UNIVERSITY OF MISSOURI
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BOARD OF CURATORS
Minutes of the Board of Curators Meeting
September 26, 2019
Kansas City, Missouri

Board of Curator committee meetings were held September 17 and 18, 2019 in conjunction with this Board meeting.

BOARD OF CURATORS MEETING – PUBLIC SESSION

A meeting of the University of Missouri Board of Curators was convened in public session at 10:05 A.M., on Thursday, September 26, 2019, Multipurpose Room 401 A&D of the Student Union, University of Missouri – Kansas City campus, Kansas City, Missouri, pursuant to public notice given of said meeting. Curator Jon T. Sundvold, Chair of the Board of Curators, presided over the meeting.

Present
The Honorable Julia G. Brncic
The Honorable Darryl M. Chatman
The Honorable Maurice B. Graham
The Honorable Jeffrey L. Layman
The Honorable Phillip H. Snowden
The Honorable David L. Steelman
The Honorable Jon T. Sundvold
The Honorable Michael A. Williams

Also Present
Dr. Mun Y. Choi, President
Mr. Stephen J. Owens, General Counsel
Ms. Cindy Harmon, Secretary of the Board of Curators
Mr. Avery Welker, Student Representative to the Board of Curators
Dr. C. Mauli Agrawal, Chancellor, University of Missouri – Kansas City
Dr. Alexander Cartwright, Chancellor for University of Missouri-Columbia
Mr. Jonathan Curtright, Chief Executive Officer, MU Health Care
Dr. Mohammad Dehghani, Chancellor, Missouri University of Science and Technology
Ms. Kamrhan Farwell, Chief Marketing and Communications Officer

Ms. Marsha Fischer, Associate Vice President for Human Resources and Chief Human Resources Officer
Dr. Steven W. Graham, Senior Associate Vice President for Academic Affairs
Ms. Christine Holt, Chief of Staff, UM System
Ms. Michelle M. Piranio, Chief Audit and Compliance Officer
Mr. Ryan D. Rapp, Vice President for Finance and Chief Financial Officer
Dr. Kristin Sobolik, Interim Chancellor for University of Missouri-St. Louis
Dr. Marshall Stewart, Vice Chancellor, Extension and Engagement
Mr. Christian Basi, Director of Media Relations
Media representatives

Administered the oath of office for Curator Michael A. Williams.

General Business

University of Missouri Board Chair's Report – presented by Chair Sundvold (slides on file)

Chair Sundvold presented strengths of University of Missouri – Kansas City and recognized Distinguished Curator's Professors, Dr. Joseph Parisi, Dr. Jane Greer, Dr. Virginia Blanton, Dr. Wai-Yim Ching, Dr. Kun Cheng, Dr. Jerry Dias and Dr. Felicia Londre.

University of Missouri System President's State of the University Report – presented by President Choi (slides on file)

President Choi provided strategic updates for student graduation and retention rates, research awards and expenditures as well as philanthropic contributions for years 2015 to the present. The President also presented updates for federal appropriations and major grants & awards for each university.

eLearning at the UM System – presented by Mr. Matt Gunkel and EY Parthenon Representatives (slides on file)

The EY Parthenon representatives presented regarding eLearning nationally and progress at the UM System thus far. Mr. Gunkel reported on a plan for growth in eLearning and next steps for the UM System.

Student Representative to the Board of Curators Report – presented by Avery Welker (slides on file)

Student Representative Welker presented student highlights from each university.

Approval, Board of Curators Executive Committee and Standing Committee Appointments, 2019

It was recommended by Chair Sundvold, moved by Curator Graham and seconded by Curator Brncic, that the following Board of Curators Executive Committee and Standing Committees appointments be approved for the remainder of 2019:

Executive Committee
Jon T. Sundvold, Chair
Julia G. Brncic
Maurice B. Graham

Academic, Student Affairs, Research and Economic Development Committee
Darryl M. Chatman, Chair
Jeff L. Layman
Michael A. Williams
Phillip H. Snowden

Audit Committee
Jeff L. Layman, Chair
Julia G. Brncic
Maurice B. Graham

Compensation and Human Resources Committee
Phillip H. Snowden, Chair
Julia G. Brncic
Darryl M. Chatman
Jeff L. Layman

External Affairs, Marketing and Advancement Committee
Maurice B. Graham, Chair
Jeff L. Layman
Michael A. Williams

Finance Committee
Julia G. Brncic, Chair
Darryl M. Chatman
David L. Steelman

Michael A. Williams

Governance, Resources and Planning Committee
David L. Steelman, Chair
Julia G. Brncic
Michael A. Williams
Jon T. Sundvold, ex officio
Mun Y. Choi, ex officio

Health Affairs Committee
Maurice B. Graham, Chair
Ronald G. Ashworth (non-curator member)
John R. Phillips (non-curator member)
Phillip H. Snowden
David L. Steelman

The motion carried unanimously (6-0) by voice vote with no abstentions.

Resolution for Executive Session of the Board of Curators Meeting September 26, 2019

It was moved by Curator Graham and seconded by Curator Snowden, that there shall be an executive session with a closed record and closed vote of the Board of Curators meeting September 26, 2019 for consideration of:

- **Section 610.021(1), RSMo**, relating to matters identified in that provision, which include legal actions, causes of action or litigation, and confidential or privileged communications with counsel; and
- **Section 610.021(2), RSMo,** relating to matters identified in that provision, which include leasing, purchase, or sale of real estate; and
- **Section 610.021(3), RSMo**, relating to matters identified in that provision, which include hiring, firing, disciplining, or promoting of particular employees; and
- **Section 610.021(12), RSMo,** relating to matters identified in that provision, which include sealed bids and related documents and sealed proposals and related documents or documents related to a negotiated contract; and
- **Section 610.021 (13), RSMo**, relating to matters identified in that provision, which include individually identifiable personnel records, performance ratings, or records pertaining to employees or applicants for employment; and

- **Section 610.021 (14), RSMo,** relating to matters identified in that provision, which include records which are protected from disclosure by law.

Roll call vote of the Board:

Curator Brncic voted yes.
Curator Chatman voted yes.
Curator Graham voted yes.
Curator Layman was absent.
Curator Snowden voted yes.
Curator Steelman was absent.
Curator Sundvold voted yes.
Curator Williams voted yes.

The motion carried.

Review of Consent Agenda – No discussion.

Consent Agenda

It was endorsed by President Choi, moved by Curator Graham and seconded by Curator Chatman, that the following items be approved by consent agenda:

CONSENT AGENDA

Action

1. Minutes, June 20-21, 2019 Board of Curators Meeting
2. Minutes, June 11 and 12, 2019 Board of Curators Committee Meetings held in conjunction with the June 20-21, 2019 Board Meeting
3. Minutes, August 8, 2019 Special Board of Curators Meeting
4. Degrees, Fall Semester 2019 for all Campuses
5. Amendment, Collected Rules and Regulations 220.020, Diplomas and Certificates
6. Sole Source – UMSL Public Radio Station Underwriting Representation Services
7. Naming, Gale Bullman Multipurpose Building, Student Recreation and Intramural Center, and Fitness Center, Missouri S&T
8. Naming, Public Media Commons, UMSL
9. Annual Approval, UM Investment Consultant

10. Approval of Energy Loan Program, Missouri Department of Economic Development/Division of Energy, Missouri S&T
11. Amendments to Collected Rules and Regulations Listed Below to Update Terminology and References in Conjunction with the Implementation of the Defined Contribution Plan effective October 1, 2019:
    a. 230.070, Educational Assistance Program for University Employees
    b. 320.050, Employee Status
    c. 320.150, Discontinuance of Programs or Departments of Instruction
    d. 340.090, Development Leave
    e. 440.040, University Physicians Medical Practice Plan
    f. 520.010, Benefit Programs
12. Amendments to the Collected Rules and Regulations 530.010 Retirement, Disability & Death Benefit Plan and Additional Retirement Plans to Provide Additional Points of Clarification as Identified During Implementation of the Defined Contribution Retirement Plan
13. Amendment, Collected Rules and Regulations 340.050, Vacation to Update Terminology in Alignment with CRR 340.030, Sick Leave approved in June 2018

1. Minutes, June 20-21, 2019 Board of Curators Meeting – as provided to the curators for review and approval.

2. Minutes, January 11 and 12, 2019 Board of Curators Committee Meetings held in conjunction with the June 20-21, 2019 Board Meeting – as provided to the curators for review and approval.

3. Minutes, August 8, 2019 Special Board of Curators Meeting – as provided to the curators for review and approval.

4. Degrees, Fall Semester 2019 for all Campuses –

   that the action of the President of the University of Missouri System in awarding degrees and certificates to candidates recommended by the various faculties and committees of the four University of Missouri System campuses who fulfill the requirements for such degrees and certificates at the end of the Fall Semester 2019, shall be approved, and that the lists of said students who have been awarded degrees and certificates be included in the records of the meeting.

5. Amendment, Collected Rules and Regulations 220.020, Diplomas and Certificates –

   220.020 Diplomas and Certificates

   Chapter 220: Degrees, Diplomas and Honors

Bd. Min. 1-13-50, 12-7-63, 11-20-64, 2-12-66, 1-19-68, 12-16-77, 2-24-78 and amended 3-25-83, 10-5-07, 11-29-07, 10-24-08, 11-21-13; 09-26-19.

A. **Diplomas**—The term "diploma" refers to documents issued to substantiate conferral of degrees awarded on the basis of academic credit granted.

1. There shall be only one form of diploma used for the University of Missouri on all campuses, with the form to indicate in the date line the campus where the degree is conferred.
2. Names of candidates for diplomas shall be presented to and approved by the faculty body responsible for the instructional program which leads to the degree. Names of candidates recommended by faculty bodies are to be presented to the Board of Curators for approval.
3. Diplomas are to be ordered by the Office of the Director of Admissions or Office of the Registrar at the campus where the degree is conferred and will include the signatures of the President of the Board of Curators, the President of the University, the Chancellor, and the Dean or on campuses with no schools or colleges, the Provost. In selected cases it may be appropriate for the signatures of two or more chancellors or deans to be included.
4. Diplomas shall be distributed by the Director of Admissions or the Registrar of the campus where the degree is conferred and this officer shall make and keep an official record of the degree and degree program for which each diploma was issued.
5. Upon completion of all requirements for a degree, a student shall receive a diploma for such degree dated the next issuance date.
6. Holders of diplomas from the University of Kansas City may, when a replacement is needed, be issued a duplicate diploma of the University of Missouri with the notation "replacement for diploma of year 19 " written on the diploma.
7. A fee may be charged for issuing a duplicate or replacement diploma.

B. **Diplomas for joint and collaborative degree programs** —The term "joint" refers to programs in which the University of Missouri and a partnering institution collaborate, and in which the contributions of both institutions to the delivery of the academic content of the program are approximately equal; and the term "collaborative" refers to programs in which the University of Missouri and a partnering institution collaborate and for which the University of Missouri is predominantly responsible for delivering the academic content of the program.

1. In addition to the requirements listed in Section A.2., candidates must also be approved by the person or body of the partner institution authorized to award degrees from that institution.

2. Using the standard format and procedures for awarding of diplomas as indicated in Section A., diplomas for joint and collaborative graduate degree programs awarded pursuant to a cooperative agreement between the University of Missouri and other Missouri public four-year institutions of higher education who do not offer graduate degrees shall also include the name of the partner institution. (See section 173.005.2 (2) Missouri Revised Statutes Cum. Supp. 2007)
3. For institutions of higher education and/or collaborative degrees not covered by Section 220.020B.2, the following rule shall apply. Using the standard format and procedures for awarding of diplomas as indicated in Section A, diplomas for collaborative degree programs awarded pursuant to a cooperative agreement between the University of Missouri and other four-year institutions of higher education shall include the words, "in cooperation with" followed by the name of the partner institution only if the quality of the partnering institution has been validated and approved by a campus screening committee, the Provost, the Chancellor, and the President or designee, applying the process and criteria established by the President after consultation with the Intercampus Faculty Council, with such consultation to take place prior to the original establishment of such process and criteria and prior to any amendment of said process and criteria.
4. The format of the diploma issued for joint or collaborative degrees shall be approved by the President.

C. **Certificates**—The term "certificate" refers to a formal award certifying the satisfactory completion of a postsecondary education program.

1. Certificates may be awarded as:

(a) Postsecondary award certificate (less than one year) - an award that requires completion of an organized program of study at the postsecondary level (below the baccalaureate degree) in less than 1 academic year (2 semesters or 3 quarters), or designed for completion in less than 30 semester credit hours. Usually, this award is completed in conjunction with a Bachelor's degree.

(b) Post baccalaureate certificate - An award that requires completion of an organized program of study beyond the bachelor's. It is designed for persons who have completed a baccalaureate degree, but does not meet the requirements of a master's degree.

2. (c) Post-master's certificate - An award that requires completion of an organized program of study beyond the master's degree, but does not meet the requirements of academic degrees at the doctor's level. The awarding of

certificates shall be approved by the faculty body or member responsible for the educational program which leads to the certificate. The format of each certificate will be approved by the President. Certificates will include the signatures of University officials authorized by the President or a Chancellor.

3. The Director of Admissions or Registrar of the campus where the certificate is issued will make and keep an official record of each certificate issued, including the date issued and a description of the program of instruction for which the certificate is issued.

4. A fee may be charged for issuing a duplicate certificate.

D. Certificate of Completion – documents attesting to completion of non-degree academic program of study.

1. Participation in or satisfactory completion of educational conferences, short courses, or non-credit courses of sixteen (16) or more contact hours of instruction,

2. Satisfactory completion of programs of residency training in the health sciences, and

3. Attendance at selected University-sponsored non-credit educational activities of at least six (6) but not more than fifteen (15) contact hours of instruction.

4. The Executive Director of Non-credit programs or the dean of the school or college in the case of certificates for residency training will make and keep an official record of each certificate issued.

6. Sole Source – UMSL Public Radio Station Underwriting Representation Services –

that UMSL and St. Louis Public Radio (KWMU) be authorized to purchase Underwriting Representation Services from Market Enginuity, Inc., Phoenix, Arizona, at an estimated total cost of $3,700,000 for a five-year term.

Funding is as follows:
KWMU Underwriting Operating Account SAX86-750000

7. Naming, Gale Bullman Multipurpose Building, Student Recreation and Intramural Center, and Fitness Center, Missouri S&T –

that the Gale Bullman Multipurpose Building, Student Recreation and Intramural Center, and Fitness Center be named the Gale Bullman Building.

8. Naming, Public Media Commons, UMSL –

that the Public Media Commons at Grand Center be named the Jack Galmiche Public Media Commons in recognition of Jack Galmiche.

9. Annual Approval, UM Investment Consultant –

that the investment consulting firm, Verus, be retained for one year.

