board of Governors. In the event that the faculty member does not appeal to the Board of Governors and upon receipt of a recommendation from the President of the University, the Board of Governors shall review the full record of the case and prior appeal documents, if applicable. The Board of Governors will affirm or reverse the case that adequate cause for termination has been established and can decide that some discipline or penalty less than dismissal may be appropriate. The Board of Governors shall notify the faculty member and the University in writing of its decision on the case within seven (7) calendar days of the hearing. The ruling of the Board of Governors in matters of removal shall constitute the final authority under the University's administrative structure.

6.050. Professional Leave for Faculty Members. Faculty may be eligible for professional leave.

- 6.050.1. General. Such leaves should enhance the faculty member's professional development and the university. Leaves may be non-sabbatical or sabbatical.
- 6.050.2. Eligibility. Professional leave provisions shall be applicable to all members of the full-time tenured faculty. Department Chairs and Deans may be eligible for non-sabbatical leaves in accordance with Code of Policies Chapter 10.
- 6.050.3. Non-Sabbatical Leaves. The policy and procedure for non-sabbatical leaves of absence for faculty members is set forth as follows.
1. A written letter of intent to request a leave of absence without pay should be submitted to the Department Chair by February 1 of the year previous to the fall semester or full year of leave without pay, or by October 1 of the year previous to the spring semester of the leave. Leaves without pay must be approved by the Department Chair, Dean, and Executive Vice President for Academic Affairs and Provost. Benefits are not provided to faculty on leave without pay.
  2. Such leaves may be for the purpose of pursuing advanced study (such as completion of a terminal degree or post-doctoral work) or for securing appropriate industrial or professional experience including academic Fellowships and Military Service. Such leaves shall ordinarily not be granted for a period of less than one semester or for more than one academic year, except in instances where the best interest of the University will be served by doing so.
  3. On rare occasions, such as for completion of a doctorate or other commitment that should not be interrupted, the non-sabbatical leave may be extended at the discretion of the Board of Governors.



6.050.4. Sabbatical Leaves. The policy for sabbatical leave for faculty members is set forth as follows.

6.050.4.1. General. A sabbatical leave should benefit both the faculty member and the institution within the standards of the *Teacher-Scholar* model.

6.050.4.2 Conditions. Any full-time, tenured faculty member is eligible to submit an application ~~[submit an initial proposal]~~ for a sabbatical leave after they have been awarded tenure ~~and have begun their seventh continuous year~~ ~~[to be taken after seven continuous years]~~ of University employment ~~[service]~~. A faculty member is eligible to take subsequent sabbatical leaves after six continuous ~~[or after seven]~~ years of employment ~~[service]~~ since the completion of the last sabbatical leave with the application being submitted during the sixth year. Faculty shall receive credit for employment relative to sabbatical eligibility during all legally protected leaves of absence, such as FMLA or military leave.

1. Sabbaticals may be for the purpose of pursuing advanced study, conducting research studies, appropriate educational travel or for securing appropriate industrial or professional experience. Such leaves shall ordinarily not be granted for a period of less than one semester, nor for more than one academic year, nor across academic years, except in instances where the best interest of the University will be served by doing so.
2. Sabbaticals will not be granted for the purpose of full-time teaching. A faculty member may request a sabbatical to hold a visiting appointment at another university that includes compensation for no more than one course per semester. Sabbaticals for the purpose of obtaining employment outside of teaching will be considered if the work plays an important role in completing the sabbatical project and in enhancing the faculty

member's teaching and/or scholarship in the discipline. In such cases, the employment itself should not be the only outcome of the experience. On sabbatical, it is expected that the faculty member will divest of all on-campus responsibilities and devote their full attention to the proposed sabbatical activities.

3. A faculty member who has been recommended for serious discipline will not be considered for sabbatical leave unless/until the faculty member has been exonerated or the serious discipline remediated.

6.050.4.3. Selection Process for Applications. The Executive Vice President for Academic Affairs and Provost and Faculty Senate, in consultation with the President and the Deans, shall develop policies and selection procedures for Sabbatical Applications. Applications for sabbatical leave should be transmitted according to the administrative procedure/guidelines.

6.050.4.4. Compensation. Compensation for sabbatical leaves shall be based on a percentage of the academic year salary of the year in which the leave will occur. For sabbatical leaves of one semester the compensation rate shall be 100 percent. For sabbatical leaves of two semesters (one academic year), the compensation rate shall be 80 percent. Time spent on sabbatical leave shall be considered time in rank for the calculation of years of service for promotion.

6.050.4.5. Limitation of Expense. In general, no more than two percent of the total of the combined salaries of the academic and administrative staff shall be used for sabbatical leave during any academic year. The cost of a faculty sabbatical may be a factor in determining whether it can be granted.

6.050.4.6. Agreement to Return. Any faculty member granted a leave during which they are paid by the University shall agree to return to the service of the institution for a period of two

academic years and to complete all reporting requirements within the designated period.

Persons failing to return to the institution or to complete the reporting requirements shall refund all sabbatical pay. Those who return for less than two years shall refund proportionate sabbatical pay.

6.050.4.7. Rights and Privileges. During their sabbatical leave, the faculty member shall be entitled to rights and privileges to which they are usually entitled as a faculty member, including fringe benefits and standard salary increases. The faculty member will divest of all on-campus responsibilities or assigned duties during the sabbatical period. University funds will not be authorized to cover costs associated with travel while on sabbatical unless those costs were explicitly included in the sabbatical application, do not exceed the departmental allowance, and were explicitly approved as part of the sabbatical request. The retention of an office is determined on a case-by-case basis among the Dean, the Department Chair, and the faculty member.

6.050.4.8. Sabbatical Deferral. A faculty member may request a deferral of an approved sabbatical for up to one year without submitting a new application. If an approved sabbatical cannot be fulfilled within the deferred timeframe, faculty must re-apply for a sabbatical. Any deferment is subject to Board of Governors' approval. The University retains the right to cancel or defer sabbaticals for any reason.

Faculty may request sabbatical deferment in any of the following circumstances:

- i. Physical or mental illness or other physical condition;
- ii. Pregnancy, birth of a child, adoption, or foster child placement;
- iii. Substantial caregiver responsibility for the faculty member's spouse, partner, parent, or child;

- iv. University, state, federal, or international advisories restricting travel;
- v. Military service or obligations; or
- vi. Other unusual circumstances that significantly impair the faculty member's ability to devote his or her full time and attention to the sabbatical project.

The steps for deferring a sabbatical are available from the office of the Executive Vice President for Academic Affairs and Provost.

- 6.060. Graduate Faculty. The graduate faculty policy of the University is set forth as follows.
- 6.060.1. Graduate Courses, Research, and Advisement. Except as herein provided, only members of the graduate faculty will teach graduate courses, direct graduate research, and serve as academic advisers for graduate students.
- 6.060.2. Criteria for Appointments. Faculty members should meet at least three of the following four qualifications for appointment to the graduate faculty:
1. Possess a terminal degree or exhibit professional competence that provides a special expertise to teach courses and direct research at the graduate level;
  2. Show evidence of scholarly productivity in the past five years, such as articles in peer-reviewed journals, serving as a peer-reviewer or serving on an editorial board, demonstrated external funding, presentation of papers before professional audiences, or demonstrated exhibits of proficiency in such fields as creative arts or music;
  3. Show evidence of professional development in the past five years, such as maintaining membership in at least one learned society or association of their discipline or attending meetings, lectures, or conferences of organizations or learned societies in their discipline; and

4. Show evidence of ability to direct thesis work, scholarship, or independent study at the graduate level or to serve on thesis committees.

- 6.060.3. Appointment Procedure. When a faculty member becomes eligible for appointment to the graduate faculty, the faculty member's Department Chair may recommend the faculty member for such appointment. Following such recommendation, the Dean of the faculty member's School will review and make recommendation to the Executive Vice President for Academic Affairs and Provost for review and comment. The Executive Vice President for Academic Affairs and Provost will submit the recommendation to the President of the University for decision. The Department Chair or Dean may withdraw the recommendation at any time during the various reviews. The President of the University will make the decision on behalf of the University to appoint or not to appoint the recommended faculty member to the graduate faculty.
- 6.060.4. Term of Appointments. Appointment to the graduate faculty by the President of the University normally will be for a term of five years, or until the next periodic review of all graduate faculty appointments. The Graduate Faculty members serve at the will of the President. Graduate Faculty appointment may be discontinued at any point prior to the normal term by the President upon recommendation of the Executive Vice President for Academic Affairs and Provost.
- 6.060.5. Periodic Review. The Executive Vice President for Academic Affairs and Provost will initiate the review of graduate faculty appointments at least once in every five-year period. The Department Chair will submit recommendations for new appointments or reappointments to the graduate faculty, and the recommendations will be processed in accordance with the appointment procedure set forth above in this section.

- 6.060.6. Temporary Service. A faculty member who is not a member of the graduate faculty may teach occasional graduate courses or serve on graduate committees after receiving special permission from the Executive Vice President for Academic Affairs and Provost upon the request of the Dean.
- 6.070. Emeritus Recognition. Full-time faculty and staff members holding faculty status may be honored upon their retirement by designation of emeritus status if they have accumulated the equivalent of ten years of satisfactory service at the University. Faculty members who were administered serious discipline during their employment at the University or who are under current investigation could be denied emeritus status. The Provost seeks the recommendation of the Dean for each eligible faculty member regarding award of emeritus status. Such status is accorded by the President of the University to the recipients at appropriate times and places.

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Exhibit A

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**ESCROW TRUST AGREEMENT**

**Dated as of December 1, 2022**

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**Between**

**TRUMAN STATE UNIVERSITY**

**and**

**UMB BANK, N.A.,  
as Escrow Agent**

**Entered in Connection with the Defeasance of  
\$8,885,000 aggregate principal amount of the  
University's Housing System Refunding Revenue Bonds, Series 2015**

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**Section 5. Further Authority.**

(a) The officers, agents and employees of the University, including the President of the University and the Comptroller, are authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution, and to carry out, comply with and perform the duties of the University, to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

(b) The Escrow Agent is hereby authorized to carry out, on behalf of the University, the duties, terms and provisions of the Escrow Agreement, and the Escrow Agent, Columbia Capital Management, LLC, as financial advisor to the University, and Gilmore & Bell, P.C., as bond counsel, are authorized to take all necessary actions for the subscription and purchase of the Escrowed Securities (as defined in the Escrow Agreement) described therein, including the subscription for and purchase of United States Treasury Securities - State and Local Government Series.

**Section 6. Effective Date.** This Resolution shall take effect and be in full force immediately after its passage by the Board of Education of the University.

ADOPTED by the Board of Governors of the University this December 3, 2022.

\_\_\_\_\_  
Chair of the Board of Governors

(Seal)

ATTEST:

\_\_\_\_\_  
Secretary of the Board of Governors



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**ESCROW TRUST AGREEMENT**

**Dated as of December 1, 2022**

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**Between**

**TRUMAN STATE UNIVERSITY**

**and**

**UMB BANK, N.A.,  
as Escrow Agent**

**Entered in Connection with the Defeasance of  
\$3,885,000 aggregate principal amount of the  
University's Housing System Refunding Revenue Bonds, Series 2015**

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## ESCROW TRUST AGREEMENT

THIS ESCROW TRUST AGREEMENT dated as of December 1, 2022 (the "Agreement"), between Truman State University (the "University"), and UMB Bank, N.A., a national banking association with an office located in St. Louis, Missouri, and having full trust powers, as Escrow Agent (the "Escrow Agent").

### RECITALS:

1. The University has previously duly authorized and issued, among others, the following series of Housing System Refunding Revenue Bonds:

<u>Series of Bonds</u>	<u>Issue Date</u>	<u>Original Principal Amount</u>
Housing System Refunding Revenue Bonds, Series 2015 (the "Series 2015 Bonds")	May 28, 2015	\$12,595,000

2. The University desires to defease all of the outstanding Series 2015 Bonds in the principal amount of \$8,885,000.

3. The Series 2015 Bonds will mature (or will be subject to redemption prior to maturity) and will have interest payable in the amounts and at the times shown on **Schedule 1** attached hereto.