10. Approval of Energy Loan Program, Missouri Department of Economic Development/Division of Energy, Missouri S&T –

This Loan Agreement ("Agreement") is entered into between the Missouri Department of Economic Development – Division of Energy ("Department") and THE CURATORS OF THE UNIVERSITY OF MISSOURI ON BEHALF OF MISSOURI UNIVERSITY OF SCIENCE AND TECHNOLOGY, a university, ("Public Entity") located in Phelps County, Missouri.

WHEREAS, the Department has approved the Public Entity's financing application pursuant to Sections 640.651 to 640.686 of the Missouri Revised Statutes, as amended, up to the maximum amount specified in Paragraph 1 of this Agreement, provided that Borrower complies with the various terms and conditions set forth in this Agreement, and

WHEREAS, the Department may choose to fund amounts loaned pursuant to its *Energize Missouri Loan Program* (the "Program") from the proceeds of revenue bonds issued or to be issued by the State Environmental Improvement and Energy Resources Authority (the "Authority") pursuant to a Bond Indenture authorizing such Authority bonds (the "Bond Indenture") among the Authority, the Department, and the bond trustee named therein (the "Bond Trustee"). Capitalized terms used in this Agreement and not defined herein shall have the meanings contained in the Bond Indenture, or if no Bond Indenture, such terms shall have the meanings contained in 4 CSR 340-2.010.

WHEREAS, in connection with its participation in the Program, the Public Entity will be required to execute certain documents in connection with the Loan;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Public Entity as follows:

Section 1: The Governing Body of the Public Entity hereby finds and determines that it is in the best interests of the Public Entity to enter into the Loan Agreement and execute the Promissory Note in order to obtain funds for the purpose of installing energy conservation measures within the Public Entity. The Governing Body has received approval as required by Section 640.653.2 Revised Statutes of

Missouri, as amended. The total Loan amount is hereby authorized in the amount of **$528,370.00**, which maximum shall include (a) reimbursement of approved construction costs, (b) accrued interest on construction draws and (c) a **one percent (1.00%)** loan origination fee thereon. The Public Entity promises to repay the Project Costs Loan made to the Public Entity, plus loan origination fee and accrued interest from the date of Project Completion (defined below) at a simple annual rate of **two percent (2.00%)**. The receipt by the Public Entity or its designee of amounts under the Agreement creates an obligation of the Public Entity, and constitutes its promise to repay the amounts described in this paragraph.

Section 2: That the Public Entity hereby approves the form of the Loan Agreement, which is attached to this Resolution as Exhibit A, the blank form of Promissory Note, attached hereto as Exhibit C, which would reflect the total amount of Project Cost disbursements, one point origination fee and accrued interest as more fully described therein, and the form of Public Entity's Closing Certificate, attached hereto as Exhibit D.

Section 3: That the superintendent, city manager, chief administrative officer and/or chief financial officer of the Public Entity ("Public Entity Representative"), and each such person hereby is, authorized and empowered and directed to execute, enter into, deliver for and in the name of and on behalf of the Public Entity, under its corporate seal, the following documents (all of such documents, and such other documents, certificates and instruments as may be necessary to carry out the intent of this Resolution, together with any other documents and instruments contemplated thereby, or otherwise necessary or appropriate to effectuate the transaction contemplated thereby, being the "Program Documents"), the forms of which have been presented in draft to the Governing Body:

Exhibit A Loan Agreement;
Exhibit C Promissory Note;
Exhibit D Public Entity's Closing Certificate.

Section 4: That the governing Body of the Public Entity hereby approves the Project and authorizes the Public Entity Representative and such officers and employees as the Public Entity Representative may designate to proceed with arranging the financing for the Project, in furtherance of and subject to the requirements of this Resolution. The Public Entity Representative is hereby further authorized and empowered to execute the Program Documents with such additional modifications, corrections, amendments and deletions as shall, in the judgment of such Public Entity Representative, be necessary or appropriate, in the sole and absolute discretion of such officers, to effectuate the transactions contemplated by this Resolution, the execution of any such documents by any such Public Entity Representative constituting the conclusive evidence of his or her approval and the approval of the Public Entity to any such changes.

Section 5: That the amounts due under the Loan Agreement and the Promissory Note shall be limited obligations of the Public Entity payable solely from energy costs savings derived from the Project. Amounts due under the Loan Agreement and the Promissory Note shall not constitute a debt or liability of the Public Entity or of the State of Missouri or of any political subdivision thereof and such amounts shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

Section 6: That the Public Entity recognizes that DED/DE may choose to fund the Loan under its *Energize Missouri Loan Program* in cooperation with Authority through the issuance and sale of tax-exempt bonds by the Authority, and that a portion of the proceeds of the Bonds may be used to reimburse the Public Entity for any advances made by Public Entity in connection with the Project.

11. Amendments to Collected Rules and Regulations Listed Below to Update Terminology and References in Conjunction with the Implementation of the Defined Contribution Plan effective October 1, 2019:
    a. 230.070, Educational Assistance Program for University Employees
    b. 320.050, Employee Status
    c. 320.150, Discontinuance of Programs or Departments of Instruction
    d. 340.090, Development Leave
    e. 440.040, University Physicians Medical Practice Plan
    f. 520.010, Benefit Programs

Collected Rules and Regulations

230.070 Educational Assistance Program for University Employees, Other than Graduate Teaching and Research Assistants

Chapter 230: Student Fees

Bd. Min. 2-19-71, p. 35,487; Amended Bd. Min. 3-18-77, 6-18-82; Amended Bd. Min. 12-12-86, 12-7-90, Amended Bd. Min. 5-23-03, Amended Bd. Min. 11-29-07; Amended Bd. Min. 10-23-09; Amended 12-08-11; Amended Bd. Min. 12-07-12; Amended Bd. Min. 9-13-13; Amended Bd. Min. 12-9-16; Amended Bd. Min. 12-7-17; Amended Bd. Min. 09-26-19.

A. **All employees classified at least 75 percent FTE** with an indicated appointment duration of at least nine months may enroll for not more than six credit hours per semester (a maximum of three during the summer session or intersession) in college level, credit courses. Those appointed on a full-time, nine-month basis, however,

may enroll for not more than the maximum number of hours allowable by that campus during the summer session, provided they do not hold an appointment for the summer session. Those employees not eligible to participate in the program include employees on unpaid leave of absence, students and employees in positions considered to be student employment (including but not limited to Graduate Teaching Assistants, Graduate Research Assistants, Graduate Instructors and Student Assistants).

1. These employees:
    a. Shall be permitted to receive credit for courses taken within the regulations of the University of Missouri;
    b. Will pay 25 percent of the normal Tuition and Supplemental Fees when enrolling with the intention of receiving academic credit for the course(s). The employee will pay the normal amount on all other fees. No Tuition nor Supplemental Fee is required if the employee audits courses on employee's own or at the request of the department head.
    c. Prior to the end of the semester/session in which Educational Assistance is being requested, an employee must submit to the campus Human Resource Services Office a request (Form #UM84-1), approved by employee's department head, the dean or director or by the Provost or designee on campuses with no schools or colleges, indicating the course(s) to be taken, its (their) purpose, and how the time is to be adjusted.
    d. Employees must file an application to enroll with the Registrar and meet the student admission requirements.

B. **Administrative, Service and Support Staff (non-academic)** enrolling in college classes are subject to the following conditions:

1. Immediately prior to registration, the employee must have completed a six-month period of continuous employment. If the course work is part of the required job training procedure for the work to be done by the employee, the six-month employment requirement may be waived.
2. The course(s):
    a. Must be taken outside scheduled working hours, or
    b. An equivalent adjustment must be made in the employee's work schedule to make up the time away from work, or
    c. An equivalent adjustment must be made in the employee's pay, or
    d. The time away from work must be deducted from an employee's vacation.
3. When an employee is requested by the department head to enroll in a course(s) which is (are) directly related to employee's assigned University responsibilities, the time away from work to attend

classes shall be considered as part of employee's regular work schedule.

4. Class attendance shall not take priority over the work to be performed except as outlined above.
5. An employee who has retired under a University of Missouri retirement plan will be permitted to register and receive credit for courses without payment of tuition, providing there is space available. Such retired employee must meet the student admission requirements. The retired employee shall also present to the Registrar the Retirement Identification Card at time of registration.

C. **Tuition Reduction for Spouses and Dependents**

1. Definitions
   a. Employee: Employees must be currently employed in a Fully Benefit Eligible Academic Appointment or as a Regular administrative, service and support employee and have one year of continuous, full-time service with the University at some point, prior to the deadline for registration. The employee must remain a University of Missouri employee through the beginning of the course in which the spouse/dependent is enrolled. If the employee separates from the University, the spouse/dependent may complete the semester in which enrolled.
   b. Eligible Spouse: The legal spouse of an Employee, excluding a divorced spouse or a spouse separated by contract or decree from the Employee. Employees eligible for the Educational Assistance Program are excluded from the definition of Eligible Spouse.
   c. Eligible Dependent includes:
      - Eligible Dependent Child or Children must meet the criteria required under the definitions of "Child or Children" and "Dependent" based on the terms and conditions of the University of Missouri Medical Benefits Plan with the exception that foster children shall not be eligible under this program. Employees eligible for the Educational Assistance Program are excluded from the definition of Eligible Dependent.
      - An eligible Sponsored Adult Dependent who meets the criteria required under the definitions of "Sponsored Adult Dependent" based on the terms and conditions of the University of Missouri Medical Benefits Plan. Employees eligible for the Educational Assistance Program are excluded from this program.

d. Course: University of Missouri college credit course is defined as any undergraduate, graduate, or professional credit course offered by the institution up to a total of 140 credit hours per eligible spouse or dependent. University programs of study, which blend undergraduate and graduate courses, are included and may be accessed up to the 140 credit hour limit.

e. Fees: Tuition only. Supplemental course fees, activity, facility, and health fees, books and other expenses are the responsibility of the participant. Application for this tuition reduction must be made prior to the end of the semester/session in which Tuition Reimbursement is being requested. No tuition reduction will be granted for courses previously completed. The regular refund policy of the University applies in cases of withdrawal from a course.

2. Benefit: The University will provide a benefit equal to a 50% reduction of tuition for an Eligible Spouse or an Eligible Dependent of Eligible Employees for up to 140 credit hours of University of Missouri college credit courses per Eligible Spouse or Eligible Dependent. Under no circumstances will the benefits under this policy exceed 50%, even if both parents of the dependent are University employees. Notwithstanding any other provision, if an Eligible Spouse or an Eligible Dependent has received a tuition reduction benefit during a course of study prior to the sponsoring Employee's death, the University will continue to provide a benefit equal to a 50% reduction of tuition in that course of study for up to a total of 140 credit hours of University of Missouri college credit courses, but in no event for a period longer than five years after the Employee's death. Notwithstanding any other provision, if an Eligible Spouse or an Eligible Dependent has received a tuition reduction benefit in a course of study during the semester of or immediately prior to the sponsoring Employee's retirement under a University of Missouri retirement plan, the University will continue to provide a benefit equal to a 50% reduction of tuition in that course of study for up to a total of 140 credit hours of University of Missouri college credit courses, but in no event for a period longer than five years after the Employee's retirement. For all courses (undergraduate, graduate, or professional), the rate of such tuition reduction shall be based upon the tuition charged to a resident student for undergraduate courses.

320.050 Employee Status

Chapter 320: Employment and Termination

Bd. Min. 2-27-76; Amended 9-26-97; Amended Bd. Min. 10-17-03; Amended 4-03-09; Amended 6-14-13; Amended 12-11-14; Amended 09-26-19.

I. **Academic Staff Appointment**: There are two categories of Academic Staff appointments, Regular and Nonregular, as defined by Section 310.020 of the Collected Rules and Regulations (CRR). For the purposes of Section 320.050 of the CRR, the status of Academic Staff appointments is based on the terms of the employment relationship with the University, and both Regular and Nonregular academic staff employees may be either a Fully Benefit Eligible Employee or a Variable Hour Employee as determined by the definitions below:

A. **Fully Benefit Eligible Academic Appointment**: A University employee with an Academic Staff appointment that is at least 75 percent full time equivalent (FTE) and with indicated appointment duration of at least nine months. Individuals who are simultaneously employed by the University and the Harry S. Truman Veterans Administration Hospital, pursuant to an agreement between said organizations, where the total combined appointments are greater than 75 percent FTE, but the University portion of the appointment is less than 75 percent FTE, are considered Fully Benefit Eligible except for the purpose of participation in a University of Missouri retirement plan.

B. **Variable Hour Employee**: A University employee with an Academic Staff appointment that does not meet the definition of Fully Benefit Eligible above or the definition of Regular Employee (Administrative, Service and Support Staff) below, or the definition of Student Employee below.

II. **Administrative, Service and Support Staff**: The following provisions defining Regular Employee, Variable Hour Employee, Nonregular Employee and Per Diem Employee are in effect for all Administrative, Service and Support Staff employees, unless specifically exempted by policy.

A. **Regular Employee**: A University employee with an Administrative, Service and Support Staff appointment that is at least 75 percent FTE with an appointment duration of at least nine months.

B. **Variable Hour Employee**: An employee that does not have an Academic Staff Appointment that meets the definition of Fully Benefit Eligible Academic Appointment above or the definition of Regular Employee

(Administrative, Service and Support Staff) above, or the definition of Student Employee below. A Variable Hour Employee in an Administrative, Service and Support Staff appointment may be either a Nonregular Employee or a Per Diem Employee as defined below.

1. **Nonregular Employee**: An employee that has an Administrative, Service and Support Staff appointment that does not qualify for Regular Employee status as defined above.

2. **Per Diem Employee**: An employee that has an Administrative, Service and Support Staff appointment that is not a part of an operating unit's regular work schedule and is scheduled to work only on an "as needed" basis. Work may be scheduled prospectively but should be considered as "elected" by the employee. Per Diem employees are provided an hourly rate of pay following approved rate schedule(s).

III. **Subsidiary Employee**: The following provisions defining Regular Employee, Variable Hour Employee, Nonregular Employee and Per Diem Employee are in effect for all Subsidiary Employees, unless specifically exempted by policy. A "Subsidiary Employee" means an employee of a "subsidiary entity" (which is defined to mean any organization (whether or not incorporated) which is required to be aggregated with the University pursuant to sections 414(b), (c), and (m) of the Internal Revenue Code and the regulations thereunder).

A. **Regular Employee**: A Subsidiary Employee with an appointment that is at least 75 percent FTE with an appointment duration of at least nine months.

B. **Variable Hour Employee:** A Subsidiary Employee that does not meet the definition of Regular Employee (Subsidiary Employee) above. A Variable Hour Employee in a Subsidiary Employee appointment may be either a Nonregular Employee or a Per Diem Employee as defined below.

1. **Nonregular Employee**: An employee that has a Subsidiary Employee appointment that does not qualify for Regular Employee status as defined above.