4. The University intends to provide for the payment of the principal of and interest on the Series 2015 Bonds through the purchase of non-callable United States Treasury Obligations described in **Schedule 2** attached hereto.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants set forth below, the parties to this Agreement agree as follows:

**Section 1. Definitions.** The following capitalized words and terms used in this Agreement have the following meanings:

"**Bond Counsel**" means Gilmore & Bell, P.C., or other firm of attorneys nationally recognized on the subject of municipal bonds.

"**Bond Payment Date**" means any date on which the principal of or interest on any of the Series 2015 Bonds is due and payable, including the redemption date of the Series 2015 Bonds.

"**Costs of Defeasance Fund**" means the fund by that name referred to in **Section 3**.

"**Escrow Agent**" means UMB Bank, N.A. and its successor or successors at the time acting as Escrow Agent under this Agreement.

"**Escrow Fund**" means the fund by that name referred to in **Section 3**.

"**Escrowed Securities**" means the non-callable direct obligations of the United States of America listed on **Schedule 2** attached hereto and any Substitute Escrowed Securities.

**"Paying Agent"** means the paying agent for the Series 2015 Bonds as designated in the Series 2015 Resolution and any successor(s) at the time acting as paying agent for any of the Series 2015 Bonds.

**"Series 2015 Resolution"** means the Resolution adopted by the Board of Governors of the University on May 6, 2015, under which the Series 2015 Bonds were issued.

**"Substitute Escrowed Securities"** means non-callable direct obligations of the United States of America, evidences of a direct ownership interest in the interest component of obligations of the Resolution Funding Corporation or non-prepayable securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, provided, that the full faith and credit of the United States of America has been pledged to any such direct obligation or guarantee, which has been acquired by the Escrow Agent and substituted for Escrowed Securities in accordance with Section 8 of this Agreement; provided, however, Substitute Escrowed Securities do not include money market mutual funds that invest in the obligations described in this definition.

**Section 2. Receipt of Documents.** The Escrow Agent hereby acknowledges receipt of a true and correct copy of the Series 2015 Resolution, and reference herein to or citation herein of any provisions of said document is deemed to incorporate the same as a part of this Agreement in the same manner and with the same effect as if it were fully set forth herein.

**Section 3. Creation of Escrow Fund and Costs of Defeasance Fund.** There are hereby created and established with the Escrow Agent the following special and irrevocable separate trust funds to be held in the custody of the Escrow Agent and designated as follows:

- (a) the "Escrow Fund for the Truman State University, Housing System Refunding Revenue Bonds, Series 2015" (the "**Escrow Fund**"); and
- (b) the "Costs of Defeasance Fund for the Truman State University, Housing System Refunding Revenue Bonds, Series 2015" (the "**Costs of Defeasance Fund**").

**Section 4. Verification of Certified Public Accountants.** Robert Thomas CPA, LLC, certified public accountants, has verified the mathematical computations performed by Columbia Capital Management, LLC, as financial advisor to the University, which demonstrate that the cash held in the Escrow Fund, together with the maturing Escrowed Securities and interest to accrue thereon, will be sufficient to pay the principal of and interest on the Series 2015 Bonds on the respective Bond Payment Dates, a copy of which verification report has been delivered to the University and the Escrow Agent concurrently with the execution and delivery of this Agreement.

**Section 5. Deposits to the Escrow Fund and Costs of Defeasance Fund.**

(a) The University herewith deposits with the Escrow Agent, and the Escrow Agent acknowledges receipt and deposit into the Escrow Fund of \$\_\_\_\_\_ from available funds of the University. The Escrow Agent shall apply \$\_\_\_\_\_ of such amount to purchase the Escrowed Securities described in **Schedule 2** hereto, which shall be delivered to and deposited in the Escrow Fund, and shall retain \$\_\_\_\_\_ as a beginning cash balance.

(b) The University hereby deposits with the Escrow Agent, and the Escrow Agent acknowledges receipt and deposit into the Costs of Defeasance Fund of \$\_\_\_\_\_ from available funds of the University. The University authorizes and directs the Escrow Agent to apply such amount to pay the costs set forth on the related closing memorandum or as otherwise directed by the University, and upon the payment in full of said costs, to transfer all remaining money in the Costs of Defeasance Fund to the University. Any amounts remaining in the Costs of Defeasance Fund on February 1, 2023 that are not

needed to pay any remaining costs of the transaction, shall be transferred by the Escrow Agent to the University.

(e) The University certifies that any United States Treasury Securities - State and Local Government Series ("SLGS") will be purchased solely from moneys transferred to the Escrow Agent from the Debt Service Fund maintained by the University for the Series 2015 Bonds and not from any amounts received from either (i) the sale or redemption before maturity of any marketable security or (ii) the redemption before maturity of any time deposit SLGS (other than a zero-interest SLGS). The University understands that, if it fails to settle on the subscription of SLGS or makes an untimely or unauthorized change to subscription, the Bureau of Public Debt may bar the University from subscribing for SLGS for six months beginning on the earlier of (A) the date the subscription is withdrawn or (B) the proposed issue date for the SLGS.

**Section 6. Creation of Lien.** The escrow created hereby is irrevocable. The holders of the Series 2015 Bonds are hereby given an express lien on and security interest in the Escrowed Securities and the cash in the Escrow Fund and all earnings thereon until used and applied in accordance with this Agreement. The matured principal of and earnings on the Escrowed Securities and any cash in the Escrow Fund are hereby pledged and assigned and must be applied solely for the payment of the principal of and interest on the Series 2015 Bonds.

**Section 7. Application of Cash and Escrowed Securities in the Escrow Fund.**

(a) Except as otherwise expressly provided in this Section or in Section 8 of this Agreement, the Escrow Agent will have no power or duty to invest any money held hereunder or to sell, transfer or otherwise dispose of any Escrowed Securities.

(b) On or prior to each Bond Payment Date, the Escrow Agent shall withdraw from the Escrow Fund an amount equal to the principal of and interest on the Series 2015 Bonds becoming due and payable on each Bond Payment Date, as set forth in Schedule 1 attached hereto, and shall forward such amount to the Paying Agent so that immediately available funds will reach the Paying Agent's office on or before 12:00 Noon, Central Time, on each Bond Payment Date. To make the payments required by this subsection (b), the Escrow Agent is hereby authorized to redeem or otherwise dispose of Escrowed Securities in accordance with the maturity schedule in Schedule 2 attached hereto. The liability of the Escrow Agent to make the payments required by this subsection (b) is limited to the money and Escrowed Securities in the Escrow Fund.

(c) Upon the payment in full of the principal of and interest on the Series 2015 Bonds, all remaining money and Escrowed Securities in the Escrow Fund, together with any interest thereon, shall be transferred to the University for deposit in the University's Debt Service Fund.

(d) Cash held from time to time in the Escrow Fund will be held uninvested.

**Section 8. Substitute Escrowed Securities.**

(a) If any of the Escrowed Securities are not available for delivery on the date of this Agreement, the Escrow Agent is directed to accept substitute securities in lieu thereof, provided:

(1) the substitute securities are non-callable direct obligations of the United States of America;

(2) the maturing principal of and interest on such substitute securities is equal to or greater than the maturity value of such unavailable Escrowed Securities;

(3) principal of and interest on the substitute securities is payable on or before the maturity date of the unavailable Escrowed Securities; and

(4) the University and Bond Counsel approve such substitution.

(b) At the written request of the University and upon compliance with the conditions hereinafter stated, the Escrow Agent will have the power to sell, transfer, request the redemption of or otherwise dispose of the Escrowed Securities and to substitute for the Escrowed Securities solely cash or Substitute Escrowed Securities. The Escrow Agent shall purchase such Substitute Escrowed Securities with the proceeds derived from the sale, transfer, disposition, or redemption of the Escrowed Securities together with any other funds available for such purpose. The substitution may be effected only if:

(1) the substitution of the Substitute Escrowed Securities for the original Escrowed Securities occurs simultaneously;

(2) the Escrow Agent receives from an independent certified public accountant a certification to the effect that after such substitution:

(A) the principal of and interest on the Escrowed Securities to be held in the Escrow Fund after giving effect to the substitution (including Substitute Escrowed Securities to be acquired), together with any other money to be held in the Escrow Fund after such transaction, will be sufficient to pay all remaining principal of and interest on the Series 2015 Bonds as set forth on Schedule 1 hereto; and

(B) the amounts and dates of the anticipated transfers from the Escrow Fund to the Paying Agent for the Series 2015 Bonds will not be diminished or postponed thereby; and

(3) the Escrow Agent receives an opinion of Bond Counsel to the effect that such substitution is permitted under this Agreement and will not cause the interest on the Series 2015 Bonds to become included in gross income for purposes of federal income taxation under then existing law.

(c) If any substitution permitted in paragraph (b) above results in cash held in the Escrow Fund in excess of the amount required to fully pay the Series 2015 Bonds, as certified in subparagraph (b)(2) above, the Escrow Agent shall, at the request of the University, withdraw such excess from the Escrow Fund and pay such excess to the University for deposit in the University's Debt Service Fund, to be applied as provided by law; provided that, in the opinion of Bond Counsel, such withdrawal and application will not be contrary to Missouri law and will not cause the interest on the Series 2015 Bonds to become included in gross income for purposes of federal income taxation under then existing law.

#### **Section 9. Redemption of Redeemed Bonds.**

(a) Pursuant to the Series 2015 Resolution, the University has elected to call the Series 2015 Bonds maturing on June 1, 2024 and thereafter (the "**Redeemed Bonds**") for redemption and payment prior to maturity on June 1, 2023 (the "**Redemption Date**"). In accordance with the provisions of the Series 2015 Resolution, the University has provided the Paying Agent with irrevocable instructions to provide notice of redemption of the Redeemed Bonds as required by the Series 2015 Resolution.

(b) The University hereby directs the Escrow Agent not less than 30 days prior to the Redemption Date to give notice of redemption of the Redeemed Bonds as provided in the Series 2015 Resolution, it being understood, however, that said notice is for convenience in facilitating said redemption

and failure to give any such notice shall not affect the validity of the call for redemption of the Redeemed Bonds. The University hereby directs the Escrow Agent to take such further action as may be necessary under the Series 2015 Resolution to redeem the Redeemed Bonds in the principal amount and at the time set forth in **Schedule 1** hereto.

**Section 10. Reports of the Escrow Agent.** As long as any of the Series 2015 Bonds, together with the interest thereon, have not been paid in full, the Escrow Agent shall, at least 60 days prior to each Bond Payment Date, determine the amount of money which will be available in the Escrow Fund to pay the principal of and interest on the Series 2015 Bonds on the next Bond Payment Date and certify in writing to the University (a) the amount so determined and (b) a list of the money and Escrowed Securities held by it in the Escrow Fund on the date of such certification, including all money held by it which were received as interest or profit from Escrowed Securities.

**Section 11. Liability of Escrow Agent.**

(a) The Escrow Agent will not be liable for any loss resulting from any investment, sale, transfer, or other disposition made in compliance with the provisions of this Agreement. The Escrow Agent will have no lien whatsoever on any of the money or Escrowed Securities on deposit in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Agreement or otherwise.

(b) The Escrow Agent will not be liable for the accuracy of the calculations as to the sufficiency of the Escrowed Securities and money to pay the Series 2015 Bonds. So long as the Escrow Agent applies the Escrowed Securities and money as provided herein, the Escrow Agent will not be liable for any deficiencies in the amounts necessary to pay the Series 2015 Bonds caused by such calculations. Notwithstanding the foregoing, the Escrow Agent will not be relieved of liability arising from and proximate to its failure to comply fully with the terms of this Agreement.

(c) If the Escrow Agent fails to account for any of the Escrowed Securities or money received by it, said Escrowed Securities or money will be and remain the property of the University in trust for the holders of the Series 2015 Bonds, and, if for any reason such Escrowed Securities or money are not applied as herein provided, the assets of the Escrow Agent will be impressed with a trust for the amount thereof until the required application is made.

(d) The Escrow Agent nor any of its directors, officers or employees shall not be liable to anyone for any action taken or omitted to be taken by it or any of its directors, officers, or employees hereunder except in the case of negligence, bad faith, or willful misconduct. The University covenants and agrees to indemnify the Escrow Agent and hold it harmless without limitation from and against any loss, liability or expense of any nature incurred by the Escrow Agent arising out of or in connection with this Agreement or with the administration of its duties hereunder, including, but not limited to, legal fees and expenses and other costs and expenses of defending or preparing to defend against any claim of liability in the premises, unless such loss, liability or expense shall be caused by the Escrow Agent's negligence, bad faith or willful misconduct. In no event shall the Escrow Agent be liable for indirect, punitive, special, or consequential damages.