2. **Per Diem Employee**: An employee that has a Subsidiary Employee appointment that is not a part of an operating unit's regular work schedule and is scheduled to work only on an "as needed" basis. Work may be scheduled prospectively but should be considered as "elected" by the employee. Per Diem employees are provided an hourly rate of pay following approved rate schedule(s).

IV. **Student Employees**: A University employee that is enrolled as a student at the University of Missouri and whose primary association with the University is related to the pursuit of an academic program. Because academic pursuit is the primary purpose of the student role, Student Employees should not be scheduled to work more than an average of 28 hours per week across all concurrent University jobs during the measurement period [1] and should be in a student title as described in HR-204 Student Position Titles.

V. The President is hereby authorized, subject to approval of the language by the General Counsel, to modify the language of benefit plan documents, as necessary to make them consistent with the above revisions of Section 320.050.

[1] Measurement and Stability Periods are designated by the University in accordance with Section 4980H of the Internal Revenue Code and the regulations thereunder.

Collected Rules and Regulations

Personnel

Chapter 320: Employment and Termination

320.150 Discontinuance of Programs or Departments of Instruction

Bd. Min. 2-12-82; Bd. Min. 7-27-84; Bd. Min. 10-13-89; Revised 1-29-92; 7-30-92; 09-26-19.

A. **Authority** -- The discontinuance of a program or a department which would result in the termination of continuous appointments or term appointments before their expiration may be done in either of the following manners:

1. The Board of Curators in the exercise of the power vested in it by Article IX, Section 9(a) of the Constitution of the State of Missouri may

discontinue a program or department which would result in the termination of continuous appointments or term appointments before their expiration without following the procedures set out in this Section 320.150.B to 320.150.B.4, inclusive, but the Board of Curators in making its decision shall consider the criteria set out in Section 320.150.B.2. Before a final decision is made to terminate a program or a department under Section 320.150.A.1, the Board of Curators shall consult with the President and the Chancellor of the affected campus, who will consult with appropriate faculty representatives and the affected academic unit. Within a reasonable time to be set by the Board, the affected academic unit shall be given the opportunity to submit to the Board of Curators, through the Chancellor and the President, its response to a proposed program or department termination and any alternate suggestions and recommendations.

2. The procedures in the Section 320.150.B to Section 320.150.B.5 may be used to discontinue a program or department which would result in the termination of continuous appointments or term appointments before their expiration.

   If either alternative is used to discontinue a program or department which would result in the termination of continuous appointments or term appointments before their expiration, the provisions of the Section 320.150.B.5 to Section 320.150.D.2.e(2), inclusive are applicable.

B. **Procedures** -- The procedures set out in Section 320.150.B to Section 320.B.5 apply when the discontinuance of a program or a department could result in the termination of continuous appointments or term appointments before their expiration and the process is initiated pursuant to Section 320.150.A.2. The procedures do not apply when the process is initiated pursuant to Section 320.150.A.1. The procedures also do not apply to transfer of programs from one campus to another or to elimination of program which do not involve the termination of continuous appointments or term appointments before their expiration.

1. **Program Defined** -- The term "program" is used in many ways. Here, however, the specific intention is to identify the designation "program" with the typical academic department; the program consists of the productive effort of that administrative and budgetary unit most often designated as a "department," which usually corresponds to widely recognized disciplinary designations. There are limited exceptions to this definition of programs, such as when a school or college is not organized into departments, or when specializations within the department or school are so unique in content that faculty members normally cannot cross from one area to another.
2. **Considerations** -- The discontinuance of a program or department which could result in the termination of continuous appointments or term appointments before their expiration shall be based on the following criteria:
    a. Contribution of the program to campus and University missions;
    b. Need for the program;
    c. Financial considerations;
    d. Quality of the program;
    e. Welfare of the student, including the opportunity which student currently enrolled in the course will have to complete it;
    f. Extent to which the program is available at other institutions in the State and region; and
    g. Extent to which the University has unique advantages in offering the program.
3. **Role of Chancellor** -- After consulting with the President, if the Chancellor reaches a tentative decision that a program should be discontinued, the Chancellor shall present the decision, together with reasons, to an appropriate standing committee, the majority of whose members are faculty, or shall appoint a committee, the majority of whose members shall be faculty. The Chancellor shall simultaneously present the decision, together with reasons, to the affected administrative unit or units.

The Committee shall present to the Chancellor any response or alternative recommendation within a reasonable time. The affected unit may also submit to the committee and the Chancellor their views and recommendations.

4. **Role of Chancellor, President and Board of Curators** -- Having considered these responses, if the Chancellor still concludes that the program should be discontinued, and if this action requires the termination of continuous appointments or term appointments before their expiration, the Chancellor shall forward a recommendation to the President. If the President concurs with the recommendation of the Chancellor to discontinue the program, the President shall make that recommendation to the Board of Curators. The Board of Curators shall then make the final decision as to whether to discontinue the program.
5. **Notice Shall be Given By Chancellor** -- After the Board of Curators' decision to discontinue a program, the Chancellor shall provide timely notice to those individuals whose appointments are to be terminated. In the case of tenured faculty or non-tenured faculty in the third or subsequent year of service, notice of termination must be given at least thirteen months prior to the date of termination. When the appointment of a non-tenured faculty member in the first or second year of service is terminated under these procedures, the notice shall be given at least six months prior to the date of termination. Since commitments to students enrolled in a program at the time of a decision by the Board of Curators to terminate a program must be met, termination notices to faculty may be issued at various times following the decision of the Board.
    a. Notice shall be given in person or by certified mail addressed to the last address currently on record with the employing administrative unit.
    b. Failure of any appointee to have a current correct address on record with the employing administrative unit shall not be construed to invalidate such notice.

6. **Appeal** -- An individual receiving such notice shall be given fifteen (15) days to request a hearing before the Campus Faculty Tenure Committee as designated in the University Academic Tenure Regulations.
    a. The appeal may be based only on the grounds that procedures specified in this document have not been followed, or that the decision to recommend termination was based significantly on considerations violative either of academic freedom or of governing policies on equal employment opportunity.
    b. The tenure committee shall follow the procedures governing conduct of the hearing under the Academic Grievance Procedures and shall report to the Chancellor, as provided in Step 3 of the Academic Grievance Procedures.
    c. Following any such appeal, the recommendation of the Chancellor, together with any responses from the faculty committee or the affected units, and the findings and recommendations of the Campus Faculty Tenure Committee on any appeals shall be transmitted to the President.
    d. The President shall formulate a recommendation and present it, together with the campus materials, to the General Officers for review and advice.
    e. Following that review, the President shall make a recommendation to the Board of Curators.
7. **Placement Within the University System** -- Before the date of termination of an appointment because of the discontinuance of a program or department of instruction, the University, with faculty participation, will attempt to place the faculty member concerned in another suitable position in the University system.
    a. If the appointment of a faculty member is terminated, and if there develops within three years a faculty position on any campus for which the faculty member is qualified, it shall be the responsibility of the President's Office to communicate with the hiring campus about the availability of the faculty member.

b. The hiring unit shall carefully review the qualifications of the faculty member in question and determine whether such individual meets the announced criteria established for the position.

c. If so, the faculty member in question shall be considered for the position.

8. In all cases of termination of appointment because of discontinuance of a program or department of instruction, the University may not reinstitute that program or a substantially similar program on that campus within a period of three years, unless the faculty members whose appointments were terminated have been offered reinstatement with the same rank and tenure status and a reasonable time in which to accept or decline.

C. **Transition Benefits for Tenured Faculty with a Minimum of Five Years Creditable Service**

1. **Eligibility for Faculty** -- Tenured faculty with a minimum of five years creditable service in the University retirement plan applicable to the faculty member; employed in an area of the University which has been mandated for program discontinuance by the Board of Curators.

2. All of the following benefits are available to Faculty meeting the eligibility requirements:

a. A thirteen month written notice of intent to terminate employment.

b. The right to a leave of absence of up to one year at full payment during the 13 months following notice of intent to terminate. However, this benefit will be terminated if the faculty member is employed full-time outside of the University.

c. The right to an unpaid leave of absence for up to two years following the end of the 13-month period of notice of intent to terminate (see 2.a. above). Benefits available during the leave of absence with continued University contributions to include:

- Medical Benefits
- Dental Benefits

- Life Insurance
- Accidental Death and Dismemberment Insurance
- Educational Assistance
- However, participation in University benefit programs will not be continued if the faculty member becomes eligible for other benefit programs as a result of their employment outside of the University.

d. The right to a major medical conversion policy upon termination of employment.

e. The right to a life insurance conversion policy upon termination of employment.

f. The right to have the one year paid leave of absence count toward retirement by waiving the requirement that the employee return to employment for one year upon expiration of the leave.

g. Out-placement counseling.

h. A lump-sum "cash-out" of vested retirement benefits. The lump-sum to be calculated on the basis of the actuarial equivalent of the benefits accrued in the University Retirement, Disability and Death Benefit Plan at termination of employment which would have been paid in the form of a monthly annuity beginning at age 65. The lump-sum to be distributed upon termination as follows:
(1) Taxable cash income, or
(2) A before tax individual retirement account "rollover".

D. **Transition Benefits for Other University Employees**

1. **Eligibility for Administrative, Service, Support and other Academic Staff (those not covered by section C)** -- Staff with a minimum of five years creditable service in the University retirement plan applicable to the employee; employed in an area of the University which has been mandated for program discontinuance by the Board of Curators.

2. **Benefits Available to Staff Meeting the Eligibility Requirements**

    a. The right to a one year unpaid leave of absence prior to termination. Benefits available during the leave of absence with continued University contributions to include:

        - Medical Benefits
        - Dental Benefits
        - Life Insurance
        - Accidental Death and Dismemberment Insurance
        - Educational Assistance
        - Participation in University benefit programs will not be continued if the staff member becomes eligible for other benefit programs as a result of their employment outside the University.

    b. The right to a major medical conversion policy upon termination of employment.

    c. The right to a life insurance conversion policy upon termination of employment.

    d. Out-placement counseling.

    e. A lump-sum "cash-out" of vested retirement benefits. The lump-sum is to be calculated on the basis of the actuarial equivalent of the benefits accrued in the University Retirement, Disability and Death Benefit Plan at termination of employment which would have been paid in the form of a monthly annuity beginning at age 65. The lump-sum to be distributed upon termination as follows:
    (1) Taxable cash income, or
    (2) A before tax individual retirement account "rollover".

Collected Rules and Regulations

Personnel

Chapter 340: Employee Absences

340.090 Development Leave

Revised Bd. Min. 10-9-81; Amended Bd. Min. 7-22-83, 10-30-87 and 01-31-08; Amended Bd. Min. 09-26-19.

A. **Eligible Employees** -- Administrative, Service and Support employees are eligible to apply for a development leave to pursue personal, professional, instructional, or administrative development. (Faculty eligibility and conditions for development leave are addressed in CRR 340.070.)

B. **Conditions for Granting Leave**

1. Development leave may be taken for a period of time up to a full year.
2. If an Administrative, Service & Support employee receives external fellowship or grant support for a development leave, the University may supplement such support to provide full regular salary; if such external support is not received, the University may provide full regular salary. Additional travel funds and leave related expenses may be provided as deemed appropriate.
3. Administrative, Service & Support employees who are granted paid development leaves must state their intention to return to the University for the same amount of time they plan to be gone. Return of the employee for such period of time does not guarantee that the period of such leave shall be taken into account as service credit for purposes of any University retirement plan. Exemptions to returning to the University at the conclusion of the leave can only be granted by the president upon recommendation of the chancellor.
4. All Administrative, Service & Support employees must file a report of their accomplishments during the leave period as specified by their chancellor or chancellor's designee.

Chapter 440: UMC Medical Services

440.040 University Physicians Medical Practice Plan

Amended February 27, 1976 & Bd. Min. 12-14-79 & 3-17-87; Amended Bd. Min. 9-28-17; Amended Bd. Min. 9-20-18; Amended Bd. Min. 09-26-19.

A. **Definitions**

1. **University Physician Medical Practice Plan**—These rules and regulations shall be known and referred to as the "University Physicians Medical Practice Plan."
2. **Plan**—The word "Plan" as used in these regulations shall be construed to mean the Plan herein created for the rendering of professional services to patients, consultation or any other services related to their professional skills rendered to others than the University by members of the Faculty of the School of Medicine of the University of Missouri-Columbia ("MU"), providing for the use of any fees or compensation received for such services and providing for additional compensation for those Faculty members who become participants in the Plan.
3. **Plan Income** —The words "Plan Income" shall be construed to mean all income received by the University by assignment which are derived from patient care activities from sources identified in Section 440.040.D.
4. **MU Health Care**—The words "MU Health Care" or "MUHC" as used herein shall refer to the facilities owned, operated or that are affiliates of MU Health Care and the School of Medicine. This includes MU and the UM System.
5. **Participant**—The word "Participant" as used in these regulations shall be construed to mean all Faculty of the School of Medicine who are members of the MUHC Medical Staff who as part of their faculty responsibilities generate income from professional activities documented by a signed contract for patient care related services which is assigned to the University pursuant to the Plan.
6. **Department**—The words "Department" or "Departments" shall refer to those departments of the School of Medicine for whom departmental accounts have been recommended by the University Physicians Management Committee and approved by the Dean and in which one or more Faculty members shall have qualified as participants in the Plan.
7. **Departmental Account**—The words "Departmental Account" or "Departmental Accounts" shall refer to those departmental accountability records maintained in the University Physicians Administration Office in support of the percentage portion of the Plan income credited to the department as determined by the Plan.
8. **UNIVERSITY PHYSICIANS**—The words "University Physicians" shall mean the operating name of the University Physicians Medical Practice Plan.

9. **Section/Division**—The words "Section/Division" or "Sections/Divisions" shall refer to those sections/divisions of departments of the School of Medicine which have a separate account as provided in Section 440.040 G.3.
10. **Section/Division Chief** —The words "Section/Division Chief" shall refer to the head of a section/division within a department qualified under the Plan.
11. **Section/Division Account**—The words "Section/Division Account" or "Section/Division Accounts" shall refer to those sectional accountability records maintained in the University Physicians Administration Office in support of the portion of the Plan income credited to the section as determined by the Plan.
12. **Dean**—The word "dean" shall refer to the Dean of the School of Medicine.
13. **Chancellor**—The word "Chancellor" shall refer to the Chancellor.
14. **President**—The word "President" shall refer to the President of the UM System.
15. **Chief of Staff** —The words "Chief of Staff" shall refer to the Chief of Staff, MU Health Care.
16. **School of Medicine** —The words "School of Medicine" shall refer to the MU School of Medicine.
17. **University**—The word "University" shall refer to The Curators of the University of Missouri and UM System.
18. **Hospital**—The word "Hospital" shall refer to the facilities owned, operated or are affiliates of MU Health Care.
19. **Department Chair**—The words "Department Chair" or "Department Chair" shall refer to the head of a department in which one or more Faculty members shall have qualified as participants in the Plan.
20. **Chief Executive Officer of MU Health Care** —The words "Chief Executive Officer of MU Health Care" shall refer to the Chief Executive Officer of MU Health Care.
21. **University Physicians Management Committee**—The words "University Physicians Management Committee" shall refer to the committee established by the Plan. As an exception to the general regulation providing for the appointment of University committees, there is hereby created a committee to be known as the University Physicians Management Committee.
22. **Executive Director of University Physicians** —The words "Executive Director of University Physicians" shall refer to the Executive Director of University Physicians.
23. **Base Salary Contract** —The words "Base Salary Contract" shall refer to the regular employment contract approved by MU.
24. **Participant Body**—The words "Participant Body" shall refer to the total collective participants in the Plan.