(e) The Escrow Agent may engage legal counsel, who may be counsel for any party to this Agreement, and shall not be liable for any act or omission taken or suffered pursuant to the opinion of such counsel. The Escrow Agent may rely and shall be protected in acting upon or refraining from acting upon in good faith any resolution, certificate, statement, instrument, opinion, report, notice, request or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

**Section 12. Fees and Costs of the Escrow Agent.**

(a) The aggregate amount of the costs, fees, and expenses of the Escrow Agent in connection with the creation of the escrow described in and created by this Agreement and in carrying out any of the duties, terms or provisions of this Agreement is a one-time fee in the amount of \$1,000, which shall be paid by the University upon receipt of an invoice from the Escrow Agent.

(b) Notwithstanding the preceding paragraph, the Escrow Agent will be entitled to reimbursement from the University of reasonable out-of-pocket, legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Agreement. Claims for such reimbursement may be made to the University and in no event will such reimbursement be made from funds held by the Escrow Agent pursuant to this Agreement.

(c) If the Escrow Agent resigns prior to the expiration of this Agreement, the Escrow Agent shall rebate to the University a ratable portion of any fee previously paid by the University to the Escrow Agent for its services under this Agreement.

**Section 13. Resignation or Removal of Escrow Agent; Successor Escrow Agent.**

(a) The Escrow Agent may at any time resign and be discharged from its duties and responsibilities under this Agreement by giving written notice, by registered or certified mail, to the University, to the Paying Agent and to all of the owners of record of the Series 2015 Bonds at least 60 days before the date when the resignation is to take effect. Such resignation will take effect immediately upon:

- (1) the acceptance of the University of the resignation;
- (2) the appointment of a successor Escrow Agent (which may be a temporary Escrow Agent) by the University;
- (3) the successor Escrow Agent's acceptance of the terms, covenants and conditions of this Agreement;
- (4) the transfer of the Escrow Fund, including the money and Escrowed Securities held therein, to the successor Escrow Agent; and
- (5) the completion of any other actions required for the principal of and interest of the Escrowed Securities to be made payable to such successor Escrow Agent instead of the resigning Escrow Agent.

(b) The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing, delivered to the Escrow Agent and the University and signed by the owners of a majority in principal amount of the Series 2015 Bonds then outstanding. The Escrow Agent may also be removed by the University if the Escrow Agent fails to make timely payment on any Bond Payment Date to the Paying Agent of the amounts required to be paid by it on such Bond Payment Date by **Section 7(b)** of this Agreement. Any removal pursuant to this paragraph will become effective upon:

- (1) the University sending, by registered or certified mail, on or before the date of such removal, written notice to the Paying Agent and to all registered owners of the Series 2015 Bonds;
- (2) the appointment by the University of a successor Escrow Agent (which may be a temporary successor Escrow Agent);

(3) the acceptance of such successor Escrow Agent of the terms, covenants and conditions of this Agreement;

(4) the transfer of the Escrow Fund, including the money and Escrowed Securities held therein, to such successor Escrow Agent; and

(5) the completion of any other actions required for the principal of and interest on the Escrowed Securities to be made payable to such successor Escrow Agent instead of the Escrow Agent being removed.

(c) If the Escrow Agent resigns or is removed, dissolved, or in the course of dissolution or liquidation, or otherwise becomes incapable of acting hereunder, or if the Escrow Agent is taken under the control of any public officer or officers, or of a receiver appointed by a court, the University shall appoint a temporary Escrow Agent to fill such vacancy until a successor Escrow Agent is appointed by the University in the manner above provided, and any such temporary Escrow Agent so appointed by the University will immediately and without further act be superseded by the successor Escrow Agent so appointed.

(d) If no appointment of a successor Escrow Agent or a temporary successor Escrow Agent has been made pursuant to the foregoing provisions of this Section within 60 days after the Escrow Agent has given written notice of its resignation to the University, the holder of any of the Series 2015 Bonds or any retiring Escrow Agent may apply to any court of competent jurisdiction for the appointment of a successor Escrow Agent, and such court may thereupon, after such notice, if any, as it deems proper, appoint a successor Escrow Agent.

(e) Any successor Escrow Agent must be a bank or trust company with trust powers authorized to do business in the State of Missouri and organized under the banking laws of the United States or the State of Missouri and have at the time of appointment capital and surplus of not less than \$25,000,000.

(f) Every successor Escrow Agent appointed under this Agreement shall execute, acknowledge and deliver to its predecessor and to the University an instrument in writing accepting such appointment hereunder, and thereupon such successor Escrow Agent without any further act, deed or conveyance will become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor, but such predecessor shall, nevertheless, on the written request of such successor Escrow Agent or the University, execute and deliver an instrument transferring to such successor Escrow Agent all the estates, properties, rights, powers and trusts of such predecessor hereunder, and every predecessor Escrow Agent shall deliver all securities and money held by it in the Escrow Fund to its successor. Should any transfer, assignment or instrument in writing from the University be required by any successor Escrow Agent for more fully and certainly vesting in such successor Escrow Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Escrow Agent, any such transfer, assignment and instruments in writing will, on request, be executed, acknowledged and delivered by the University.

(g) Any bank or trust company into which the Escrow Agent, or any successor to it of the duties and responsibilities created by this Agreement, may be merged or converted or with which it or any successor to it may be consolidated, or any bank or trust company resulting from any merger, conversion, consolidation or reorganization to which the Escrow Agent or any successor to it may be a party, will, unless the University objects, be the successor Escrow Agent under this Agreement without the execution or filing of any paper or any other act on the part of the parties hereto. If the University files with the Escrow Agent a written objection to such succession within 30 days of notice to the University of the merger, conversion, consolidation or reorganization, then the Escrow Agent will be treated as though it has resigned under the terms of paragraph (a) of this Section.



**Section 14. Limitation on Liability of the University.** The University will not be liable (a) for any loss resulting from any investment made pursuant to this Agreement, (b) for the accuracy of the calculations as to the sufficiency of the Escrowed Securities and money in the Escrow Fund to pay the principal of and interest on the Series 2015 Bonds, or (c) for any acts of the Escrow Agent, except as described in Section 11(d).

**Section 15. Amendments to this Agreement.**

(a) This Agreement is made for the benefit of the University and the registered owners from time to time of the Series 2015 Bonds, and it may not be repealed, revoked, altered, or amended without the written consent of the registered owners of all of the Series 2015 Bonds, the Escrow Agent, and the University. But the University and the Escrow Agent may, without the consent of or notice to such owners, enter into agreements supplemental to this Agreement if such supplemental agreements do not adversely affect the rights of such owners and are not inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (1) to cure any ambiguity or formal defect or omission in this Agreement;
- (2) to grant to, or confer upon, the Escrow Agent for the benefit of the owners of the Series 2015 Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such owners or the Escrow Agent; and
- (3) to subject to this Agreement additional funds, securities or properties.

(b) The Escrow Agent is entitled to rely exclusively upon an unqualified opinion of Bond Counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the owners of the Series 2015 Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section.

**Section 16. Termination.** This Agreement terminates when all transfers required to be made by the Escrow Agent under the provisions of this Agreement have been made.

**Section 17. Notices.** Except as otherwise provided herein, it is sufficient service of any notice, request, complaint, demand or other paper required by this Agreement to be given to or filed with the following parties if the same is duly mailed by first class, certified or registered mail addressed:

- (1) To the University at: Truman State University  
105 McClain Hall  
100 East Normal Avenue  
Kirksville, Missouri 64468  
Attention: Comptroller
- (2) To the Escrow Agent at: UMB Bank, N.A.  
2 South Broadway, Suite 600  
St. Louis, Missouri 63102  
Attention: Corporate Trust Department

**Section 18. Severability.** If any one or more of the covenants or agreements provided in this Agreement on the part of the University or the Escrow Agent is determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement is required to be construed to be severable from the remaining covenants and agreements hereunder and will in no way affect the validity of the remaining provisions of this Agreement.

**Section 19. Successors and Assigns.** All of the covenants, promises and agreements in this Agreement contained by or on behalf of the University or the Escrow Agent are binding upon and inure to the benefit of their respective successors and assigns whether so expressed or not.

**Section 20. Electronic Storage.** The transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 21. Governing Law.** This Agreement is governed by the applicable law of the State of Missouri.

**Section 22. Counterparts.** This Agreement may be executed in several counterparts, all or any of which are regarded for all purposes as one original and constitute the same instrument.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers or elected officials as of the date first above written.

**TRUMAN STATE UNIVERSITY**

By: \_\_\_\_\_  
Title: President of the University

UMB BANK, N.A.,  
as Escrow Agent

By: \_\_\_\_\_  
Title: Vice President

SCHEDULE 1  
TO ESCROW TRUST AGREEMENT

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PAYMENT SCHEDULE OF THE DEFEASED BONDS

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
06/01/23	\$8,885,000.00	\$155,062.50	\$9,040,062.50

SCHEDULE 2  
TO ESCROW TRUST AGREEMENT

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ESCROWED SECURITIES

NG

**ITEM H.3****Greenwood Interprofessional Autism Center Phase 2 Project****DESCRIPTION AND BACKGROUND**

Funding has been provided for the completion of the Greenwood Interprofessional Autism Center Phase 2 Project from federal appropriations. Senator Roy Blunt secured \$3,420,000 via the Congressionally Directed Spending program with funding through the U.S. Department of Health and Human Services. These funds are designated for facilities and equipment and are administered by the Health Resources and Services Administration.

Bid specifications were developed by the Ittner Cordogan Clark Group and the project was advertised in several general circulation newspapers as well as via the American Document Solutions Planroom to reach interested contractors. This phase will complete work at Greenwood on the second floor including rooms designed for music therapy, rehabilitation therapy, and future clinical rooms. The existing gym space will be repurposed to provide a large multi-purpose area.

A pre-bid conference was held on November 3, 2022, with three general contractors in attendance. Bids for the project opened on November 15, 2022. Proposals were received from two general contractors, and the low bid was from PSR Construction of Kirksville, Missouri. The total project budget includes architectural design fees, advertising, the general contractor cost, and a contingency. Funds are also included for equipment and technology needed to support planned services.

**RECOMMENDED ACTION**

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

<u>Project Name</u>	<u>Project Budget</u>
Greenwood Interprofessional Autism Center	\$3,420,000
Phase 2 Project	

BE IT FURTHER RESOLVED that the President of the University, or her designee, be authorized to accept the lowest and best bid 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	_____	_____
Lovegreen	_____	_____
Miller	_____	_____

2023 Policy for Faculty Salaries

NG

Faculty promotion adjustments will be considered by the Board at the June 2023 meeting.

The Faculty Compensation Committee has made several recommendations regarding salaries which are designed to make Truman's compensation policies more competitive. The major focus for 2023 is raising starting and current salaries of non-tenure track faculty. Utilizing data gathered via a national survey conducted by the Colleges and Universities Professional Association (CUPA), the committee recommended several steps which would move faculty salaries closer to national medians for bachelor's and master's institutions.

This increase will be effective for faculty on the payroll as of January 1, 2023, unless the employment letter indicates otherwise. For non-tenure track faculty, the minimum increase is \$1,500 and the maximum raise is \$6,600. For tenure track and tenured faculty, the minimum increase is \$1,000 and the maximum raise is \$3,000.



### 2023 Policy for Exempt and Salaried/Comp Time Eligible Staff Salaries

Full-time exempt and salaried/comp time eligible staff will receive an annual increase of three percent. The increase will be effective January 1, 2023, for employees on the payroll as of that date unless the employment letter indicates otherwise.

### 2023 Policy for Non-Exempt Staff Salaries

Non-exempt staff starting salaries for the 2023 calendar year will be increased as outlined in the tables which follow.

Existing non-exempt staff will receive a raise of three percent per hour.

### Equity Adjustments

The President of the University may grant adjustments in salaries to a limited number of *faculty or staff* members when required for equity and fairness. Such adjustments made by the President are to be reported to the Board at the next regular meeting.