25. **Deduction Rate**—The words "Deduction Rate" or "Deduction Rates" shall refer to the percentage(s) accounted and budgeted annually for the costs of operation of the Plan.
26. **Group**—The word "Group" shall refer to participants within a department and/or section/division who pool their Plan income.

B. **Purposes of the Plan**—Faculty members of the School of Medicine may be engaged in one or more of the following employment duties: teaching, research and patient care. Patient care is an integral part of the educational mission of the school for it provides to the instructor and the medical student the clinical experience essential to medical education. In the course of rendering patient care services, faculty members may generate income described in this Plan as plan income.

This plan has been created to provide a means for establishing salary compensation for employment services rendered by plan participants to their employer, the University, an educational organization. All payments to plan participants made pursuant to the provisions of this plan are salary payments by the employer to the participants as employees and subject to the rules and regulations of the University governing the approval and payment of salaries. All plan income referred to in Section 440.040 D. shall be irrevocably assigned to the employer by the plan participants as agents (employees) of the employer; no plan participant shall have any right, title or interest in any such plan income; and the employer shall have the unrestricted right to such income and complete control over its disposition. Provisions in this plan for accounting for plan income and expenses and for recommendations from plan participants are not intended to and shall not be construed to confer on plan participants any right, title or interest in plan income, any right to control the disposition of plan income and expenses, or any right to determine salaries. In addition, the plan is created to implement the following purposes:

1. To provide a system by which the faculty is enabled to achieve fulfillment of their commitment to high quality patient care.
2. To recognize that high quality patient care is related to faculty participation in teaching and research and also that high quality clinical teaching is dependent upon the faculty being engaged in active medical practice, thereby assuring an adequate supply of clinical material for educational purposes.
3. To establish incentive mechanisms for faculty compensation which enhance the attainment of the Health Sciences Center goals of patient care, teaching and research.
4. To assure a University Physicians Medical Practice Plan which will be competitive with income plans of other academic medical centers in the United States.
5. To assist with the retention of qualified faculty by contributing to their total compensation.

6. To establish and maintain a set of policies for the management of professional income which is sufficiently flexible to respond to the needs of all participating individuals, sections and departmental differences.
7. To provide a mechanism to support programs that benefit the School of Medicine.
8. To establish a methodology of professional income generation, distribution and utilization.

C. **Participants**—All Faculty of the School of Medicine who are members of the MU Health Care Medical Staff who as part of their faculty responsibilities generate income from professional activities for patient care related services which is assigned to the University pursuant to the Plan shall be participants in the Plan.
   1. For each participant, a written Agreement shall be executed annually and filed in the Business Office of University Physicians. Each Agreement shall contain a statement that the participant will abide by all provisions of the Plan.

D. **Plan Income** —Within the framework of the Plan, Plan income means:
All income derived from patient care and other income derived from patient care provided by a participant in the performance of regularly assigned duties for the University as determined by the appropriate person having supervisory authority of the participant. For participants who are full time employees (0.75 FTE or greater), such participants may not engage in income-generating patient care activities outside of their regularly assigned duties for the University unless such outside activity complies with applicable law and University policy and has been approved by the Dean and Department chair.
   1. As unique instances of patient care occur, the University Physicians Management Committee will recommend whether income derived from these instances constitute Plan income.
   2. Income of participants not related to patient care shall not be Plan income.
   3. Section 490.020 of the Collected Rules and Regulations of the University establishes the terms and conditions of coverage for Medical, Professional, and Patient General Liability for University employees and should be separately reviewed to determine whether and to what extent coverage exists for activities done outside of regularly assigned duties for the University.

E. **Distribution of Plan Income**
   1. **Costs of Operations**—The costs of operations of the Plan will be funded by applying an approved deduction rate (percent) to Plan Income. The costs of operation of the Plan may include expenditures for the following items and activities:
      - Billing and Collections Costs
      - Professional Liability Insurance
      - Support personnel, services and facilities
      - Administrative costs

- Retirement
- Other items that are deemed necessary in the operation of the Plan

Annually and as requested by the University Physicians Management Committee, the Executive Director of the University Physicians will report to the University Physicians Management Committee the expenditures to date for the costs of operation of the Plan. A final accounting report will be issued after the close of the accounting period.

An annual budget will be submitted for the costs of operation of the Plan. Based on the budget that is submitted the University Physicians Committee shall recommend a deduction rate to be proposed for the period covered by the budget. The proposed deduction rate and budget for the next fiscal year must be approved by the Dean.

Further, for certain types of Plan income, such as contract income and certain other types of "lump sum" income, requiring a minimum of administrative and business office expense, it may be appropriate to establish a special deduction rate(s) to cover operating costs.

In exceptional circumstances, it may be necessary to alter the deduction rate during the fiscal year. Such an alteration will be recommended by the University Physicians Management Committee and approved by the Dean.

Separate accounts will be established for each category of expenditures authorized in this Section 440.040 E.1. Expenditures from these accounts will be in accordance with standard University standards.

From time to time good accounting practice and effective fiscal management may well indicate a need to revise, expand, contract or otherwise modify the accounting system relative to the Plan. Nothing in this Plan shall be interpreted as preventing such accounting revision, expansion, modification or contraction so long as they adhere to generally accepted accounting principles and University policy.

2. **Dean's Office Account** —A Dean's office account shall be maintained. The account shall be credited with 6 percent of the Plan income. Any expenditures or transfers from this account must conform to standard University budgeting policy.

   The Dean's Office account is established to support research and development costs, capital improvements, new members of the faculty, renovation, the Health Sciences Library and for such other purposes that are of general benefit to the School of Medicine.

3. **Departmental Accounts**—A departmental and or Sectional/Divisional account shall be maintained for each department and/or section/division. The departmental accounts shall be credited with 10 percent of the departmental Plan income.

   Annually on the date established by the Dean, the department is to submit a comprehensive budget to include the distribution of the department's share of Plan income. This annual budget must be approved by the Chair of the Department and the Dean.

Expenditure from these accounts shall be in accordance with standard University policy.

Voluntary contributions to the Dean's Office account may be made annually from each departmental and/or sectional/divisional account. The University Physicians Administration Office shall supply the Dean and the University Physicians Management Committee with a periodic statement of account for each departmental and/or sectional/divisional account. A periodic statement of account shall be furnished to each Department Chair or Section/Division Head for their own departmental or sectional/divisional account.

F. **Distribution of Net Plan Income**

1. **For purpose of this section, the following definition applies:** The words "Net Plan Income" shall be construed to be plan income (Section 440.040 A.3) less the distribution of plan income as outlined in Section 440.040 E. Net Plan Income will be those funds available to meet base salary contract commitments as outlined in Section 440.040 F.2, and incentive income as outlined in Section 440.040 G.
2. **Salary Contract—Base Salary** —A participant's base salary may be budgeted from plan income and/or from funds derived outside the Plan Recommendation of the individual faculty member's base salary contract from all sources including Plan income shall be made by the appropriate Departmental Chair and approved by the Dean to the appointing authority with this determination becoming a part of the recommended School of Medicine budget. That portion of the faculty member's base salary which is budgeted from Plan income shall preferably reflect the extent of their efforts in patient care. The salary contract will be negotiated in the same manner as other School of Medicine faculty contracts.

   The portion of base salary budgeted from plan income is payable only to the extent of departmental net plan income. If Departmental net plan income is not sufficient to meet budgeted base salary, then the individual Department Trust funds or the School of Medicine funds will meet the remainder of the obligation.

   Under normal circumstances the portion of the individual's base salary budgeted from Plan income will be derived through only one Section/Division or Department. Under the special circumstances of interdisciplinary programs individuals with joint appointments may derive salary measured by Plan income from more than one Section/Division or Department with the approval of the participant, the Section/Division Chief or Chiefs, the Department Chair, University Physicians Management Committee and the Dean.

   The faculty contract year for the purposes of the Plan will be the faculty contract year of MU. Faculty members who commence employment subsequent to the beginning of the faculty contract year may be a participant for the remainder of the year.

3. **Payment of Base Salary** —A departmental or divisional/sectional base salary pool shall be established for each department or division/section in which net plan income will be pooled and from which base salaries as outlined above (Section 440.040 F.2) will be paid.

G. **Distribution of Incentive Income**

1. For purposes of this section, the following definition applies: The words "Incentive Income" will refer to net plan income less the costs of base salary contract commitments as outlined in Section 440.040 F.
2. **Individual Participant**
    a. In addition to base salary (440.040 F. above) a participant may receive available incentive income as incentive salary. A participant can receive incentive salary only if the participant generated net revenue sufficient to meet their portion of base salary as described in Section 440.040 F.2. Individual participants may allow reductions of incentive salary for support of their Department or Section/Division. This amount will be determined by negotiations between the individual and their Department Chair with approval of the Dean. Such arrangements and the allocation of such incentive salary shall be determined prior to the commencement of the salary contract year and agreed to in writing by the participant and approved by the Chief of the Section/Division, the Department Chair and the Dean.
3. **Group Participants**
    a. In some circumstances it may be appropriate for participants within a department and/or section/division to practice as a group and pool their incentive income. Such arrangements and the allocation of such incentive salary among the participants in the department or section/division shall be determined prior to the commencement of the salary contract year and agreed to in writing by each participant and approved by the chief of the section/division, the Department Chair and the Dean.
    b. Annually on the date established by the Dean the appropriate Departments will submit proposals to practice as departmental or sectional/divisional groups to pool their Plan income under Section 440.040 G.3.a.
4. **Participant's Account**—An account shall be established for each Participant which shall be credited with the participant's portion of the Plan income as determined by the University Physicians Medical Practice Plan base salary contract and the incentive income distribution schedule. All expenditures or transfers from this account will conform with the participant's plan contract provisions relating to the participant's share of any incentive income.

H. **Administration of the Plan**

1. **University Physicians Management Committee** —The membership of the University Physicians Management Committee will include all Department Chairs or approved alternates, six members from the participants at large or their elected alternate. The Dean of the School of Medicine, the Executive Director of University Physicians, the Chief of Staff of MU Health Care and the Chief Executive Officer of MU Health Care shall be ex-officio members without vote. The Department Chair will appoint the individuals to serve as their alternate. The members at large and their alternates will be elected by the participant body for three year terms but may not serve for more than two consecutive terms. In the first year of the Plan, the six members at large and their alternates will be elected for staggered terms; two members and two alternates for three years, two members and two alternates for two years, and two members and two alternates for one year. Thereafter an annual election will be held for the purpose of electing two members at large and their alternates to serve three year terms.
   The Committee shall organize by electing from the membership of the Plan a Chair and a Secretary. The term of office for the Chair and the Secretary will be two years. The Secretary shall function as the Vice Chair. In the first year of the Plan the Chair will be elected for a two year term and the Secretary for a one year term. Thereafter, annually the Committee will elect either a Chair or the Secretary to serve a two year term.
   In the event the Chair or Secretary is unable to complete the term of office and more than six months of the term remains, a special election will be held to elect a replacement to complete the term of office.
   The Committee shall meet at least quarterly. Additional Committee meetings may be called by the Chair of the Committee or at the request of a majority of the members of the Committee.
2. **Functions of the University Physicians Management Committee**
   a. To establish an Executive Committee consisting of the Chair of the Plan and seven members of the University Physicians Management Committee. The seven members of the Committee shall be selected in the following manner. Four members shall first be elected by the University Physicians Management Committee from its voting membership. These members shall be elected to a two year term of office and may not serve more than two consecutive terms. In the first year of the Plan the four members will be elected for staggered terms; two members for one year and two members for two years. Thereafter an annual election will be held for the purpose of electing two members for the Committee. After the election of these members the Chair of the Plan shall appoint an additional three members from the voting membership of the University Physicians Management Committee to the Executive Committee. The Chair shall appoint three members annually at the date of the election of

the other Committee members. There shall be no restrictions on the number of terms an appointee of the Chair may serve.
The Executive Committee is to review and recommend items for the agenda of the University Physicians Management Committee and to review other items as deemed necessary by the Chair or the University Physicians Management Committee.

b. To review the functioning of the Plan to assure it is meeting the objective of the Plan.
c. To annually review the operating costs of the Plan and the appropriateness of individual expenditures. It shall make any appropriate recommendations for changes in the operation of the Plan to the University.
d. To recommend the hiring and be responsible for the administrative direction of the Executive Director of University Physicians in accordance with University Policy and Personnel guidelines.
e. To develop and recommend such detailed policies and procedures as necessary to assure the effective implementation and operation of the Plan to the University.
f. To make recommendations for revision of the Plan to the Participants.
g. To recommend the budget for the costs of operation of the Plan including the amount of the Deduction Rate or Rates to the University.
h. To initiate and approve professional fees schedules of the participants with the advice of the Clinical Department Chair.
i. To discharge such other duties necessary to the efficient operation of the Plan and Committee.

3. **Participant Body**—The participant body will consist of all Plan participants, each with one vote, and will meet for the following reasons:
    a. To elect the University Physicians Management Committee members at large and their alternates.
    b. To vote on recommended revisions of the Plan.
    c. For business as called by the Chair of the Committee.
    d. As petitioned by 20% of the voting body to consider issues and develop recommendations for the Committee.
    e. To consider business referred by 2/3 vote of the Committee. The Participant Body shall meet annually, as provided below, and at such other times as appropriate. Written notices giving the date, hour and place of all meetings shall be given to all participants in the Plan by the Committee Chair at least 15 days prior to the meeting date. The Committee Chair will preside and in their absence the Vice-Chair. Fifty percent (50%) of the Plan Participants shall constitute a quorum and a majority vote of those present and voting shall be required to conduct business, except voting to approve

recommendations for revisions of the Plan shall follow Section 440.040 I. of the document.

4. **Annual Meeting**—In May of each year, the Chair of the Committee shall call a meeting of all participants in the Plan for the purpose of electing two committee representatives from the membership at large and conducting other business as appropriate. Nominations shall be made from the floor. Voting for the Committee shall be by secret ballot. No more than two members at large may be from the same Department. In the event a quorum is not present the Chair shall reschedule the meeting to a definite date and hour, but not more than ten days hence and written notice of such meeting shall be given to all participants in the Plan; or the Chair may, at their discretion, direct that the election be held by mail or electronic ballot, in which event a ballot shall be sent to each participant of the Plan and the participants receiving the highest number of votes cast shall be elected the representative of the Committee.