### 2023 Policy for Hourly Personnel Wage Rates

The standard starting wage for employees in clerical, secretarial, and similar office positions is to be as follows during the 2023 calendar year.

Grade	Title	Hourly
A	Office Assistant 1	\$13.39
B	Office Assistant 2	\$13.65
C	Administrative Assistant 1	\$15.17
D	Administrative Assistant 2	\$16.84

Current non-exempt staff will receive adjustments of three percent.

Individuals with 10 or more years of service as of January 1, 2023, will receive an adjustment of \$0.10 per hour in addition to the three percent increase.

### 2023 Policy for Unit I Wage Rates

The hourly wage rates for employees in Unit I are to be the following amounts during the 2023 calendar year.

#### WAGE RATES FOR UNIT I

<u>Wage Status</u>	<u>Controls Technician</u>	<u>Grounds Mechanic</u>
Step 1	\$21.53	\$15.91
Step 2	\$22.56	\$16.43
Step 3	\$23.69	\$17.05

<u>Wage Status</u>	<u>Mechanical Services</u>	<u>Building Trades</u>
Step 1	\$16.80	\$16.27
Step 2	\$17.71	\$17.08
Step 3	\$18.44	\$17.69

<u>Wage Status</u>	<u>Groundskeeper/ Mover/Laborer</u>	<u>Housekeeper</u>
Step 1	\$13.29	\$12.85
Step 2	\$13.92	\$13.47
Step 3	\$14.40	\$14.00

Step 1 = Starting Pay

Step 2 = 1<sup>st</sup> year anniversary

Step 3 = 2<sup>nd</sup> year anniversary

Individuals on the Step Schedule receive applicable increases on the anniversary date.

Current non-exempt staff will receive a raise of three percent per hour.

Individuals with 10 or more years of service as of January 1, 2023, will receive an adjustment of \$0.10 per hour in addition to the three percent increase.

### 2023 Policy for Off-Campus and Workshop Faculty Salaries

Instructors of off-campus courses and workshops are to be paid the following salaries during the 2023 Fiscal Year.

<u>Status</u>	<u>Teaching Experience for the University</u>	<u>Salary for each Credit Hour of Instruction</u>
University Faculty Member	--	\$ 925
Non-University Faculty Member	Less than 5 years	\$ 925
	5 years or more but Less than 10 years	\$ 975
	10 years or more	\$1000

The 2022 calendar year rates require a minimum of 20 students, with the salary decreased by 1/20 for each student fewer than 20 for off-campus Professional Development classes.

University faculty teaching workshops are paid at the rate of \$925 per credit hour provided tuition and fees cover the faculty member's salary and benefit costs.

These are the same rates utilized for the 2022 Calendar Year.

**ITEM J.1****Resolution Amending Section 5.010 of the Code of Policies of the Board of Governors Pertaining to Academic Degrees and Programs – Data Science Foundations, Undergraduate Certificate**

NG

**DESCRIPTION AND BACKGROUND**

The School of Science and Mathematics has proposed, and Faculty Senate has approved, adding an undergraduate certificate in Data Science Foundations. This will be Truman's second undergraduate certificate. The certificate includes undergraduate coursework in Data Science from the Departments of Statistics and Computer Science, as well as a course from the School of Business.

The certificate is the second of several certificate, major, and minor options in a planned "Data Science Pathway" from high school to graduate school in the field. This pathway is supported by the Governor's MoExcels initiative. The certificate "stacks" into the higher-level "Business Analytics" certificate and meets the prerequisite requirements for Truman's graduate programs in Data Science.

This program will be available to regularly matriculated undergraduate students, graduates as a post-baccalaureate option for up-skilling, and students not seeking a bachelor's degree (or already possessing one) who wish to take the certificate as a stand-alone program.

**RECOMMENDED ACTION**

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:

Data Science Foundations, Undergraduate Certificate

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

Moved by \_\_\_\_\_  
Seconded by \_\_\_\_\_

Aye

Nay

Vote: Burkemper  
Cozette  
Christofferson  
Dameron  
Gingrich  
Lovegreen  
Miller

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**ATTACHMENT**

Catalog Copy – Data Science Foundations Certificate Program

## **DATA SCIENCE FOUNDATIONS CERTIFICATE PROGRAM**

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### **DATA SCIENCE FOUNDATIONS CERTIFICATE**

An interdisciplinary team of faculty offers a 16-credit hour undergraduate certificate in Data Science Foundations. This certificate program is designed to equip students with an understanding of the foundational principles and techniques used in the field of Data Science and is aimed chiefly at students who are not Statistics or Computer Science majors, but who are interested in developing the skills necessary to apply data science principles to future research or work. The certificate also meets several of the core requirements of the Business Analytics Certificate, making it possible to “stack” that certificate on top of this one to further expand one’s skill set. Completion of this certificate also satisfies the course prerequisites for Truman’s Graduate Certificate in Data Science and/or its master’s Degree in Data Science and Analytic Storytelling.

### **ADMISSIONS REQUIREMENTS:**

Any admitted Truman undergraduate student is eligible for this program. Non-degree-seeking students must apply to the certificate program separately.

### **TRANSFER CREDITS:**

The equivalents of STAT 190 and CS 170 or CS 180 may be transferred from another institution with prior approval. No other courses in the certificate may be transferred.

### **GRADUATION REQUIREMENTS:**

In addition to completing the requirements of the certificate, no student shall be awarded a certificate with a certificate GPA lower than 2.0. No grade of “D” in certificate courses will be accepted toward completion.

### **CERTIFICATE REQUIREMENTS:**

#### **Required Courses:**

STAT 190 – Basic Statistics Cr. 3  
BSAD 153 – Introduction to Business Data Analytics Cr. 3  
CS 170 Introduction to Computer Science I Cr. 4 or  
CS 180 – Foundations of Computer Science I Cr. 4  
STAT 220 – Fundamentals of Data Science Cr. 3  
STAT 322 – Fundamentals of Data Science II Cr. 3

**Total Credits: 16**

**ITEM J.2****Resolution Amending Section 5.010 of the Code of Policies of the Board of Governors Pertaining to Academic Degrees and Programs – Bachelor of Fine Arts, Design**

NG

**DESCRIPTION AND BACKGROUND**

This new major is designed to take the existing in-person/residential Bachelor of Fine Arts degree with a Concentration in Design and make a stand-alone online BFA in Design to attract a wider demographic into the degree program. This program will target working adults, community college graduates with an Associate of Arts degree, and potential students unable to attend the traditional residential program.

While the programs are largely identical, there are slight variations to accommodate the difference in delivery modality. Only one new course will be developed to replace a figure drawing foundation requirement. Unlike the on-ground degree, this program will not have tracks.

To meet the general education requirements of the degree, the Department has collaborated with faculty across campus to ensure that there are sufficient options for students to complete the degree online in a timely manner.

**RECOMMENDED ACTION**

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:

Design, B.F.A.

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

Moved by \_\_\_\_\_  
Seconded by \_\_\_\_\_

	Aye	Nay
Vote: Burkemper	_____	_____
Cozette	_____	_____
Christofferson	_____	_____
Dameron	_____	_____
Gingrich	_____	_____
Lovegreen	_____	_____
Miller	_____	_____

**ATTACHMENT**

Catalog Copy – BFA: Design - Online



## **BFA: DESIGN – ONLINE**

### **THE MAJOR**

The objectives of the degree programs in the visual arts are defined by and were developed to:

- Offer programs of concentrated study that are sensitive to the needs of students and relate to the overarching goals of the University.
- Ensure well-organized, coherent programs that provide opportunities for synthesis and integration across courses within those programs.
- Help students assimilate the knowledge delivered within the programs and develop the capacity to focus on methods of inquiry and analysis that enables them to use that knowledge.
- Encourage students to develop a critical perspective that enables them to learn about and from the variety of views existing within their chosen field of study.
- Guide students in the cultivation of liberal learning by helping them perceive and appreciate the connections between courses in their major and those in other disciplines.
- Assure practical support and encouragement for students' intellectual and creative growth and development by providing opportunities for interaction and dialogue in an environment conducive to learning.
- Present students with a culturally diverse approach to art and acknowledge biases that may be inherent within the discipline.
- Prepare students for graduate study or employment opportunities within the field.

## **B.F.A.: DESIGN – ONLINE**

The Bachelor of Fine Arts degree is the initial professional degree in art. The primary emphasis of the degree is to develop skills, concepts, and sensitivities essential to the professional artist. Successful candidates for this degree must function as practitioners who exhibit both technical competence and a broad knowledge of art and art history, sensitivity to artistic style, and an insight into the role of art and design in the life of humankind. Evidence of these characteristics and potential for their continuing development is essential for the awarding of the Bachelor of Fine Arts degree.

### **ART DESIGN COMMUNICATION**

In addition, all Art majors will significantly develop their skills as speakers and writers within their major courses. All majors are required to take Art History courses which develop a wide range of skills involved in research and writing and writing about research, and at least one of these courses is required to be a Writing-Enhanced (WE) course. Writing also occurs in many different forms throughout the curriculum including informal, creative, and professional modes – and via other Writing-Enhanced (WE) opportunities. All Art majors also engage in a wide range of oral communication activities including regular class critiques in studio contexts and formal class presentations in both studio and lecture courses.

### **DEPARTMENTAL HONORS IN ART: DESIGN ONLINE**

- GPA: 3.50 or above cumulative.
- GPA: 3.50 or above in the major.
- Receive an “A” in Senior Capstone Experience/Graphic Design-Visual Communication.
- Provide documentation to the Honors Committee Chair of acceptance in an exhibition or internship in the design field.

## **DEGREE REQUIREMENTS**

### **Special Requirements for the B.F.A. in Design Online Degree**

BFA candidates in Design must maintain a minimum cumulative GPA of 2.5 in their major courses. Individual instruction courses are applied for through a written contract between the instructor, the advisor, and the student. Forms are available in the Office of the School of Arts & Letters or the Department Chair's office. Consent of the instructor and the advisor is required. Independent study courses may not be substituted for existing courses. Transfer students who have satisfactorily completed studio art courses at another institution may, with a portfolio approved by the art faculty, be exempted from the studio prerequisites for some of the advanced studio courses.

The following required courses may not be transferred into the Design program or substituted:

#### **Upper-level Design courses – 6 Credits**

- ART 421 Professional Practices - 3 Credits
- ART 425 Capstone Experience/Senior Seminar - 1 Credit
- ART 488 Capstone Experience: Graphic Design - 3 Credits

#### **Dialogues Requirements: 42-61 Credits**

#### **Missouri Statute: 1-4 Credits**

#### **Bachelor of Fine Arts Requirements: 0-8 Credits**

#### **Intermediate proficiency in ONE foreign language**

#### **Major Requirements: 58 Credits**

#### **Art History Requirement: 9 Credits**

- One 200 Level Art History Course – 3 Credits
- One 300 Level Art History Course – 3 Credits
- One 200 or 300 Level Art History Course – 3 Credits

#### **Art Foundations: 6 Credits**

- ART 101 Observational Drawing - 3 Credits
- ART 211 3D Design - 3 Credits

#### **Design Foundations: 9 Credits**

- ART 201 Design, Software, and Process - 3 Credits
- ART 219 Illustration - 3 Credits
- ART 220 Typography - 3 Credits

**Design: 19 Credits**

- ART 3XX Illustrated Figure - 3 Credits
- ART 321 Concept and Design - 3 Credits
- ART 340 Digital Graphics - 3 Credits
- ART 420 Design and Message - 3 Credits
- ART 421 Professional Practices - 3 Credits
- ART 425 Capstone Experience/Senior Seminar - 1 Credit
- ART 488 Capstone Experience: Graphic Design - 3 Credits

**Design Electives: 15 Credits**

Choose 15 credits from the following:

- ART 3XX Plein Air Watercolor - 3 Credits
- ART 320 Web UX/UI Design - 3 Credits
- ART 322 Topics - 3 Credits
- ART 341 Motion Graphics - 3 Credits
- ART 337 Animation - 3 Credits
- ART 338 3D Modeling - 3 Credits
- ART 345 History of Graphic Design - 3 Credits
- ART 485 Internship in the Arts - 4-12 Credits AND ART 486 Analysis and Evaluation of Internship - 1 Credit

NOTE: For transfer students, an AA degree will satisfy the Art History and Art Foundations and Design Foundations requirements.