I. **Revision of the Plan** —The University Physicians Management Committee shall take all recommendations for revision of the Plan to the Plan participants. The Chair of the Committee shall call a meeting of all participants and the Plan for the purpose of voting on the proposed revisions of the Plan. A two-thirds affirmative vote of a 50% quorum shall be required for revisions to the Plan. Voting for the revisions shall be by secret ballot. In the event a quorum is not present the Chair shall reschedule the meeting to a definite date and hour, but not more than ten days hence, and written notices of such meeting shall be given to all participants in the Plan; or the Chair may at their discretion direct that the revision be voted on by mail or electronic ballot in which even a ballot shall be sent to each participant in the Plan. If approved the proposed revisions shall be forwarded through the Dean, Chancellor, and President, to the Board of Curators for their approval.

J. **Appeal Process for the Individual** —Any participant(s) perceiving unfair treatment under the provisions of the Plan may request a hearing before the University Physicians Management Committee. The request must be in writing to the Chair of the Committee. The Chair will call a special meeting of the Committee in not less than ten days nor more than thirty days following receipt of the request. The participant(s) and the Committee may be represented by legal counsel at the hearing. A report of the hearing along with recommendations for action will be prepared by the University Physicians Management Committee for the Chancellor. Copies of the report and recommendation will be provided the participant, their Department Chair, and the Dean, all of whom will offer their comments directly to the Chancellor who shall make the final decision.

K. **Professional Charges**—Each participant may review their schedule of fees and recommend any changes to the Section/Division Chief, Departmental Chair and the Committee. It shall be the responsibility of the Committee to recommend general operating policies under which professional fees will not be billed to the patient or third party.

L. **Billing and Collection of Professional Fees** —All professional charges will be initiated and signed by the provider of the service and submitted to the University Physicians Business Office for processing. Billing for professional charges will be distinct from other services and will indicate the name of a participant or group of participants of the Plan. Fees collected shall be credited to the account of the participant or participants rendering the services for which the fee is collected as otherwise provided for in the Plan.
When it is clearly the intent of the payor to satisfy a specific portion of the patient's obligation to the Health Sciences Center, the monies received will be deposited in the account or accounts corresponding to the payor intent. In those instances where the intent of the payor is unclear, University Physicians Management Committee procedures for the allocation of monies received to the proper account shall apply.
In the instance of contractual agreements, special billing arrangements may be accomplished through other mechanisms as provided for in the contractual agreement.

M. **Retirement and Other Staff Benefits**—For the purposes of determining average regular annual salary of a plan participant under a University retirement plan and for purposes of determining regular salary of a plan participant for other staff benefits such as life insurance and disability insurance the base salary as provided in 440.040 F. of this plan shall be used and incentive salary under 440.040 G. of this plan shall be excluded.

N. **Special Situations**—All fees for professional services rendered by a plan participant are assigned to The Curators of the University of Missouri, and a plan participant shall at no time have any ownership interest in uncollected fees. For situations described below the disposition of uncollected fees and payments to a plan participant shall be made in accordance with this section.

1. **Termination of Employment - Voluntary or Involuntary** —Upon termination or resignation of employment a plan participant shall be entitled to receive salary payments in accordance with their current salary contract for services rendered to the effective date of termination or resignation. Incentive salary, if any, will be based upon fees earned and collected at the effective date of termination or resignation; provided that, if the plan participant resigns, the plan participant shall provide written notice to the participant's Department Chair sixty (60) days before the effective date of the resignation to receive incentive salary for the final incentive period during the participant's employment. If the plan participant provides less than 60 days advance written notice of resignation to the Department Chair, the plan participant shall not receive incentive salary for the final incentive period during the participant's employment unless the Department Chair for the plan participant waives the 60 day notice requirement. Uncollected fees at the effective date of termination or resignation which are subsequently collected shall be allocated to the departmental base salary pool (Section 440.040 F.3) after deductions for

the cost of operation of the plan (Section 440.040 E.1) School of Medicine Account (Section 440.040 E.2), and Departmental Account (Section 440.040 E.3).

2. **Death or Disability of a Plan Participant** —Upon the death or disability of a plan participant there shall be paid to the participant or the participant's estate all salary payments then due in accordance with their current salary contract for services rendered to the date of death or disability. Incentive salary, if any, will be based upon fees earned and collected at the date of death or disability. In addition there shall be paid to the participant or the deceased participant's estate an amount equal to the participant's incentive salary based on uncollected fees at the time of their death or disability, reduced by the amount of such fees that are not in disability. Reasonable efforts shall be taken to collect all such accounts within the six month period. This additional payment shall be made to the participant or the estate of the deceased participant as soon after the end of the six month period as is practicable. Income from any fees uncollected at the end of the six month period which are subsequently collected shall be allocated to the departmental base salary pool (Section 440.040 F.3), School of Medicine Account (Section 440.040 E.2), and Departmental Account (Section 440.040 E.3).
3. **Termination of Plan Participation** —If the plan participant ceases to generate income from professional fees he will no longer be a participant in the plan. The effective day off the termination of their participation shall be recommended by the Department Chair subject to review by the Committee, and determined by the Dean. On termination of their participation, income from any uncollected fees which are subsequently collected shall be allocated to the departmental base salary pool (Section 440.040 F.3), School of Medicine Account (Section 440.040 E.2), and Departmental Account (Section 440.040 E.3).

O. **Fiscal Year and Transition**—The fiscal year of the Plan shall be the fiscal year of MU. Unencumbered balances in all accounts shall be carried forward to the succeeding year.

Upon implementation of this Plan, current departmental and Dean's Office accounts will become part of the new departmental, sectional/divisional, or School of Medicine Dean's Office account as appropriate or as otherwise specified in this Plan.

P. **Assignment of Fees**—Each Participant shall annually execute an assignment in a form to be approved by the Executive Committee of the University Physicians Management Committee. For fiscal year 2018, the assignment form shall be substantially similar to the following form:

ASSIGNMENT
09/01/20__ through 08/31/20__

In consideration of my employment by The Curators of the University of Missouri and the salary payments described in this Plan, I hereby assign to The Curators of the

University of Missouri all Plan Income, as defined by the University Physicians Medical Practice Plan. This assignment shall be an absolute assignment, subject only to the conditions that the fees charged by me shall not be altered, except as provided in the rules and regulations establishing said Plan.

I further agree that all monies received by me for such services shall be promptly turned over to the Business Office of University Physicians and all checks made payable to me for such fees shall be promptly endorsed and delivered to said Business Office. It is distinctly understood that this assignment applies only to the income specifically identified in the University Physicians Medical Practice Plan.

In consideration of my being permitted to participate in the University Physicians Practice Plan, I agree to fully cooperate therein and comply with all the rules and regulations of the Plan and my Department**.** I acknowledge receipt of the attached materials regarding billing, documentation, and compliance policies for rendering professional services.
I agree that I will comply with all applicable billing and documentation policies, including but not limited to those outlined in the Teaching Physician Regulations of the Centers for Medicare and Medicaid Services (CMS). Further, I agree to participate in the mandatory education programs on billing and documentation that are provided by the University Physicians Medical Practice Plan.These education programs will include regular and periodic reviews of billing and documentation practices and focused education with follow-up billing and documentation audit for any deficiencies identified. I understand that if deficiencies in compliance are identified after my participation in focused education, a comprehensive audit of my billing and documentation will be conducted at my expense and I may be subject to loss of eligibility for incentive income and other corrective actions specified in the University Physicians policies. I understand that failure to comply with these requirements may result in suspension of billing privileges, and may include disciplinary action by The Curators of the University of Missouri.

_____ _____

Participant's Printed Name Department

_____ _____

Participant's Signature Division

_____

Date

Attachments: Introduction, Policy Statement, Definitions

Medicare Claims Processing Manual Chapter 12 - Physicians/Nonphysician Practitioners CMS Carrier Manual:
http://www.cms.govegulations-and-Guidance/Guidance/Manuals/downloads/clm104c12.pdf

The University of Missouri Health System's Integrity and Compliance Program and Code of Conduct:
https://mymuhealth.org/body_sub.cfm?id=3123&fr=true

Guidelines for Teaching Physicians, Interns, and Residents:
http://www.cms.gov/Outreach-and-Education/Medicare-Learning-Network-MLN/MLNProducts/Downloads/Teaching-Physicians-Fact-Sheet-ICN006437.pdf

HIPAA Confidentiality:
http://www.ama-assn.org/ama/pub/physician-resources/solutions-managing-your-practice/coding-billing-insurance/hipaahealth-insurance-portability-accountability-act.page

Chapter 520: Benefit Programs

520.010 Benefit Programs

Bd. Min. 4-10-15; Amended Bd. Min. 09-26-19.

1. **Introduction** – The University's benefits include the medical, dental, long term disability plans and various other insurance benefits available to faculty and staff, retirees, former employees, and their dependents (hereafter "Participants") as described in the respective benefits plan documents. The following sections of the Collected Rules and Regulations are being replaced by this new policy statement: Sections 500.010, 510.010, 540.010 and 550.010. The voluntary and defined contribution retirement plans previously contained in Sections 530.030, 570.010, 580.010 and 590.010 of the Collected Rules and Regulations are being replaced by this new policy statement. However, the University's Retirement, Disability and Death Benefit Plan contained in Section 530.010 of the Collected Rules and Regulations is not being replaced or otherwise affected by this policy statement. The cost for the covered benefit plans, various other insurance benefits and the covered voluntary and defined contribution retirement plans are funded with contributions by the University and contributions and/or premiums paid by Participants. The University determines the contribution and premium amounts on an annual basis considering the costs required to provide and administer the benefits. The University also provides other benefits programs on a voluntary participation basis including educational assistance, wellness, employee

assistance program, and leave benefits to support the work-life balance and other needs of eligible Participants. Together, all of these benefits are considered the Total Rewards offered by the University. This benefits policy provides direction for the provision, selection and administration of the covered benefits programs.

2. **Objectives** – It is the University's intention to provide competitive benefits programs that are valued by current and prospective faculty and staff. The definitions pertaining to benefit eligibility are contained in Section 320.050 of the Collected Rules and Regulations or in the respective benefit plan documents.

3. **Faculty, Staff and Retiree Involvement –** An advisory committee, appointed by the Associate Vice President and Chief Human Resources Officer (CHRO), shall serve in an advisory capacity in matters related to benefits programs and in the treatment of pay and benefits as interrelated parts of the University's overall Total Rewards. The advisory committee shall be comprised of at least 12 members. Committee membership shall consist of a faculty and a staff member from each campus, a hospital representative and a retiree representative appointed by the CHRO from nominations by the campuses, retiree associations and self-nominations. The CHRO may appoint additional at large members and the Committee Chair at his/her discretion. In making the committee appointments the CHRO will strive to appoint members to represent the various University constituencies. The Committee may study, consider and make recommendations to the CHRO regarding proposed revisions to, modifications of, additions to, or deletions from benefits programs covered by this policy statement. This advisory role does not include the selection or management of vendors, plan investments or other administrative responsibilities; however, members may provide input on program design as related to the needs of Participants, provide feedback on communication and education, and advise in other areas.

4. **University Financial Support of Benefits Programs** – The University will contribute to the cost of the covered benefit programs (medical, dental, disability, and life) as well as covered voluntary and defined contribution retirement plans and leave programs. The University may develop, administer and support other benefits programs that are not contributed to by the University but that provide competitive, affordable and accessible programs valued by faculty and staff.

5. **Evaluation** – The benefits programs will be audited and/or evaluated as appropriate to ensure efficient and effective administration, service, and pricing.

12. Amendments to the Collected Rules and Regulations 530.010 Retirement, Disability & Death Benefit Plan and Additional Retirement Plans to Provide Additional Points of Clarification as Identified During Implementation of the Defined Contribution

Retirement Plan (Complete Plan documents are on file in the Human Resources Office) –

Amendment to Retirement, Disability and Death Benefit Plan	
Section 530.010.C.6	
Current with Changes	**Proposed**
C. DETERMINATION OF SERVICE CREDIT **6. Leaves of Absence --** Except as provided in this section (C.6.) periods of leaves of absence shall not be taken into account as Service Credit but shall not be deemed to constitute an interruption of the period of service. Military leaves of absence as a Member of the Armed Forces of the United States, provided such Member is reemployed by the University within the period of time for which such Member's reemployment rights are guaranteed under federal law, extension of sick leave without pay, leaves of absence granted in accordance with the Family Medical Leave Act for which a member receives full-time compensation from the University, ~~and~~ furloughs, and administrative leaves shall be taken into account as Service Credit. Effective December 12, 1994, notwithstanding any other provision of this Plan to the contrary, contributions, benefits and service credit with respect	**C. DETERMINATION OF SERVICE CREDIT** **6. Leaves of Absence --** Except as provided in this section (C.6.) periods of leaves of absence shall not be taken into account as Service Credit but shall not be deemed to constitute an interruption of the period of service. Military leaves of absence as a Member of the Armed Forces of the United States, provided such Member is reemployed by the University within the period of time for which such Member's reemployment rights are guaranteed under federal law, extension of sick leave without pay, leaves of absence granted in accordance with the Family Medical Leave Act for which a member receives full-time compensation from the University, furloughs, and administrative leaves shall be taken into account as Service Credit. Effective December 12, 1994, notwithstanding any other provision of this Plan to the contrary, contributions, benefits and service credit with respect

to qualified military service will be provided in accordance with Section 414(u) of the Internal Revenue Code. Seasonal leaves (not to exceed three months per contract year), shall be taken into account as Service Credit only if the Member returns to active full-time employment at the University immediately following the termination of the seasonal leave of absence and such leave was required by the University based on the seasonal nature of the Member's position. Sabbatical leaves, research leaves, and development leaves shall be taken into account as Service Credit only if the Member returns to active employment at the University no later than the beginning of the next Contract Year following such leave and subsequently holds a Full-Time Appointment for a minimum of one (1) year. The provisions of this paragraph, however, will be waived for a Member who retires under the provisions of Sections 530.010.E.2.c. and 530.010.G.7.	to qualified military service will be provided in accordance with Section 414(u) of the Internal Revenue Code. Seasonal leaves (not to exceed three months per contract year), shall be taken into account as Service Credit only if the Member returns to active full-time employment at the University immediately following the termination of the seasonal leave of absence and such leave was required by the University based on the seasonal nature of the Member's position. Sabbatical leaves, research leaves, and development leaves shall be taken into account as Service Credit only if the Member returns to active employment at the University no later than the beginning of the next Contract Year following such leave and subsequently holds a Full-Time Appointment for a minimum of one (1) year. The provisions of this paragraph, however, will be waived for a Member who retires under the provisions of Sections 530.010.E.2.c. and 530.010.G.7.