**ITEM J.3****Resolution Amending Section 5.010 of the Code of Policies of the Board of Governors Pertaining to Academic Degrees and Programs – Bachelor of Science in Cannabis and Natural Medicinals**

NG

**DESCRIPTION AND BACKGROUND**

An interdisciplinary group of faculty representing disciplines in the schools of Science and Mathematics, Business, and Social and Cultural Studies have developed a degree program designed to address the burgeoning demand for technical expertise, management, and regulatory talent in the field of Cannabis and Natural Medicinals. Cannabis is a taxonomic term referring to a species of flowering plants that includes both hemp and marijuana. Truman's degree focuses on the study of medical uses of a variety of natural products, including those derived from Cannabis, and on the cultivation of hemp, which contains high levels of cannabidiol (CBD), but does not contain the psychoactive cannabinoid tetrahydrocannabinol (THC). In terms of cultivation and extraction applications on campus, only hemp will be used. Cannabis is in the program title because of its current prominence in the natural medicinals industry.

The proposed program affords students the opportunity to pursue four options: Analytical Science, Society and Philosophy, Cultivation, and Business & Entrepreneurship. All students will take a core set of courses in Agriculture, Biology, Business, and Ethics and a series of seminars designed for each academic year and covering a different core topic within the major, including regulatory aspects. All students will be required to complete a practicum or internship as their capstone experience.

**Market Need**

Michael Bronstein, President of the American Trade Association of Cannabis and Hemp (ATACH) recently observed,

It's been nearly two years since the first legal purchase by a Missouri medical cannabis patient but make no mistake: from patient care to economic impact to job creation, the Show-Me State's burgeoning program is delivering on the promise of a new industry. The numbers alone are impressive: More than 350 facilities operating across the state as cultivators, manufacturers, testing labs, transporters, and retail dispensary outlets; Nearly 195,000 patients and caregivers. That puts Missouri in the top 7, by enrollment, among the 36 states to have approved medical cannabis, ahead of such places as New York, New Jersey, and even neighboring Illinois – which has more than twice the population; along with the creation of over 8,500-plus MO cannabis industry jobs.

With the rapid rise of states legalizing the medicinal and/or recreational use of cannabis products, CBD oil, and the industrial use of hemp, and with Missouri having just legalized the recreational use of cannabis, approval of this degree represents an opportunity to get ahead of potential higher education competitors. Missouri is home to two "Cannabis Studies" programs – a series of non-credit certificates offered by Northwest Missouri State and a for-credit certificate program at St. Louis University. Illinois is also home to two programs, with the closest being at Western Illinois University.

According to the February 17, 2021 edition of *The Hill*, "A new report from the industry analyst company *Leafly* and *Whitney Economics* shows the legal marijuana industry added 77,000 new jobs in 2020. Nationally, the industry supports about 321,000 jobs, a 32-percent increase over the previous year – at a time when the broader economy shrank by 3.5 percent." According to Missouri's *Riverfront Times*, September 8, 2021, Missouri's legalization of medical marijuana created 4,000 new jobs in less than one year since legal sales began. The full legalization of marijuana could be a pivotal moment in the Missouri

job market, as states who have seen medical legalization have seen a steady rise in patients, and those that have legalized recreational use have seen an even more significant jump in sales.

According to Burning Glass Technologies (now called "Lightcast"), within the industry category "Medicinal and Botanical Manufacturing" there have been 381 job postings in Missouri and 32,977 postings nationally in the last 12 months. There is a projected 16.8% growth rate in this area of the economy over the next 10 years. As of March 2021, this job category was ranked #16 nationwide in terms of employment. The field has a low "Location Quotient," meaning the job is less tied to a particular region and allows for significant mobility of qualified job applicants.

#### **Community Partnerships and Field Experiences**

Truman has received endorsements for the proposed program from MOCANNTRADE, the trade association in the cannabis industry of Missouri, COCO Craft Farms/COCO Labs/COCO Dispensaries (based in Clarence), AgriGenesis (based in Macon), Kansas City Cannabis, and LSL Management (based in St. Louis). All have agreed to cooperate with curriculum development and refinement and internship placements. These companies have also indicated the likelihood of job placements for graduates, as the demand for such employees is so great. The significant presence of the industry in Macon and surrounding areas should be an important point of interest as these companies have a sizable physical and market presence in the region and have stated the desire to keep talent in the Northeast Missouri region. They have the support of area economic development entities as well.

#### **RECOMMENDED ACTION**

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:

Cannabis and Natural Medicinals, B.S.

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

Moved by \_\_\_\_\_  
Seconded by \_\_\_\_\_

	Aye	Nay
Vote: Burkemper	_____	_____
Cozette	_____	_____
Christofferson	_____	_____
Dameron	_____	_____
Gingrich	_____	_____
Lovegreen	_____	_____
Miller	_____	_____

#### **ATTACHMENT**

Catalog Copy – Cannabis and Natural Medicinals (BS)

## **Cannabis and Natural Medicinals (BS)**

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Affiliation: School of Sciences & Mathematics

### **THE MAJOR**

The Bachelor of Science in Cannabis and Natural Medicinals is an interdisciplinary degree that integrates the science behind cannabis and medicinal plants, the business and regulatory aspects of medicinal plants, and the social and cultural aspects of medicinal plant use. Graduates of the program will be prepared for a variety of jobs, including graduate study. Students completing this program might seek employment in the burgeoning medicinal plants industry – either as scientists or business leaders. They may seek careers as medical ethicists or health care advocates. They may apply their agricultural knowledge to other aspects of plant cultivation, including hydroponics. They may pursue graduate study in law, the sciences, public policy, or other topics. Because of the degree's interdisciplinary framework, students graduate with such a diverse background of knowledge that they will be well-positioned for an even broader range of careers. Critical thinking, problem solving, communication, ethics, cultural literacy, and scientific methods are fundamental to this degree experience.

Students share a core set of courses spanning science, law, business, and ethics, along with four yearly seminars addressing various aspects of the field. There is a strong emphasis on transferable skills that can be applied equally as effectively inside and outside the industry.

As of 2022, Cannabis is legal for medicinal and recreational use in 19 states. An additional 20 states have legalized medicinal cannabis. Of the remaining states, only four make cannabis strictly illegal and seven permit the sale of CBD oil. In states where any level of legalization is present, the cannabis industry is growing at a phenomenal rate with significant job growth and high demand for skilled technicians. Where it is legal, cannabis is one of the most heavily regulated industries in the country, requiring businesses to have a firm understanding of the law, record keeping, quality control, and ethics. Medicinal plant research and sales, however, are not limited to cannabis alone and include products such as essential oils, medicinal herbs, teas, and fungi. Many of the cultivation and extraction principles are cross-applicable across products. This program only offers scientific instruction on legal substances and, to the extent cultivation and extraction are practiced in the laboratory setting, it is only done with fully legal substances, such as hemp. The program does not advocate for, nor instruct students in, the illegal production or distribution of controlled substances. The program contains a strong legal and ethical component designed to teach students to evaluate the arguments on both sides of emergent medicinal plant markets, understand the complex cultural, social, and religious aspects of medicinal plant consumption, and to strictly comply with government regulations in their future workplaces or businesses.

### **COMMUNICATION IN CANNABIS AND NATURAL MEDICINALS**

CNM majors will develop their skills as speakers and as writers in the core curriculum and in the electives they choose. As part of the core curriculum, students will develop writing skills in the History of Natural Medicine course as they research and produce written works addressing the practice of natural medicine in different cultures and historical periods. The Natural Medicinals Seminar will require students to find, read, interpret, and discuss scientific literature on research examining the efficacy of natural methods and plant-based extracts in

the treatment of acute and chronic conditions. Students will have an opportunity to present results of experiential learning through the Medicinals Practicum and/or Internship.

### **DEPARTMENTAL HONORS IN CANNABIS AND NATURAL MEDICINALS**

In order to earn Departmental Honors in Cannabis and Natural Medicinals, the student must meet the following criteria:

1. Earn a cumulative GPA of 3.50 or higher or score at the 75<sup>th</sup> percentile or greater on their senior test.
2. Complete an original research project in consultation with a faculty member in the program or complete an approved internship for credit in Cannabis and Natural Medicinals.
3. Make a public presentation of research findings or internship experience at the Truman Student Research Conference or another program-approved venue.

### **DEGREE REQUIREMENTS:**

For the BS in Cannabis and Natural Medicinals, students must have a grade of C or higher in all of the required support and major requirements and at least a 2.0 GPA across the full extent of the major.

#### **Dialogues Requirements: 42-61 Credits**

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#### **Missouri Statute (1-4 credits)**

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### **MAJOR REQUIREMENTS:**

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The Cannabis and Natural Medicinals BS degree consists of four (4) parts: Required Support, Bachelor of Science Requirements, Major Requirements, and a Learning Plan. Each student must complete all four parts. Within the first part, students will select from among four (4) Options: Analytical Science, Society & Philosophy, Cultivation, and Business & Entrepreneurship.

#### **Part I: Required Support: 18-20 Credits**

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#### **For Students in the Analytical Science Option**

Complete each of the following courses:

CHEM 130 Chemical Principles I Cr. 4  
CHEM 131 Chemical Principles II Cr. 4  
CHEM 329 Organic Chemistry I Cr. 3  
CHEM 330 Organic Chemistry I Lab Cr. 1  
CHEM 331 Organic Chemistry II Cr. 3  
CHEM 312 Foundations of Chemical Analysis Cr. 5

#### **For Students in the Society & Philosophy Option**

Complete each of the following courses:

PSYC 166 General Psychology Cr. 3  
PHRE 350 Biomedical Ethics Cr. 3  
PHRE 344 Psychology and Religion Cr. 3

PHRE 386 Studies in Philosophy and Religion Cr. 3  
SOAN 253 Comparative Cultures Cr. 3  
SOAN 297 Introduction to Indigenous Americas Cr. 3

**For Students in the Cultivation Option**

Complete each of the following courses:

AGSC 218 Introduction to Horticulture Cr. 4  
AGSC 311 Plant Nutrition Cr. 4  
AGSC 314 Principles of Soil Science Cr. 4  
BIOL 313 Plant Anatomy Cr. 4 OR  
BIOL 332 Plant Physiology Cr. 4  
BIOL 300 Genetics OR Cr. 4  
BIOL 321 Foundations of Genetics Cr. 3

**For Students in the Business & Entrepreneurship Option**

Complete each of the following courses:

ACCT 220 Introduction to Financial Accounting Cr. 3  
ACCT 221 Introduction to Management Accounting Cr. 3  
BSAD 153 Introduction to Business Data Analytics Cr. 1  
BSAD 325 Principles of Marketing Cr. 3  
BSAD 329 Principles of Finance Cr. 3  
BSAD 349 Organizational Behavior Cr. 3  
AGSC 342 Agricultural Entrepreneurship Cr. 3 OR  
INDV 321 Art (and Science) of Entrepreneurship Cr. 3 OR  
BSAD 415 Entrepreneurship Cr. 3

**Part II: Bachelor of Science Requirements: 8 Credits**

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Complete each of the following courses:

BIOL 107 Cells, Molecules, and Genes Cr. 4  
AGSC 110 Principles of Plant Agriculture Cr. 4

**Part III: Major Requirements: 21 Credits**

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Complete each of the following courses:

CANM 200 History of Natural Medicine Cr. 3  
CANM 300 Cannabis Cultivation Cr. 3  
CANM 301 Regulation of Natural Medicinals Cr. 3  
CANM 400 Natural Medicinals Seminar Cr. 3  
BSAD 234 Legal Environment of Business Cr. 3  
PHRE 188 Ethics Cr. 3  
CANM 401 Medicinals Practicum Cr. 3 OR  
CANM 302 Internship Cr. 2 AND  
CANM 303 Evaluation and Analysis of Internship Cr. 1



### Part III: Learning Plan: 18 Credits

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Select courses across at least 3 prefixes totaling at least 18 credits. No courses in the Learning Plan can double count with CANM major requirements, BS requirements, or major required support. All major requirements, BS requirements, major required support, and learning plan courses can be double counted for all other majors and minors, or university graduation requirements.