Amendment to Retirement, Disability and Death Benefit Plan	
Section 530.010.D.3(b)	
Current with Changes	**Proposed**
D. DETERMINATION OF FINAL AVERAGE SALARY	**D. DETERMINATION OF FINAL AVERAGE SALARY**

3. Calculation of Final Average Regular Salary a. For the purpose of determining the Retirement Benefits of a Qualified Member in accordance with Section 530.010.F., a Member's Final Average Regular Salary shall be the average of the Salary earned by such Member during the five (5) consecutive Salary Years during such Member's total years of employment for which such average is the highest. b. For the purpose of determining the five (5) consecutive Salary Years during which a Member's Salary is the highest, Salary Years that are separated by a termination of employment, periods of sabbatical leave, research leave, development leave, administrative leave or leave of	**3. Calculation of Final Average Regular Salary** a. For the purpose of determining the Retirement Benefits of a Qualified Member in accordance with Section 530.010.F., a Member's Final Average Regular Salary shall be the average of the Salary earned by such Member during the five (5) consecutive Salary Years during such Member's total years of employment for which such average is the highest. b. For the purpose of determining the five (5) consecutive Salary Years during which a Member's Salary is the highest, Salary Years that are separated by a termination of employment, periods of sabbatical leave, research leave, development leave, administrative leave or leave of

absence shall be deemed consecutive years.	absence shall be deemed consecutive years.

Amendment to Retirement, Disability and Death Benefit Plan	
Section 530.010.F.1	
Current with Changes	**Proposed**
F. BASIC RETIREMENT BENEFITS **1. Basic Retirement Benefits --** The Basic Annual Retirement Benefit for a Qualified Member who retires in accordance with Section 530.010.E.1., other than a Qualified Member described in paragraph 4. (a), shall consist of the sum of the Basic Average Regular Annual Salary Benefit, determined in accordance with paragraph 2. and, if applicable, the Basic Average Regular Summer Appointment Salary Benefit, determined in accordance with paragraph 3. For Members described in paragraph 4. (a), the Basic Annual Retirement Benefit shall be determined as provided in paragraph 4. The Basic Annual Retirement Benefit for Qualified Level One Members who terminated employment on or after September 1, 1998 shall be no less than the Actuarial Equivalent of the Member's Minimum Value Accumulation. For purposes of this paragraph, Actuarial Equivalent shall be determined on the basis of the 1983 Unisex	**F. BASIC RETIREMENT BENEFITS** **1. Basic Retirement Benefits --** The Basic Annual Retirement Benefit for a Qualified Member who retires in accordance with Section 530.010.E.1., other than a Qualified Member described in paragraph 4. (a), shall consist of the sum of the Basic Average Regular Annual Salary Benefit, determined in accordance with paragraph 2. and, if applicable, the Basic Average Regular Summer Appointment Salary Benefit, determined in accordance with paragraph 3. For Members described in paragraph 4. (a), the Basic Annual Retirement Benefit shall be determined as provided in paragraph 4. The Basic Annual Retirement Benefit for Qualified Level One Members who terminated employment on or after September 1, 1998 shall be no less than the Actuarial Equivalent of the Member's Minimum Value Accumulation. For purposes of this paragraph, Actuarial Equivalent shall be determined on the basis of the 1983 Unisex

Group Annuity Mortality Table with interest at seven and one-half percent (7 1/2%) per annum. Level Two Members are not eligible for the Minimum Value Accumulation calculation.	Group Annuity Mortality Table with interest at seven and one-half percent (7 1/2%) per annum. Level Two Members are not eligible for the Minimum Value Accumulation calculation.
Qualified Members who terminated employment on or after December 8, 1989 and prior to September 1, 1990 shall have the option to elect that their Basic Retirement Benefit be adjusted effective September 1, 1990, in accordance with paragraphs 2. (d) and 3. (c). Furthermore, any Member so electing to receive an adjusted Basic Retirement Benefit in accordance with paragraphs 2. (d) and 3. (c) shall not be entitled to Derivative Benefits in accordance with Section 530.010.J.2. subsequent to September 1, 1990.	Qualified Members who terminated employment on or after December 8, 1989 and prior to September 1, 1990 shall have the option to elect that their Basic Retirement Benefit be adjusted effective September 1, 1990, in accordance with paragraphs 2. (d) and 3. (c). Furthermore, any Member so electing to receive an adjusted Basic Retirement Benefit in accordance with paragraphs 2. (d) and 3. (c) shall not be entitled to Derivative Benefits in accordance with Section 530.010.J.2. subsequent to September 1, 1990.
Notwithstanding any provision of this Plan to the contrary, effective for distributions on or after October 1, 2019, in the event that a Qualified Level Two Member has a Basic Annual Retirement Benefit determined under paragraph 2. and, if applicable, paragraph 3., or a Basic Annual Retirement Benefit determined under paragraph 4., the Actuarial Equivalent of which is less than the following:	Notwithstanding any provision of this Plan to the contrary, effective for distributions on or after October 1, 2019, in the event that a Qualified Level Two Member has a Basic Annual Retirement Benefit determined under paragraph 2. and, if applicable, paragraph 3., or a Basic Annual Retirement Benefit determined under paragraph 4., the Actuarial Equivalent of which is less than the following:
the amount that would be returned to such Qualified Level Two Member if all Member contributions paid to the Plan by such Qualified Level Two	the amount that would be returned to such Qualified Level Two Member if all Member contributions paid to the Plan by such Qualified Level Two

Member were refunded, plus interest credits at a rate of four percent (4.0%) per annum, compounded annually from the end of the calendar year for which the Member contributions were made to the date on which the Qualified Level Two Member's Basic Annual Retirement Benefit is being determined (the "Member Contribution Amount"), then such Qualified Level Two Member's Basic Annual Retirement Benefit shall (instead of the benefit determined under paragraphs 2. and 3., or 4.), be equal to the Member Contribution Amount. For purposes of comparing the amounts described in the prior sentence, Actuarial Equivalence shall be determined on the basis of the 1983 Unisex Group Annuity Mortality Table with interest at seven and one-half percent (7 ½ %) per annum.	Member were refunded, plus interest credits at a rate of four percent (4.0%) per annum, compounded annually from the end of the calendar year for which the Member contributions were made to the date on which the Qualified Level Two Member's Basic Annual Retirement Benefit is being determined (the "Member Contribution Amount"), then such Qualified Level Two Member's Basic Annual Retirement Benefit shall (instead of the benefit determined under paragraphs 2. and 3., or 4.), be equal to the Member Contribution Amount. For purposes of comparing the amounts described in the prior sentence, Actuarial Equivalence shall be determined on the basis of the 1983 Unisex Group Annuity Mortality Table with interest at seven and one-half percent (7 ½ %) per annum.

Amendment to Retirement, Disability and Death Benefit Plan	
Section 530.010.G.5	
Current with Changes	**Proposed**
G. EARLY RETIREMENT BENEFITS **5. Reemployment on or after August 1, 1996 but prior to October 1, 2019, further extension of participation subsequent to Early Retirement prior to October 1, 2019, or classification as 75% FTE on a combined Appointment basis**	**G. EARLY RETIREMENT BENEFITS** **5. Reemployment on or after August 1, 1996 but prior to October 1, 2019, further extension of participation subsequent to Early Retirement prior to October 1, 2019, or classification as 75% FTE on a combined Appointment basis**

subsequent to commencement of Retirement Benefits prior to October 1, 2019 – ~~A~~ **Prior to October 1, 2019, a** Qualified Member's Retirement Benefits shall cease**:**	**subsequent to commencement of Retirement Benefits prior to October 1, 2019** – Prior to October 1, 2019, a Qualified Member's Retirement Benefits shall cease**:**
a. in the event of subsequent reemployment by the University of such Qualified Member on or after August 1, 1996 in a position that would have qualified for Service Credit under Section 530.010.C. prior to October 1, 2019;	a. in the event of subsequent reemployment by the University of such Qualified Member on or after August 1, 1996 in a position that would have qualified for Service Credit under Section 530.010.C. prior to October 1, 2019;
b. upon further extension of participation in the Plan by the Qualified Member under Section 530.010.I.4., if the Qualified Member has commenced receipt of Early Retirement Benefits in accordance with Section 530.010.E. or Section 530.010.I.4.; or	b. upon further extension of participation in the Plan by the Qualified Member under Section 530.010.I.4., if the Qualified Member has commenced receipt of Early Retirement Benefits in accordance with Section 530.010.E. or Section 530.010.I.4.; or
c. if the Qualified Member is classified as 75% FTE or greater after commencement of Retirement Benefits, aggregating all Academic/Non-Academic Appointments with the University for this purpose. When such Member again (i) retires or (ii) in the event of Section 530.010.G.5.c., ceases to be classified as 75% FTE	c. if the Qualified Member is classified as 75% FTE or greater after commencement of Retirement Benefits, aggregating all Academic/Non-Academic Appointments with the University for this purpose. When such Member again (i) retires or (ii) in the event of Section 530.010.G.5.c., ceases to be classified as 75% FTE

	or greater, aggregating all Academic/Non-Academic Appointments with the University for this purpose, benefits shall be determined in accordance with Section 530.010.F., Section 530.010.H., Section 530.010.I. or this Section, as applicable, based on such Member's Final Average Regular Salary and Service Credit, and Final Regular Summer Appointment Salary and Summer Appointment Service Credits, determined by taking into account such Member's Service Credit and Salary both prior to the initial commencement of benefits and subsequent to such Member's reemployment, further extension of participation, or classification as 75% FTE or greater, aggregating all Academic/Non-Academic Appointments with the University for this purpose, as applicable; provided, however, that the amount so determined shall be reduced by the actuarial equivalent of the benefits received prior to such Member's reemployment, further extension of participation, or classification as 75% FTE or greater, aggregating all Academic/Non-Academic	or greater, aggregating all Academic/Non-Academic Appointments with the University for this purpose, benefits shall be determined in accordance with Section 530.010.F., Section 530.010.H., Section 530.010.I. or this Section, as applicable, based on such Member's Final Average Regular Salary and Service Credit, and Final Regular Summer Appointment Salary and Summer Appointment Service Credits, determined by taking into account such Member's Service Credit and Salary both prior to the initial commencement of benefits and subsequent to such Member's reemployment, further extension of participation, or classification as 75% FTE or greater, aggregating all Academic/Non-Academic Appointments with the University for this purpose, as applicable; provided, however, that the amount so determined shall be reduced by the actuarial equivalent of the benefits received prior to such Member's reemployment, further extension of participation, or classification as 75% FTE or greater, aggregating all Academic/Non-Academic

Appointments with the University for this purpose, as applicable and as determined in accordance with the provisions of Section 530.010.J.12; and further provided that for any Member who is reemployed on or after October 1, 2019, no Service Credit, Summer Appointment Service Credit, Salary or Summer Appointment Salary will be earned or taken into account subsequent to such reemployment.	Appointments with the University for this purpose, as applicable and as determined in accordance with the provisions of Section 530.010.J.12; and further provided that for any Member who is reemployed on or after October 1, 2019, no Service Credit, Summer Appointment Service Credit, Salary or Summer Appointment Salary will be earned or taken into account subsequent to such reemployment.

Amendment to Retirement, Disability and Death Benefit Plan	
Section 530.010.G.5A	
Current with Changes	**Proposed**
G. EARLY RETIREMENT BENEFITS **5.A <u>Reemployment, further extension of participation subsequent to Early Retirement, or classification as 75% FTE on a combined Appointment basis subsequent to commencement of Retirement Benefits on or after October 1, 2019 –:</u>** <u>Notwithstanding Section 530.010.G.5 or any provision of this Plan to the contrary, effective October 1, 2019, a Qualified Member's Retirement Benefits shall not cease upon the occurrence of</u>	**G. EARLY RETIREMENT BENEFITS** **5.A Reemployment, further extension of participation subsequent to Early Retirement, or classification as 75% FTE on a combined Appointment basis subsequent to commencement of Retirement Benefits on or after October 1, 2019 –:** Notwithstanding Section 530.010.G.5 or any provision of this Plan to the contrary, effective October 1, 2019, a Qualified Member's Retirement Benefits shall not cease upon the occurrence of

any of the events listed in Section 530.010.G.5 a. - c., provided a previous bona fide termination of employment occurred.	any of the events listed in Section 530.010.G.5 a. - c., provided a previous bona fide termination of employment occurred.

Amendment to the 401(a) Supplemental Retirement Plan	
Section 570.010.A.11	
Current with Changes	**Proposed**
11. Eligible Employee means an employee who is actively employed with the Employer in at least a 75% Full-Time Equivalency position with an appointment duration of at least nine (9) months (for the purpose of this section any individual who is simultaneously employed by the University and the Harry S. Truman Veterans Administration Hospital pursuant to a written agreement between said organizations, and whose joint appointments, combined, otherwise meet the requirements of this section, shall be considered an Eligible Employee). An Eligible Employee shall not include any: a. Per Diem Employee; b. student employee; c. Leased Employee; d. any individuals who are not treated as common law employees by the Employer, even if a court or administrative agency determines that such individuals are common law employees and not independent contractors; ~~and~~ e. employees of a Participating Employer prior to the date the Participating Employer adopts the Plan with the consent of the University~~.~~ ; and f. any Resident. "Resident" means a physician employed by the University of Missouri-Columbia	**11. Eligible Employee** means an employee who is actively employed with the Employer in at least a 75% Full-Time Equivalency position with an appointment duration of at least nine (9) months (for the purpose of this section any individual who is simultaneously employed by the University and the Harry S. Truman Veterans Administration Hospital pursuant to a written agreement between said organizations, and whose joint appointments, combined, otherwise meet the requirements of this section, shall be considered an Eligible Employee). An Eligible Employee shall not include any: a. Per Diem Employee; b. student employee; c. Leased Employee; d. any individuals who are not treated as common law employees by the Employer, even if a court or administrative agency determines that such individuals are common law employees and not independent contractors; e. employees of a Participating Employer prior to the date the Participating Employer adopts the Plan with the consent of the University; and f. any Resident. "Resident" means a physician employed by the University of Missouri-Columbia

Health Sciences Center or the University of Missouri-Kansas City School of Medicine who has completed medical school training, has received a Doctor of Medicine degree, or a Doctor of Osteopathy Degree, or comparable medical degree and is continuing in training to achieve certification by a specialty board. Included in this group are clinical post-doctoral fellows who are engaged in training to qualify them for specialty board certification. These clinical post-doctoral fellows are in accredited fellowship programs. The resident (including post-doctoral fellows in accredited programs) characteristically provides service, teaching and is being trained in a medical discipline. Clinical post-doctoral fellows who are not in an accredited program are not to be considered residents for purposes of the Plan.	Health Sciences Center or the University of Missouri-Kansas City School of Medicine who has completed medical school training, has received a Doctor of Medicine degree, or a Doctor of Osteopathy Degree, or comparable medical degree and is continuing in training to achieve certification by a specialty board. Included in this group are clinical post-doctoral fellows who are engaged in training to qualify them for specialty board certification. These clinical post-doctoral fellows are in accredited fellowship programs. The resident (including post-doctoral fellows in accredited programs) characteristically provides service, teaching and is being trained in a medical discipline. Clinical post-doctoral fellows who are not in an accredited program are not to be considered residents for purposes of the Plan.

Section 570.010.A.37

Current with Changes			**Proposed**		
37. Other Terms. Additional terms as defined in other sections of this Plan as follows:			**37. Other Terms.** Additional terms as defined in other sections of this Plan as follows:		
	Terms	**Sections**		**Terms**	**Sections**
a.	Annual Addition	570.010.E.1.c.	a.	Annual Addition	570.010.E.1.c.
b.	Direct Rollover	570.010.H.3.d.	b.	Direct Rollover	570.010.H.3.d.
c.	Distributee	570.010.H.3.c.	c.	Distributee	570.010.H.3.c.
d.	Eligible Retirement Plan	570.010.H.3.b.	d.	Eligible Retirement Plan	570.010.H.3.b.
e.	Eligible Rollover Distribution	570.010.H.3.a.	e.	Eligible Rollover Distribution	570.010.H.3.a.
f.	Required Beginning Date	570.010.I.5.d.	f.	Required Beginning Date	570.010.I.5.d.
g.	Rollover Contribution	570.010.C.5.b.	g.	Rollover Contribution	570.010.C.5.b.
h.	Rollover Amount	570.010.C.5.b.	h.	Rollover Amount	570.010.C.5.b.
i.	Resident	570.010.A.11	i.	Resident	570.010.A.11

Section 570.010.C.3	
Current with Changes	**Proposed**

3. Participating Employer Contributions a. Nonelective Contributions. The Participating Employer will contribute to the Plan for each payroll period, a Nonelective Contribution in an amount equal to three percent (3%) of each Participant's Compensation for each payroll period. Such contributions will be determined and allocated separately for each Participating Employer and will only be made for the Participants employed by the Participating Employer with respect to Compensation received for services rendered to the Participating Employer. b. Matching Contributions. The Participating Employer will contribute to the Plan, a Matching Contribution in an amount equal to one hundred percent (100%) of the amount contributed by such Participant to the University's 457(b) Eligible Deferred Compensation Plan for each payroll period; provided, however, the Matching	**3. Participating Employer Contributions** a. Nonelective Contributions. The Participating Employer will contribute to the Plan for each payroll period, a Nonelective Contribution in an amount equal to three percent (3%) of each Participant's Compensation for each payroll period. Such contributions will be determined and allocated separately for each Participating Employer and will only be made for the Participants employed by the Participating Employer with respect to Compensation received for services rendered to the Participating Employer. b. Matching Contributions. The Participating Employer will contribute to the Plan, a Matching Contribution in an amount equal to one hundred percent (100%) of the amount contributed by such Participant to the University's 457(b) Eligible Deferred Compensation Plan for each payroll period; provided, however, the Matching

	Contribution will not exceed three percent (3%) of the Participant's Compensation for each payroll period. Such contributions will be determined and allocated separately for each Participating Employer and will only be made for the Participants employed by the Participating Employer with respect to Compensation received for services rendered to the Participating Employer.		Contribution will not exceed three percent (3%) of the Participant's Compensation for each payroll period. Such contributions will be determined and allocated separately for each Participating Employer and will only be made for the Participants employed by the Participating Employer with respect to Compensation received for services rendered to the Participating Employer.
c.	Allocation of Participating Employer Contributions. The Participating Employer Contributions will be allocated to Participant's Account in accordance with the Contribution formula provided in Sections 570.010.C.3.a. and b.	c.	Allocation of Participating Employer Contributions. The Participating Employer Contributions will be allocated to Participant's Account in accordance with the Contribution formula provided in Sections 570.010.C.3.a. and b.
d.	Compensation for purposes of this Section 570.010.C.3. Notwithstanding the foregoing, a Participant's Compensation for each payroll period ending on or after January 1, 2020, under this Section 570.010.C.3 shall include but not be limited to, payments	e.	Compensation for purposes of this Section 570.010.C.3. Notwithstanding the foregoing, a Participant's Compensation for each payroll period ending on or after January 1, 2020, under this Section 570.010.C.3 shall include but not be limited to, payments

	for the following items made in accordance with established University policy: ○ regular pay; ○ shift differential; ○ chancellor's housing allowance; ○ contract pay; ○ sick leave pay; ○ paid time off for work incurred injury; ○ personal days; ○ vacation days; ○ summer session pay; ○ overtime; ○ hiring incentive; ○ additional, extra, or incentive compensation; ○ moving allowance; ○ automobile allowances; ○ commissions. However, Compensation shall not include the following payments/amounts: ○ prizes/awards; ○ tenure buyout; ○ benefit restoration plan; ○ educational assistance;	for the following items made in accordance with established University policy: ○ regular pay; ○ shift differential; ○ chancellor's housing allowance; ○ contract pay; ○ sick leave pay; ○ paid time off for work incurred injury; ○ personal days; ○ vacation days; ○ summer session pay; ○ overtime; ○ hiring incentive; ○ additional, extra, or incentive compensation; ○ moving allowance; ○ automobile allowances; ○ commissions. However, Compensation shall not include the following payments/amounts: ○ prizes/awards; ○ tenure buyout; ○ benefit restoration plan; ○ educational assistance;

○ in lieu of retirement; ○ patent royalties; ○ tips; ○ transition assistance; ○ special services, projects summer terms or intersessions except as provided for in accordance with Section 530.030.A.9.a.; ○ in lieu of vacation other than in the context of a termination of employment; ○ all settlement amounts except where the settlement agreement expressly provides that some or all of the amount shall be deemed Compensation for purposes of retirement benefit calculation; ○ value of furnished/leased automobiles; ○ non-cash compensation.	○ in lieu of retirement; ○ patent royalties; ○ tips; ○ transition assistance; ○ special services, projects summer terms or intersessions except as provided for in accordance with Section 530.030.A.9.a.; ○ in lieu of vacation other than in the context of a termination of employment; ○ all settlement amounts except where the settlement agreement expressly provides that some or all of the amount shall be deemed Compensation for purposes of retirement benefit calculation; ○ value of furnished/leased automobiles; ○ non-cash compensation.

Section 570.010.M.4.b	
Current with Changes	**Proposed**
b. The ~~"Retirement and Staff Benefits Committee"~~ "Total Rewards Advisory Committee" has been appointed to assist the Plan Administrator.	b. The "Total Rewards Advisory Committee" has been appointed to assist the Plan Administrator.

Amendment to the Employee Retirement Investment Plan	
Section 530.030.A.9	
Current with Changes	**Proposed**
9. Compensation means: a. Before January 1, 2020, Compensation for services regularly rendered. Compensation for services regularly rendered shall include, but not be limited to, payments for the following items made in accordance with established University policy: 1) regular pay; 2) shift differential; 3) chancellor's housing allowance; 4) contract pay; 5) sick leave pay; 6) paid time off for work incurred injury; 7) personal days; 8) vacation days; 9) summer session pay. b. Before January 1, 2020, Compensation shall not include the following payments: 1) overtime;	**9. Compensation** means: a. Before January 1, 2020, Compensation for services regularly rendered. Compensation for services regularly rendered shall include, but not be limited to, payments for the following items made in accordance with established University policy: 1) regular pay; 2) shift differential; 3) chancellor's housing allowance; 4) contract pay; 5) sick leave pay; 6) paid time off for work incurred injury; 7) personal days; 8) vacation days; 9) summer session pay. b. Before January 1, 2020, Compensation shall not include the following payments: 1) overtime;

2) relocation incentive; 3) additional, extra, or incentive compensation; 4) prizes/awards, or bonuses; 5) tenure buyout; 6) benefit restoration plan; 7) automobile allowances (or furnished automobiles); 8) educational assistance; 9) in lieu of retirement; 10) moving expenses; 11) patent royalties; 12) tips; 13) transition assistance; 14) commissions (unless specifically authorized by the Plan Administrator); 15) special services, projects summer terms or intersessions except as provided for in accordance with Section 530.030.A.9.a.; 16) in lieu of vacation other than in the context of a termination of employment; 17) all settlement amounts except where the settlement agreement expressly provides that some or all of the amount	2) relocation incentive; 3) additional, extra, or incentive compensation; 4) prizes/awards, or bonuses; 5) tenure buyout; 6) benefit restoration plan; 7) automobile allowances (or furnished automobiles); 8) educational assistance; 9) in lieu of retirement; 10) moving expenses; 11) patent royalties; 12) tips; 13) transition assistance; 14) commissions (unless specifically authorized by the Plan Administrator); 15) special services, projects summer terms or intersessions except as provided for in accordance with Section 530.030.A.9.a.; 16) in lieu of vacation other than in the context of a termination of employment; 17) all settlement amounts except where the settlement agreement expressly provides that some or all of the amount

shall be deemed Compensation for purposes of retirement benefit calculation; 18) non-cash compensation.	shall be deemed Compensation for purposes of retirement benefit calculation; 18) non-cash compensation.
c. On or after January 1, 2020, Compensation for services regularly rendered. Compensation for services regularly rendered shall include, but not be limited to, payments for the following items made in accordance with established University policy: 1) regular pay; 2) shift differential; 3) chancellor's housing allowance; 4) contract pay; 5) sick leave pay; 6) paid time off for work incurred injury; 7) personal days; 8) vacation days; 9) summer session pay~~.~~; 10) overtime; 11) hiring incentive; 12) additional, extra, or incentive compensation; 13) moving allowance; 14) automobile allowances; 15) commissions.	c. On or after January 1, 2020, Compensation for services regularly rendered. Compensation for services regularly rendered shall include, but not be limited to, payments for the following items made in accordance with established University policy: 1) regular pay; 2) shift differential; 3) chancellor's housing allowance; 4) contract pay; 5) sick leave pay; 6) paid time off for work incurred injury; 7) personal days; 8) vacation days; 9) summer session pay~~.~~; 10) overtime; 11) hiring incentive; 12) additional, extra, or incentive compensation; 13) moving allowance; 14) automobile allowances; 15) commissions.
d. On or after January 1, 2020, Compensation shall	d. On or after January 1, 2020, Compensation shall not

not include the following payments/amounts: 1) prizes/awards; 2) tenure buyout; 3) benefit restoration plan; 4) educational assistance; 5) in lieu of retirement; 6) patent royalties; 7) tips; 8) transition assistance; 9) special services, projects summer terms or intersessions except as provided for in accordance with Section 530.030.A.9.a.; 10) in lieu of vacation other than in the context of a termination of employment; 11) all settlement amounts except where the settlement agreement expressly provides that some or all of the amount shall be deemed Compensation for purposes of retirement benefit calculation; 12) value of furnished/leased automobiles; 13) non-cash compensation.	include the following payments/amounts: 1) prizes/awards; 2) tenure buyout; 3) benefit restoration plan; 4) educational assistance; 5) in lieu of retirement; 6) patent royalties; 7) tips; 8) transition assistance; 9) special services, projects summer terms or intersessions except as provided for in accordance with Section 530.030.A.9.a.; 10) in lieu of vacation other than in the context of a termination of employment; 11) all settlement amounts except where the settlement agreement expressly provides that some or all of the amount shall be deemed Compensation for purposes of retirement benefit calculation; 12) value of furnished/leased automobiles; 13) non-cash compensation.

~~ee~~. Compensation shall include amounts contributed by the University pursuant to an employee election, which is not includible in the gross income of the employee under Code Sections 125, 402(e)(3), 402(h), 403(b), 408(p), 132(f)(4), 457 and 414(h)(2).	e. Compensation shall include amounts contributed by the University pursuant to an employee election, which is not includible in the gross income of the employee under Code Sections 125, 402(e)(3), 402(h), 403(b), 408(p), 132(f)(4), 457 and 414(h)(2).
~~df~~. Compensation shall include all compensation paid from University funds and other funds controlled by the University, for any Participant whose full-time employment is under the control and direction of the University, but who renders only part-time services for the teaching and research programs of the University and the compensation for the remainder of whose services is paid from funds under the control of the University, other than University funds.	f. Compensation shall include all compensation paid from University funds and other funds controlled by the University, for any Participant whose full-time employment is under the control and direction of the University, but who renders only part-time services for the teaching and research programs of the University and the compensation for the remainder of whose services is paid from funds under the control of the University, other than University funds.
~~eg~~. Compensation for a Plan Year shall also include Compensation paid by the later of 2 ½ months after an employee's Severance from Employment with the University or the end of the Plan Year that includes the date of the employee's Severance from Employment with the University, if the payment is regular compensation for services, as defined in Section 530.030.A.9.a. Any payments not described above shall not be considered Compensation if paid after Severance from Employment, even if they are paid by the later of 2 ½ months after the date of Severance from Employment or the end of the Limitation Year that includes the date of Severance from Employment.	g. Compensation for a Plan Year shall also include Compensation paid by the later of 2 ½ months after an employee's Severance from Employment with the University or the end of the Plan Year that includes the date of the employee's Severance from Employment with the University, if the payment is regular compensation for services, as defined in Section 530.030.A.9.a. Any payments not described above shall not be considered Compensation if paid after Severance from Employment, even if they are paid by the later of 2 ½ months after the date of Severance from Employment or the end of the Limitation Year that includes the date of Severance from Employment.
~~fh~~. Annual Compensation of each Participant taken into account in determining allocations shall not exceed the maximum amount specified in Code Section 401(a)(17)(A), as adjusted for cost-of-living increases. Annual	h. Annual Compensation of each Participant taken into account in determining allocations shall not exceed the maximum amount specified in Code Section 401(a)(17)(A), as adjusted for cost-of-living increases. Annual

Compensation means Compensation during the Plan Year (the "determination period"). The cost-of-living adjustment in effect for a calendar year applies to annual Compensation for the determination period that begins with or within such calendar year. If a determination period consists of fewer than 12 months the annual Compensation limit is an amount equal to the otherwise applicable annual Compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12. If Compensation for any prior determination period is taken into account in determining a Participant's allocations for the current Plan Year, the Compensation for such prior determination period is subject to the applicable annual Compensation limit in effect for that prior period.	Compensation means Compensation during the Plan Year (the "determination period"). The cost-of-living adjustment in effect for a calendar year applies to annual Compensation for the determination period that begins with or within such calendar year. If a determination period consists of fewer than 12 months the annual Compensation limit is an amount equal to the otherwise applicable annual Compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12. If Compensation for any prior determination period is taken into account in determining a Participant's allocations for the current Plan Year, the Compensation for such prior determination period is subject to the applicable annual Compensation limit in effect for that prior period.