AGSC 218 Introduction to Horticulture Cr. 4  
AGSC 311 Plant Nutrition Cr. 3  
AGSC 314 Principles of Soil Science Cr. 4  
AGSC 332 Principles of Vegetable Production Cr. 4  
AGSC 342 Agricultural Entrepreneurship Cr. 3

BSAD 325 Principles of Marketing Cr. 3  
BSAD 329 Principles of Finance Cr. 3  
BSAD 349 Organizational Behavior Cr. 3  
BSAD 415 Entrepreneurship Cr. 3

BIOL 313 Plant Anatomy Cr. 4  
BIOL 317 Economic and Medical Botany Cr. 3  
BIOL 334 Molecular Pharmacology Cr. 3  
BIOL 300 Genetics OR Cr. 4  
    BIOL 321 Foundations of Genetics Cr. 3  
BIOL 318 Mycology Cr. 4  
BIOL 332 Plant Physiology Cr. 4

CANM 301 Medicinals Practicum  
CANM 302 Internship Cr. 2 AND CANM 303 Evaluation and Analysis of Internship Cr. 1

CHEM 130 Chemical Principles I Cr. 4  
CHEM 131 Chemical Principles II Cr. 4  
CHEM 329 Organic Chemistry I Cr. 3  
CHEM 330 Organic Chemistry I Lab Cr. 1  
CHEM 331 Organic Chemistry II Cr. 3  
CHEM 332 Organic Chemistry II Lab Cr. 1 OR  
    CHEM 335 Foundations of Organic Chemistry Cr. 4  
CHEM 335 Biochemistry I: Structure and Foundation Cr. 3  
CHEM 312 Foundations of Chemical Analysis Cr. 5

IDSM 351 Interdisciplinary Global Health Seminar Cr. 2

INDV 321 Art (and Science) of Entrepreneurship Cr. 3

JINS 347 Religion, Health, and Healing Cr. 3  
JINS 384 Drugs, Society, Crime and Treatment: Interconnected Paths and Theories Cr. 3  
JINS 3001 An Interdisciplinary Exploration of Human Consciousness Cr. 3

PHRE 305 Shamanism Cr. 3

PHRE 344 Psychology and Religion Cr. 3

PHRE 345 The Mystical Vision Cr. 3

PHRE 350 Biomedical Ethics Cr. 3

PHRE 386 Studies in Philosophy and Religion Cr. 3

POL 262 American State and Local Government Cr. 3

POL 361 Law and the Judicial Process Cr. 3

PSYC 430 Psychopharmacology: Drugs and Behavior Cr. 3

PSYC 440 Psychology of Human Consciousness Cr. 3

**PER 335 Sacred Healing in Peru (Study Abroad)**

SOAN 253 Comparative Cultures Cr. 3

SOAN 297 Introduction to Indigenous Americas Cr. 3

**Electives to Total: 120 Credits**

## ITEM J.4

## Resolution Amending Section 5.010 of the Code of Policies of the Board of Governors Pertaining to Academic Degrees and Programs – Bachelor of Science in Environmental Science

NG

## DESCRIPTION AND BACKGROUND

## Program Objectives

The proposed Environmental Science major aims to fulfill a need articulated by students for an interdisciplinary major with such a focus. Building on Truman's liberal arts and interdisciplinary culture, and leveraging its rural location and sizable student population from urban and suburban communities, the University is well situated to promote exploration, research opportunities, and application of knowledge in a variety of settings, pertaining to environmental issues. In the Environmental Science Major students will:

- Identify areas of environmental concern in local and community settings
- Assess how humans and their environment interact using an interdisciplinary framework
- Evaluate ethical considerations related to natural resource use and extraction
- Apply skills in experimental design, data management, programming, and statistics to propose solutions to multifaceted environmental topics
- Navigate and effectively communicate environmental and scientific issues with campus or community partners
- Build a resilient mindset towards the challenges associated with climate change and acquire the scientific knowledge needed to understand these challenges

## Student Interest and Market Need

This program will serve a growing demand by students to have an undergraduate major on campus dedicated to the study of environmental issues, including climate science, sustainability, science communication, and conservation. Truman State University currently offers an environmental studies (ENVS) minor, which takes a holistic view of how humans interact with their environment, and over a dozen students in the past decade have designed interdisciplinary studies majors on environmental science-related topics (e.g., sustainable development, sustainable business, environmental ethics, environmental science, environmental studies, urban studies). However, ENVS offerings increasingly come from STEM due to a reduction in the availability of ENVS courses in the humanities or social sciences.

Student Government Resolution 121.013 (April 2022) explicitly calls for the reinforcement of environmental studies courses and a dedicated major. Job growth in "green" environmental sectors is anticipated to climb by over 8% in the next decade, with some related careers ranking among the fastest-growing occupations according to the US Bureau of Labor Statistics (e.g. 44% growth for wind turbine technicians, 36% for data scientists, and 27% for solar photovoltaic installers). Only 27% of colleges and universities have dedicated "green degrees," but institutions are ramping up investment into specialized degree programs related to environmental science and technology.

Based on staffing strengths related to the major in the School of Science and Mathematics, Truman is best able to meet this demand with an **environmental science** major as compared to **environmental studies** major. An environmental science major has higher STEM requirements than the existing environmental studies minor and would serve students looking at careers in research, sustainability, data analysis, conservation, land management, environmental monitoring, and science communication, while maintaining a larger connection to the social sciences than existing programs in biology or agricultural sciences. Students that opt for a less STEM-heavy curriculum maintain opportunities to study

environmental topics in the existing environmental studies minor or by crafting an interdisciplinary studies major, both of which have a lower natural science threshold and more opportunities in the social sciences and humanities. Developing the proposed major will also support the existing environmental studies minor and any other environmentally-related interdisciplinary majors by re-establishing courses with the ENVS prefix.

### **Competitive Landscape**

According to EMSI/Burning Glass (now called "Lightcast") 2022 data, three institutions in Missouri have undergraduate degrees in environmental science (CIP 03.0104) or environmental studies (CIP 03.0103) with >10 Bachelor's completions in 2020. These institutions (University of Missouri – Kansas City, Washington University in St. Louis, and Saint Louis University) are larger institutions that can utilize their undergraduate degree program to feed into graduate programs in Sustainability, Urban Design, and Landscape Architecture. These institutions are also located in major cities, making them uniquely qualified for promoting environmental issues within an urban landscape.

Social and scientific environmental issues are not exclusively an urban challenge. As a rural, public liberal arts institution, Truman State University is situated to promote unique research opportunities for students studying environmental challenges in small towns or rural settings. Current environmental studies minors have completed environmentally focused internships with campus and community partners, including work on the Kirksville Climate Action Plan. These have led to growing academic-public partnerships that could be enhanced and incorporated into the curricula of the new environmental science major and existing environmental studies minor. The Truman Farm and Sustainability Office also provide accessible outlets for campus or field research. The potential to form future partnerships with Ameren or other energy companies investing in wind or solar farms around Adair County also exists, and a few recent BIOL graduates have conducted internships within these sectors.

Seven other institutions in Missouri have environmental science or environmental studies degree programs, but completions in these programs range from 1-6 in 2020, including five institutions with under three completions. Additionally, Truman State University is rare among public liberal arts colleges in that it lacks a dedicated environmentally-focused major. Fourteen COPLAC members have an environmental science major, nine have an environmental studies major, and four have uniquely classified degrees or concentrations (such as sustainability, environmental remediation, conservation biology, or agriculture, food, and environment studies).

### **ECOMMENDED ACTION**

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:

Environmental Science, B.S.

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

Moved by \_\_\_\_\_  
Seconded by \_\_\_\_\_

Vote:		Aye	Nay
		_____	_____
	Burkemper	_____	_____
	Cozette	_____	_____
	Christofferson	_____	_____
	Dameron	_____	_____
	Gingrich	_____	_____
	Lovegreen	_____	_____
	Miller	_____	_____

## ATTACHMENT

Catalog Copy – Environmental Science Major Requirements (BS)

## Environmental Science Major Requirements (BS)

### **The Major**

Environmental Science explores the interaction between natural systems and organisms, including humans. Majors examine topics from multiple disciplines including biology, chemistry, agricultural science, economics, political science, and environmental studies. A degree in Environmental Science trains students to be interdisciplinary thinkers that can solve local and global environmental issues that intersect science, technology, and public policy. Graduates depart ready to address modern challenges associated with environmental change. The major builds a foundation in core natural and social science courses (Parts I and II) before providing flexibility in upper division elective courses (Part III). In this manner, students can prepare for careers related to conservation management, ecology, sustainability, environmental justice, community engagement, and many others.

Conducting research is a core component of the environmental science major. Initial training in experimental design, programming, and statistics is provided in the foundation course sequence. All majors conduct a service-based learning experience with the Truman or Kirksville communities to develop practical, data driven solutions on topics such as waste management, emissions reductions, or land use change (ENVS 332). Upper-division students have multiple avenues to expand on research either through independent studies under faculty supervision (e.g., AGSC 441, BIOL 441, CHEM 441, ENVS 473) or internships with local or national organizations working on environmental issues (e.g., ENVS 471-472).

Facilities accessible to environmental science students include the Truman Farm, research and computer labs, chemistry instrumentation equipment (including high performance liquid chromatography, gas chromatography, and nuclear magnetic resonance), as well as classrooms designed to facilitate a variety of teaching and learning approaches. Students may choose to get involved with on-campus organizations associated with environmental science, such as the Truman Sustainability Office or student groups including the Environmental Campus Organization, the Student Climate Union, the Wildlife Association, Save the Bees, and more.

### **Communication in Environmental Science**

Effective communication is a critical skill for any science major, but it is particularly relevant for environmental scientists tasked with conveying complex topics to other scientists as well as policymakers, members of the general public, or representatives from industry or non-profits. Within foundation courses, students practice deconstructing complex scientific concepts to distinct audiences (BIOL 104) and explore mechanisms to combat misinformation in a digitized world (ENVS 200). As a writing-enhanced course, ENVS 200 also teaches students how to construct an argument, find supporting evidence, and propose solutions to pressing challenges. As upperclassmen, students complete at least one service-based learning experience that unites research and public outreach around community environmental issues (ENVS 332).

### **Departmental Honors in Environmental Science**

*There are four requirements to earn departmental honors in environmental science:*

1. The student must achieve a cumulative GPA of 3.50 or greater upon graduation.
2. The student must develop and conduct an independent research project under the supervision of a Truman faculty member. If a research project is conducted externally (e.g.

with city government or a summer program), a Truman faculty member should be consulted during all phases of the project.

3. Upon completion of the independent research project, a written manuscript of publishable quality in journal style will be submitted to the supervising faculty member. The manuscript must be approved by two additional faculty members based on quality, depth, and analysis.
4. The student must present either an oral or poster presentation at a local, regional, or national meeting. Truman's Student Research Conference is an acceptable outlet, provided the student gives an oral presentation.

## **Degree Requirements**

Majors must complete all courses listed under Part I (Required Support) and Part II (Major Requirements). Courses in Part I also count towards Dialogues requirements. Part III (Major Electives) is broken into four sections (1-4); students must earn at least 3 credit hours from each section, and accumulate at least 16 cumulative credit hours in sections 1-4. A final grade of "D" or "F" does not earn credit towards the major in any course listed in Parts I-III.

Dialogues Requirements: 42-61 credits

Missouri Statute (1-4 credits)

Major Requirements (65 credits)

### **PART I: Required Support (16 credits)**

Course	Course Title	Credits
CHEM 130	<i>Chemical Principles I</i>	4
CHEM 131	<i>Chemical Principles II</i>	4
ECON 201	<i>Principles of Microeconomics</i>	3
MATH 198	<i>Analytic Geometry and Calculus I</i>	5

### **PART II: Major Requirements (33 credits)**

Course	Course Title	Credits
AGSC 314	<i>Principles of Soil Science</i>	4
BIOL 104	<i>Ecology and Evolution of the Organism</i>	4
BIOL 107	<i>Cells, Molecules, and Genes</i>	4
BIOL 301	<i>Introduction to Ecology</i>	4
ENVS 200	<i>Introduction to Environmental Studies (WE)</i>	3
ENVS 210	<i>Environmental Science</i>	4
ENVS 332	<i>Grassroots Environmentalism</i>	3
ENVS 480	<i>Seminar in Environmental Studies</i>	1
GEOG 320	<i>Geographic Information Science</i>	3
BIOL 345 OR BIOL 502 OR STAT 331	<i>Introduction to Mathematical Biology OR Biometry OR Biostatistics</i>	3

**PART III: Major Electives (complete 16 credits, > 3 credits earned in each section 1-4)**

*Section 1: Physical Science*

Course	Course Title	Credits
CHEM 320	<i>Foundations of Organic Chemistry</i>	4
CHEM 329 AND 330 OR 333	<i>Organic Chemistry I AND Organic Chemistry I Lab (330). OR Organic Chemistry Lab (333)</i>	4-5
CHEM 312	<i>Foundations of Chemical Analysis (WE)</i>	5
PHYS 185	<i>College Physics I</i>	4

*Section 2: Organismal Diversity*

Course	Course Title	Credits
AGSC 110	<i>Principles of Plant Agriculture</i>	4
AGSC 306	<i>Special Topics: Mushroom Identification</i>	1
BIOL 304	<i>General Microbiology</i>	4
BIOL 312	<i>Local Flora</i>	3
BIOL 314	<i>Plant Taxonomy</i>	4
BIOL 316	<i>Entomology</i>	4
BIOL 318	<i>Mycology</i>	4
BIOL 323	<i>Eukaryotic Diversity</i>	4
BIOL 504 OR BIOL 506 OR BIOL 517	<i>Herpetology OR Ornithology OR Mammalogy</i>	4

*Section 3: Ecology, Evolution, and Conservation*

Course	Course Title	Credits
AGSC 410	<i>Soils, Conservation, and Management (WE)</i>	3
AFR 300	<i>Conservation and Game Management for African Mammals</i>	3
BIOL 300 OR BIOL 321	<i>Genetics OR Foundations of Genetics</i>	3-4
BIOL 308	<i>Special Topics: Chemical Ecology</i>	3
BIOL 331 OR BIOL 503	<i>Introduction to Evolutionary Biology OR Evolutionary Biology</i>	4
BIOL 514	<i>Applications in Conservation Biology and Management</i>	3
BIOL 515	<i>Animal Behavior</i>	4

*Section 4: Humans and the Environment*

Course	Course Title	Credits
AGSC 414	<i>Agricultural Policy</i>	3
AGSC 415	<i>Ethical Issues in Sustainable Agriculture</i>	3
AGSC 416	<i>Advanced Topics in Agronomy</i>	3



BIOL 317	<i>Economic and Medical Botany</i>	3
ECON 307	<i>Natural Resources Economics</i>	3
ECON 345	<i>Economic Analysis of Social and Policy Issues</i>	3
ENVS 331	<i>Expanding Environmental Consciousness</i>	2
ENVS 340	<i>Practicum in Environmental Studies</i>	1
ENVS 471	<i>Internship: Environmental Science</i>	3
ENVS 472	<i>Internship: Evaluation and Analysis</i>	1-3
POL 253	<i>Environmental Politics</i>	3

*Independent research (e.g. AGSC 441-442, BIOL 441-444, CHEM 441-443, ENVS 473), if related to environmental science, may also count towards section IV upon approval.*

**ITEM J.5****Resolution Amending Section 5.010 of the Code of Policies of the Board of Governors Pertaining to Academic Degrees and Programs – Master of Science in Music Therapy**

NG

**DESCRIPTION AND BACKGROUND**

Truman recently adopted a Bachelor of Science in Music Therapy. The proposed degree would be a professional extension of the former while also facilitating an eventual path to licensure for individuals who did not pursue a Music Therapy program at the bachelor's level.

Earning a master's degree in music therapy is a means to expand clinical skills and experience and advance in one's career. People holding the master's degree can pursue jobs related to music therapy curriculum design. Students in such programs experience a more advanced study in the theory, research, and practice of music therapy. For individuals who did not earn an undergraduate degree in music therapy, future pathways can be developed that help students catch up with missed content at the undergraduate level while advancing to the master's program.

The program benefits by some overlap with other graduate programs at Truman, which makes the offering more efficient and facilitates a better critical mass of enrollment in the shared courses. There is funding in the FY2022 federal appropriation obtained by Senator Roy Blunt to support the launch of the program.

**Market Need**

At present, only two institutions (Drury and Maryville) offer master's-level coursework in Music Therapy in Missouri. According to Lightcast (formerly EMSI/Burning Glass Technologies), the occupational category in which Music Therapy falls ("Therapists, All Other") has more job postings per month than the national average for a field of this size and for the geographical region. While there are currently fewer jobs than the national average in Missouri for this field, 2020-2030 projections show a 91.2% change for the positive in Missouri jobs and a 32.9% average change nationally. Most of that growth has occurred in the last two years, but steady national growth of 8.5% is anticipated from 2022-2030, with roughly 4.8% growth within the state.

**RECOMMENDED ACTION**

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 Therapy, M.S.

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

Moved by \_\_\_\_\_  
Seconded by \_\_\_\_\_

Vote:		Aye	Nay
		_____	_____
	Burkemper	_____	_____
	Cozette	_____	_____
	Christofferson	_____	_____
	Dameron	_____	_____
	Gingrich	_____	_____
	Lovegreen	_____	_____
	Miller	_____	_____

## ATTACHMENT

Catalog Copy – Music Therapy (MS)

## **Music Therapy (MS)**

### **Affiliation: School of Arts & Letters**

Music Therapy is the clinical and evidence-based use of music interventions to accomplish individualized goals within a therapeutic relationship by a credentialed professional who has completed an approved music therapy program. It is an established health profession in which music is used to address physical, emotional, cognitive, and social needs of individuals.

The Master of Science in Music Therapy degree is designed to teach students advanced competencies that build upon those required for the bachelor's degree and initial licensure. Coursework reflects five areas of study required by the American Music Therapy Association (AMTA): music therapy theory, advanced clinical skills, research, musical development and personal growth, and clinical administration. These competencies will advance a graduate's ability to take supervisory and leadership roles in a therapeutic setting, as well as apply a wider array of techniques in therapeutic settings.

### **ADMISSION TO THE MASTER'S PROGRAM**

To be considered for admission, a prospective student must submit:

- Unofficial copies of all undergraduate and graduate transcripts, reflecting an earned baccalaureate degree in music therapy from a college or university accredited by one of the six regional accrediting bodies recognized by the US Department of Education or the extra-national equivalent or demonstrating satisfactory progress toward completion of the degree prior to commencing the graduate program. Official transcripts verifying conferral of the undergraduate degree must be received prior to the start of the master's program
- A personal statement, as described on the departmental website.
- A completed criminal background check dated within 1 year of admission.

To be admitted a student must possess an undergraduate GPA of 2.75 or higher.

An applicant with a bachelor's degree granted by an institution outside the United States must include a transcript evaluation provided by a service listed on the admissions website. Please see the International Graduate Student Admission section of this catalog for other applicable information.

Students with a bachelor's degree in music, but without a bachelor's degree in music therapy, may be considered for admission conditional upon the completion of undergraduate coursework required for entry-level licensure. For more information on this option, contact the program director.

### **DEGREE REQUIREMENTS:**

#### **Music Therapy Core (12 Hours)**

- MUSI 604G – Philosophy and Theory in Music Therapy 3 cr.
- MUSI 609G – Clinical Protocol Development in Music Therapy 3 cr.
- MUSI 605G – Evidence Based Practice in Music Therapy 3 cr.
- MUSI 610G – Clinical Supervision in Music Therapy 3 cr.

#### **Science Specialization (9 Hours)**

- MUSI 682G - Introduction to Research in Music Education 3 cr.
- MUSI 697G - Thesis/Project 6 cr.

#### **Elective Courses (9 Hours to be chosen from)**

- COUN 656G - Social and Cultural Foundations 3 cr.

- DS 605G - Theoretical and Philosophical Foundations of Disability Studies 3 cr.
- ED 605G - Psychology of the Exceptional Child 3 cr.
- LRDS 600G - Approaches to Leadership 3 cr.
- LRDS 601G - Organizational Theory and Leadership 3 cr.
- LRDS 602G - Advanced Leadership Practicum 3 cr.
- Music Ensembles
  - MUSI 503G - Percussion Ensemble 1 cr.
  - MUSI 504G - Brass Choir 1 cr.
  - MUSI 506G - Jazz Ensemble 1 cr.
  - MUSI 507G - Jazz Combos 1 cr.
  - MUSI 508G - Jazz Lab Band 1 cr.
  - MUSI 509G - President's String Quartet 1 cr.
  - MUSI 511G - Chamber Ensemble 1 cr.
  - MUSI 516G - Wind Symphony I 1 cr.
  - MUSI 517G - Wind Symphony II 1 cr.
  - MUSI 518G - Concert Band 1 cr.
  - MUSI 521G - Marching Band 1 cr.
  - MUSI 522G - Marching Band Percussion 1 cr.
  - MUSI 540G - New Music Ensemble 1 cr.
  - MUSI 545G - Chorus 1 cr.
  - MUSI 546G - Orchestra 1 cr.
  - MUSI 547G - Voci Chamber Choir 1 cr.
  - MUSI 549G - Cantoria 1 cr.
- Applied Music Lessons
  - MUSI 555G - Voice 1 cr.
  - MUSI 558G - Piano 1 cr.
  - MUSI 561G - String Instruments 1 cr.
  - MUSI 570G - Brass Instruments 1 cr.
  - MUSI 573G - Woodwind Instruments 1 cr.
  - MUSI 576G - Percussion Instruments 1 cr.

Total 30 Hours

**ITEM J.6****Resolution Amending Section 5.010 of the Code of Policies of the Board of Governors Pertaining to Academic Degrees and Programs – Master of Arts in Counseling: Rehabilitation Counseling**

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**DESCRIPTION AND BACKGROUND****Summary**

The School of Health Sciences and Education proposes to offer a third option for a master's degree in counseling: Rehabilitation Counseling. Rehabilitation Counseling (sometimes called Vocational Rehabilitation) trains students to help people with physical, mental, developmental, and emotional disabilities to live independent lives. The program shares most of the coursework in our counseling program in common and will only require the addition of four courses specific to the sub-field. The addition of Rehabilitation Counseling is part of the larger goal of building the "Greenwood Ecosystem" of interprofessional physical and behavioral health programming. A recent federal appropriation from Senator Blunt will fund the faculty for this program for two years as it launches.

**Enrollment and Growth Potential**

Currently, only Maryville University offers Rehabilitation Counseling in Missouri. While the field is a narrower sub-specialty than mental health counseling or school counseling, the anticipated growth rate in jobs in Missouri is 5.0% from 2022-2030, according to Lightcast. Nationwide the anticipated growth for the same period is 7.1% according to Lightcast. The Bureau of Labor Statistics has a higher projection for the same period of 10%. While these numbers are not overwhelming, the fact that Truman's program will be the only online program in this area positions it well to compete in the region.

**Relationship to Other Programming Goals**

Truman is uniquely positioned to take advantage of the addition of Rehabilitation Counseling to its portfolio. Disability Studies is the largest interdisciplinary minor and Child Studies is not that far behind. Many of these students are obvious feeders to Rehabilitation Counseling, just as they are to our Applied Behavior Analysis programs. There are obvious opportunities for collaboration between these programs in the future.

**Integration with Greenwood and Other Outreach Opportunities**

With an online program, it is difficult to predict where graduates will intern or where they will serve after graduation. Generally speaking, most online students tend to take their degrees with programs in their own state. This presents us with the opportunity to place rehabilitation counseling interns in the Greenwood Center and possibly contribute to the staffing needs of the Center in the future. The Sheltered Workshop, SB40, and other organizations also represent opportunities for interaction with the community. Additionally, given that veterans are a significant audience of rehabilitation counseling services, there is a strong political appeal in the state for support for this field and a number of opportunities in the area for students and graduates to interact with this important population.

**RECOMMENDED ACTION**

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:

Counseling: Rehabilitation Counseling, M.A.

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

Moved by \_\_\_\_\_  
Seconded by \_\_\_\_\_

		Aye	Nay
Vote:	Burkemper	_____	_____
	Cozette	_____	_____
	Christofferson	_____	_____
	Dameron	_____	_____
	Gingrich	_____	_____
	Lovegreen	_____	_____
	Miller	_____	_____

#### ATTACHMENT

Catalog Copy – Counseling: Rehabilitation Counseling (MA)

## **Counseling: Rehabilitation Counseling (MA)**

Affiliation: School of Health Sciences & Education

### **PROGRAM**

The Counseling program at Truman State University strives to equip caring, committed, competent, and culturally aware individuals with the knowledge, skills, and dispositions required to become professional counselors in school and community settings. Students may focus on a Master of Arts in Counseling: Mental Health Counseling, geared toward community-based work as Licensed Professional Counselors; a Master of Arts in Counseling: School Counseling, geared toward meeting the academic, career, and personal/social needs of culturally diverse students in the elementary, middle, and secondary schools as Certified/Licensed School Counselors; or a Master of Arts in Counseling: Rehabilitation Counseling, geared toward providing rehabilitation and vocational services for clients with disabilities as Certified Rehabilitation Counselors.

This program focuses on developing the knowledge, skills, and dispositions involved in becoming a reflective practitioner in the art and science of counseling. To assist counselors-in-training in this process, particular attention is given to the counseling relationship; cultural awareness; skill development; ethical and reflective practice; and wellness, prevention, and intervention. Each specialization provides a focused study on issues germane to that area of practice within the counseling profession. Students in Mental Health Counseling, Rehabilitation Counseling, and School Counseling degree plans complete the necessary curricular and experiential requirements to pursue initial entry-level licensure or certification.

### **ACCREDITATION**

The Counseling program curriculum is aligned with the standards of the Council for the Accreditation of Counseling and Related Educational Programs (CACREP). Truman is concurrently launching its self-study process for CACREP accreditation of the Mental Health and School Counseling degrees with the beginning of this program, and graduates of this program will be deemed to have graduated from a CACREP-accredited program, provided they graduated within 18 months of initial accreditation. Students under the Rehabilitation Counseling degree are expected to qualify for Certified Rehabilitation Counselor status under Category II until CACREP accreditation can be sought. Students should consult the state licensing board in their state of residence to verify any additional requirements for their state.

### **PROGRAM OBJECTIVES**

- The Counseling program at Truman State University has the following objectives:
- The preparation of students for advanced degrees in professional counseling;
- The preparation of students to demonstrate compassion, competence, professionalism, and leadership in the counseling profession;
- The preparation of students to apply research skills in advanced academic work and professional counseling practice;
- The preparation of students to utilize theoretical models and research findings in:
  - Developing effective counseling relationships;
  - Working with culturally diverse clients and students in various counseling settings;
  - Promoting wellness, mental health, and prevention;



- Assessing various behaviors and personality traits;
- Creating and implementing treatment plans appropriate to client needs, counselor expertise, and employment; and
- Developing, organizing, administering, maintaining, and evaluating counseling services in a variety of employment settings.

## **PROGRAM GOALS**

Upon completing the Master of Arts in Counseling program, each graduate will:

- Possess and apply the knowledge base of professional counselors in school and community settings, consistent with the graduate's specialization;
- Demonstrate the skills necessary to create and maintain a counseling relationship;
- Engage in self-reflective practice, including the ability to evaluate counseling strengths and growth areas and to develop self-improvement and self-care plans;
- Exhibit an understanding of and appreciation for inclusivity and cultural differences and strengths;
- Understand and employ standards of ethical counseling practice;
- Embody a professional counselor identity; and
- Make decisions based on professional standards, common practice, and current research.

The counseling program is offered exclusively online following a cohort model and is designed to meet the most commonly accepted national standards for counseling preparation: those of the Council for the Accreditation of Counseling and Related Educational Programs (CACREP). In accordance with those standards, the Counseling: School Counseling, Counseling: Mental Health Counseling, and Counseling: Rehabilitation Counseling degrees are comprised of 60 credits, including field-based practicum and internship experiences under the supervision of university faculty and other qualified professional counselors.

Qualified applicants are admitted for either the fall or spring semester of each year. Courses in the fall and spring follow a semester format; generally, summer classes are 10 weeks long. Students with recent course credit from a CACREP-accredited counseling program may request a transfer of up to 6 hours of graduate coursework. Students must supply the course syllabus from the section and the semester the course was taken. Credit transfers from other programs or from previously awarded degrees will not be considered for degree completion. Students may not transfer COUN 656G, COUN 663G, COUN 672G, Practicum, or Internship. Credit for courses completed more than six years prior to the granting of the degree are not eligible for transfer. The counseling program reserves the right to deny a transfer of credits for other courses from CACREP-accredited programs, particularly if, in the judgment of the faculty, the proposed transfer course does not adequately align with the Truman curriculum.

## **ADMISSION REQUIREMENTS**

- To be considered for admission, a prospective student must submit:
- A completed online application.
- Official copies of all undergraduate and graduate transcripts, reflecting an earned baccalaureate degree from a college or university accredited by one of the six regional accrediting bodies recognized by the US Department of Education or the extra-national equivalent.

- GRE scores or an earned master's degree with a graduate GPA of 3.000 or above from a regionally accredited institution, for students with an overall undergraduate GPA below 3.000 (ETS code 6483).
- A personal statement, as described on the departmental website.
- Professional contact information (e.g. institutional or corporate email address and telephone number) for three professional references.
- A completed criminal background check dated within 1 year of admission.

After the receipt of all materials, applicants will be invited to participate in a required interview, conducted online.

An applicant with a bachelor's degree granted by an institution outside the United States must include a transcript evaluation provided by a service listed on the counseling program website. Please see the International Graduate Student Admission section of this catalog for other applicable information.

### **BACKGROUND CHECKS**

All students must pass an FBI background clearance before being placed in practicum or internship assignments. The background check must be current (within one year) when applying for certification.

### **GRADUATION REQUIREMENTS**

Completion of all program coursework with a minimum GPA of 3.00.

Regardless of GPA, no more than 2 grades of "C" may count toward degree requirements. No grade below "C" may count. Please note that some states require grades of "B" or better in every class for applicants to be licensed.

A passing score on the comprehensive examination, as determined by the department. Admission to and completion of all required practicum and internship experiences.

Successful resolution of any ethical, professional, or dispositional concerns formally expressed by the department.

### **Certification and Licensure**

Certification and licensure are determined on a state-by-state basis. Graduates seeking Licensed Professional Counselor status typically must complete a series of post-master's internship hours under the supervision of a qualified counseling professional before full licensure is granted. In some states, graduates seeking Licensed/Certified School Counselor or Rehabilitation Counselor status have similar requirements. As requirements change regularly, it is the student's responsibility to verify the requirements applicable to the state in which they ultimately intend to work. Truman State University maintains a website with state licensure information, updated annually, at <http://consumerinformation.truman.edu/stateauthorization/>. Students are expected to update their permanent address each semester to help ensure they can be properly informed about changes in licensure rules in their home state.

### **DEGREE REQUIREMENTS:**

**Core Requirements: 39 Hours**

Students must complete the following core courses:

- COUN 603G - Assessment and Appraisal 3 cr.
- COUN 641G - Professional Orientation and Ethics 3 cr.
- COUN 644G - Research Methods in Counseling 3 cr.
- COUN 654G - Social and Cultural Foundations 3 cr.
- COUN 656G - Counseling Skills 3 cr.
- COUN 657G - Diagnosis in Counseling 3 cr.
- COUN 660G - Career Development 3 cr.
- COUN 663G - Group Counseling 3 cr.
- COUN 664G - Theories and Techniques of Counseling 3 cr.
- COUN 666G - Human Growth and Development 3 cr.
- COUN 671G - Intervention, Prevention, and Crisis Response 3 cr.
- COUN 672G - Counselor as Consultant and Agent of Change 3 cr.
- COUN 674G - Introduction to Addictions 3 cr.

**Specialization Requirements: 12 Hours**

Students in Rehabilitation Counseling must also complete the following courses.

- COUN 677G – Rehabilitation Foundations and Ethics 3 cr.
- COUN 678G – Medical Aspects of Disability 3 cr.
- COUN 679G – Psychosocial and Family Aspects of Disability 3 cr.
- COUN 682G – Vocational Planning and Case Management 3 cr.

**Practicum and Internship: 9 Hours**

The remaining 9 hours of coursework consist of

- COUN 670G - Practicum in Clinical Mental Health 3 cr.

and a combination of internship courses for 6 total hours of credit:

- COUN 668G - Counseling Internship 3 cr.
- COUN 680G - Internship Elementary Education 3 cr.
- COUN 681G - Internship Secondary Education 3 cr.
- COUN 683G - Internship in Clinical Mental Health 3 cr.

Internship courses may be repeated for credit.

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**ITEM J.7**

**Dates for Future Meetings**

**DESCRIPTION AND BACKGROUND**

It is helpful to schedule, at least tentatively, the dates for board meetings during the next year. The tentatively scheduled dates are subject to change by the Board, but the preliminary action permits both Board members and staff members to avoid the scheduling of other activities on the targeted dates for board meetings. In addition to the regularly scheduled meetings, special meetings can be called by the Chair of the Board or by three members of the Board. A schedule of calendar events for the next year follows this page.

**RECOMMENDED ACTION**

BE IT RESOLVED that the next regular meeting of the Board of Governors be scheduled for Saturday, February 4, 2023, 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, April 1, 2023;  
 Saturday, June 17, 2023;  
 Saturday, August 5, 2023;  
 Friday, October XX, 2023 (the meeting will coincide with Homecoming);  
 and Saturday, December 2, 2023.

Moved by \_\_\_\_\_  
 Seconded by \_\_\_\_\_

		Aye	Nay
Vote:	Burkemper	_____	_____
	Cozette	_____	_____
	Christofferson	_____	_____
	Dameron	_____	_____
	Gingrich	_____	_____
	Lovegreen	_____	_____
	Miller	_____	_____

**ATTACHMENT**

Calendar of Events – December 2022 through December 2023

**CALENDAR OF EVENTS**  
**December 2022 - December 2023**

**2022**

December	3	<b>BOARD OF GOVERNORS MEETING (TENTATIVE DATE)</b>
	3	Kohlenberg Lyceum Series: Truman Steele Pan with Holiday Steele
	12	Finals Week
	17	Fall Commencement
	26-29	Winter Holiday
	30	Energy Conservation Day (campus closed)

**2023**

January	2	New Year's Day Holiday
	16	Martin Luther King, Jr. Day Holiday
	17	Spring Semester begins
	27	Kohlenberg Lyceum Series: Rhonda Vincent and the Rage
February	4	<b>BOARD OF GOVERNORS MEETING (TENTATIVE DATE)</b>
	25	Kohlenberg Lyceum Series: The Vanguard Jazz Orchestra
	20	Admitted Student Event
March	5	Kohlenberg Lyceum Series: Take3 Trio
	13-17	Spring Break (students)
	25	Admission Showcase Event
	31	Admitted Student Event
April	1	<b>BOARD OF GOVERNORS MEETING (TENTATIVE DATE)</b>
	1	Foundation Board of Directors Meeting and Foundation Banquet (tentative)
	10	Term Break (students); Spring Holiday
	22	Admission Showcase Event
	27	Student Research Conference
May	6	Kohlenberg Lyceum Series: Films and Finger Foods: Movie to be determined
	13	Spring Commencement
	29	Memorial Day Holiday
	30	Summer Session Begins
June	17	<b>BOARD OF GOVERNORS MEETING (TENTATIVE DATE)</b>
	19	Juneteenth Holiday
July	4	Independence Day Holiday
August	5	<b>BOARD OF GOVERNORS MEETING (TENTATIVE DATE)</b>
	16	Fall Semester Begins with Truman Days
	21	Classes Begin
September	4	Labor Day Holiday
	TBD	Family Day

Calendar of Events - Page 2  
December 2022 - December 2023

October	TBD	Homecoming Week
	TBD	<b>BOARD OF GOVERNORS MEETING (TENTATIVE DATE)</b>
	12-13	Mid-Term Break (students)
November	20-24	Thanksgiving Break (students)
	22-24	Thanksgiving Holiday
December	2	<b>BOARD OF GOVERNORS MEETING (TENTATIVE DATE)</b>
	11	Finals Week
	16	Fall Commencement
	25-27	Winter Holiday
	28-29	Energy Conversation Days (campus closed)