13. Amendment, Collected Rules and Regulations 340.050, Vacation to Update Terminology in Alignment with CRR 340.030, Sick Leave approved in June 2018 –

Collected Rules and Regulations
Personnel
Chapter 340: Employee Absences

340.050 Vacation

Bd. Min. 7-16-58, p. 13,307, as amended 6-28-68, p. 33,907; Amended 9-7-79; Amended 7-30-82, effective 9-1-82; Bd. Min. 7-15-86; Amended 9-26-97; Amended Bd. Min. 7-17-98; Amended Bd. Min. 7-19-02; Amended Bd. Min 9-13-13; Amended Bd. Min. effective 10-1-19; Amended Bd. Min. 09-26-19.

A. Eligibility

1. Eligible Employees – Benefit-eligible full-time administrative, service and support employees and certain non-regular academic employees as approved by the chancellor and president who have satisfied appropriate

probationary periods shall be eligible for paid vacation time accrued from the date of employment.

2. Ineligible Employees -- Employees with primary titles that are administrative, service and support who are exempt from classification because their positions are primarily directing instructional or research activities are not subject to this policy.

B. Accruals

1. Hourly Paid, Nonexempt Employees – Eligible hourly paid, nonexempt employees accrue vacation time over each pay period at the following rate:
   - 0-5 years inclusive: 12 days
   - Over 5 years: 17 days
   - Over 15 years: 22 days

2. Monthly Paid, Exempt Employees – Eligible monthly paid, exempt employees accrue vacation time over each pay period at the following rate:
   - 0-5 years inclusive: 17 days
   - Over 5 years: 22 days

C. Credit for vacation accumulates during vacations, sick leave, excused absence with pay and any leave of absence without pay granted for an on-the-job injury compensable under Workers' Compensation. Vacation accruals will be available to the employee only after returning to work in regular status

D. Conditions Governing Vacation Accruals

1. Vacation is available for use once it is accrued, subject to appropriate supervisory approval.
2. Extra pay shall not be made in lieu of vacation leave.
3. Employees working on a basis of 75 percent - 99 percent full-time equivalence or more will accrue vacation time on a pro-rata basis.

E. Maximum Accruals -- An employee shall be permitted to accumulate two times the allowed vacation earned each year.

The motion carried unanimously (7-0) by voice vote with no abstentions.

Board of Curators standing committee Chair reports began at 11:25 A.M. and concluded at 12:35 P.M. on Thursday, September 26, 2019. Committee actions were presented to the full Board for action following committee votes taken during committee meetings held the week of September 16, 2019.

Finance Committee

Curator Brncic provided time for discussion of committee business.

Information

1. UM Fiscal Year 19 Financial Status Report – Presented by Vice President Rapp (information and slides on file)

Preliminary Five-Year Capital Plans for MU, MU Health Care, Missouri S&T, UMKC, and UMSL – Presented by Vice President Rapp (information and slides on file)

It was recommended by Chancellor Cartwright, Chancellor Agrawal, Chancellor Dehghani, and Interim Chancellor Sobolik, endorsed by President Choi, recommended by the Finance Committee, moved by Curator Brncic and seconded by Curator Layman, that the:

MU: Preliminary Strategic Projects Development Plan:
- Satellite Boiler Plant – Research Commons
- Pickard Hall – Decommissioning and Mitigation
- Veterinary Medical Diagnostic Laboratory Replacement
- New Journalism Building – Replace and Redevelop Neff Hall & Addition Site

MU Health Care Preliminary Capital Plan included in Finance Plan:
- Inpatient Expansion – Women's & Children's Hospital
- Ambulatory Facility/Medical Office Building
- Inpatient Expansion – University Hospital

UMKC: Preliminary Capital Plan included in Finance Plan:
- UMKC Conservatory

Preliminary Strategic Projects Development Plan:

- Spencer Chemistry-Biological Science Renovation Phase II
- Health Sciences Interprofessional Education and Research Building
- 4747/4825 Troost Redevelopment
- New Student Housing
- Epperson House Renovation

S&T: Preliminary Capital Plan included in Finance Plan:

- Schrenk Hall Addition and Renovation - Phase III
- Engineering Research Lab Addition and Renovation
- Library/Learning Commons
- McNutt Hall Addition

UMSL: Preliminary Strategic Projects Development Plan:

- Space Consolidation & Infrastructure
- Social Science Building Renovation
- Stadler Hall Renovation

be approved for further planning and development.

The motion carried unanimously (8-0) by voice vote with no abstentions.

Academic, Student Affairs and Research and Economic Development Chair Report

Curator Chatman provided an overview of committee business.

New Degree Program, Bachelor of Arts, Organizational Leadership, UMSL – presented by Senior Associate Vice President Steve Graham (information on file)

It was recommended by Sr. Associate Vice President Steve Graham, endorsed by President Mun Choi, recommended by the Academic, Student Affairs, & RED Committee, moved by Curator Chatman, seconded by Curator Snowden, that the following action be approved:

that the University of Missouri, St. Louis be authorized to submit the attached proposal for a BA Organizational Leadership to the Coordinating Board for Higher Education for approval.

The motion carried unanimously (8-0) by voice vote with no abstentions.

New Degree Program, Masters of Science, Business, MU – presented by Senior Associate Vice President Steve Graham (information on file)

It was recommended by Sr. Associate Vice President Steve Graham, endorsed by President Mun Choi, recommended by the Academic, Student Affairs, & RED Committee, moved by Curator Chatman, seconded by Curator Snowden, that the following action be approved:

> that the University of Missouri, Columbia be authorized to submit the attached proposal for a MS Business to the Coordinating Board for Higher Education for approval.
>
> The motion carried unanimously (8-0) by voice vote with no abstentions.

New Degree Program, Bachelor of Science, Sport Management, UMSL – presented by Senior Associate Vice President Steve Graham (information on file)

It was recommended by Sr. Associate Vice President Steve Graham, endorsed by President Mun Choi, recommended by the Academic, Student Affairs, & RED Committee, moved by Curator Chatman, seconded by Curator Snowden, that the following action be approved:

> that the University of Missouri, St. Louis be authorized to submit the attached proposal for a BS Sport Management to the Coordinating Board for Higher Education for approval.
>
> The motion carried unanimously (8-0) by voice vote with no abstentions.

New Degree Program, Bachelor of Health Science, Occupational Therapy Assistant, MU – presented by Senior Associate Vice President Steve Graham (information on file)

It was recommended by Sr. Associate Vice President Steve Graham, endorsed by President Mun Choi, recommended by the Academic, Student Affairs, & RED Committee, moved by Curator Chatman, seconded by Curator Snowden , that the following action be approved:

that the University of Missouri, Columbia be authorized to submit the attached proposal for a BHS Occupational Therapy Assistant to the Coordinating Board for Higher Education for approval.
The motion carried unanimously (8-0) by voice vote with no abstentions.

Amendment to Collected Rules and Regulations 340.070, Faculty Leave – presented by Senior Associate Vice President Steve Graham (information on file)

It was recommended by Senior Associate Vice President Steve Graham and endorsed by President Mun Y. Choi, recommended by the Academic, Student and External Affairs Committee, moved by Curator Chatman, seconded by Curator Graham, that the following action by approved:

that Collected Rules and Regulations, Section 340.070, Faculty Leave, be revised as attached (and as on file with the minutes of this meeting).

Collected Rules and Regulations
Personnel
Chapter 340: Employee Absences
340.070 Faculty Leave

Bd. Min. 1-31-08; Amended 2-06-09; Amended 12-10-10; Amended 7-27-12; Amended 2-9-17; Amended Bd. Min 4-12-18; Amended Bd. Min 09-26-18.

A. **Professional Leave** – Within the specifications described below, each campus will develop an application and review process to approve leaves and stipulate the duration (not to exceed one year) and support associated for each leave aligned with institutional priorities and commensurate with available resources. All faculty members who accept a paid leave must state their intention to return to the University for the same amount of time they plan to be gone. Return of the faculty member for such period of time does not guarantee that the period of such leave shall be taken into account as service credit for purposes of any University retirement plan. Exemptions to returning to the University at the conclusion of the leave can only be granted by the president upon recommendation of the chancellor. Additionally, all faculty members must file a report on the accomplishments during the leave period as specified by their chancellor or chancellor's designee.
    1. **Research Leave**. Tenured, tenure-track, and full-time, ranked non-tenure track research faculty members with established scholarly, artistic or research records are eligible to apply for a research leave. A research leave

may be taken for a period of time up to a full year. If a faculty member receives an external fellowship or grant support for a research leave, the University may supplement such support to provide full regular salary; if such external support is not received, the University may provide full regular salary. Additional travel funds and leave related expenses may be provided as deemed appropriate.

2. **Development Leave**. Tenured, tenure-track and full-time, ranked non-tenure track faculty members are eligible to apply for a development leave to pursue personal, professional, instructional, or administrative development. Development leave may be taken for a period of time up to a full year. If a faculty member receives external fellowship or grant support for a development leave, the University may supplement such support to provide full regular salary; if such external support is not received, the University may provide full regular salary. Additional travel funds and leave related expenses may be provided as deemed appropriate.
3. **Sabbatical Leave**. Tenured faculty members are eligible to apply for a sabbatical leave after six or more years of service, and can reapply for subsequent sabbatical leaves six years after the prior sabbatical leave. Sabbatical leaves may be taken for a period of time up to a full year. A faculty member on a sabbatical leave will receive up to one-half their regular annual salary. Additional travel funds and leave related expenses may be provided as deemed appropriate.

B. **Personal Leave** – Within the specifications described below, each campus will develop an application and review process to approve personal leaves and stipulate the duration (not to exceed one year) and support associated for each leave. All leaves must be documented in writing, recorded, and approved by signature of the provost or designee.
    1. **Leave of Absence**. Faculty members may apply for a personal leave without pay. A leave of absence may be granted in cases of exceptional personal or institutional reasons, such as medical leave beyond the requirements of the Family and Medical Leave Act (FMLA). A leave of absence without pay may be granted for a period not to exceed one year and may not extend past the ending date of the faculty member's appointment. Any extension of the one year limit must be approved by the chancellor.
    2. **Paid Family and Medical Leave**
        1. A tenured, or tenure-track faculty member, or full-time, ranked non-tenure track faculty member as defined in Section 310.035, who is eligible for family and medical leave (see Section 340.010) will be paid, up to 12 weeks, during any portion of such leave that occurs during the faculty member's normally scheduled work duties. Paid family and medical leaves cannot exceed more than two 12-week paid leaves within a six-year period. Additional leaves during any six-year period will be unpaid. However, if such faculty member is

covered by another approved University vacation/sick leave policy, the provisions of such vacation/sick leave policy shall apply in determining the extent to which the family and medical leave shall be paid.

2. Under no circumstance can a faculty member exceed 12 weeks of family and medical leave within any 12-month period unless such leave is for covered service member leave for which the maximum is described in Section 340.010. However, given that the traditional semester is 16-weeks in duration, it is important not to interrupt the teaching and learning environment of students. Therefore, any faculty member who would normally have teaching responsibilities and is returning from a family and medical leave mid-semester will not be expected to return to the classroom until the start of a new term. In order to receive pay upon the return from a 12-week family and medical leave or a 26-week covered service member leave, a differentiated work load must be negotiated. This differentiated work load must be documented in writing and approved by the department chair, dean[1] and the provost or designee. If negotiated, the faculty member may be eligible to receive pay for the remainder of the semester. Faculty members who take family and medical leave, either paid or unpaid, shall not, because of such leave, be assigned heavier work load or be otherwise discriminated against.

C. **Military Leave** – See Section 340.010 and the HR Policy Manual for further information regarding military leave.

[1] On campuses with no schools or colleges and, therefore, no deans, there is no requirement for approval by the dean.

The motion carried unanimously (8-0) by voice vote with no abstentions.

External Affairs, Marketing and Advancement Chair Report

Curator Graham provided an overview of committee business.

Information

1. Strategic Communications and Marketing Year-End Reports (slides on file)
2. Advancement Reports (slides on file)
    - Ms. Lisa Baronio, Chief Advancement Officer/UMKC Foundation President, presented a report for UMKC.

Health Affairs Committee Chair Report

Curator Graham provided an overview of committee business.

Information
1. MU Health Care Chief Executive Officer and School of Medicine Interim Dean Update – (slides on file)
2. Update on Executive Vice Chancellor Position – presented by President Choi
3. Quarterly Financial Update (slides on file)
4. Compliance and Corporate Integrity Agreement Report (slides and information on file)

Resolution, Corporate Integrity Agreement for Health Affairs Committee Members and Minutes from the January 29, 2019 Health Affairs Committee Meeting were both approved by the Committee at their September 18, 2019 meeting. Information on file with the minutes of this meeting.

Audit Committee Chair Report

Curator Layman provided an overview of committee business.

Information
1. UM Internal Audit and Consulting Quarterly Report (information on file)

Compensation and Human Resources Committee Meeting

Curator Snowden provided time for discussion of committee business.

A resolution for an executive session of this committee was approved by the Committee at their September 18, 2019 meeting.

Recessed the Board of Curators meeting at 12:35 pm for a luncheon.

Luncheon by Invitation for the Board of Curators, President, University of Missouri System Leaders, University of Missouri – Kansas City Faculty and Student Leaders
Location: Multipurpose Room 401 B & C, Student Union
Topic: Educating Through Discovery

RECONVENED PUBLIC SESSION

A meeting of the University of Missouri Board of Curators reconvened in public session at 2:00 P.M., on Thursday, September 26, 2019, Multipurpose Room 401 A&D of the Student Union, University of Missouri – Kansas City campus, Kansas City, Missouri, pursuant to public notice given of said meeting. Curator Jon T. Sundvold, Chair of the Board of Curators, presided over the meeting.

Present
The Honorable Julia G. Brncic
The Honorable Darryl M. Chatman
The Honorable Maurice B. Graham
The Honorable Jeffrey L. Layman
The Honorable Phillip H. Snowden
The Honorable David L. Steelman
The Honorable Jon T. Sundvold
The Honorable Michael A. Williams

Also Present
Dr. Mun Y. Choi, President
Mr. Stephen J. Owens, General Counsel
Ms. Cindy Harmon, Secretary of the Board of Curators
Mr. Avery Welker, Student Representative to the Board of Curators
Dr. C. Mauli Agrawal, Chancellor, University of Missouri – Kansas City
Dr. Alexander Cartwright, Chancellor for University of Missouri-Columbia
Mr. Jonathan Curtright, Chief Executive Officer, MU Health Care
Dr. Mohammad Dehghani, Chancellor, Missouri University of Science and Technology
Ms. Kamrhan Farwell, Chief Marketing and Communications Officer
Ms. Marsha Fischer, Associate Vice President for Human Resources and Chief Human Resources Officer
Dr. Steven W. Graham, Senior Associate Vice President for Academic Affairs
Ms. Christine Holt, Chief of Staff, UM System
Ms. Michelle M. Piranio, Chief Audit and Compliance Officer
Mr. Ryan D. Rapp, Vice President for Finance and Chief Financial Officer
Dr. Kristin Sobolik, Interim Chancellor for University of Missouri-St. Louis
Dr. Marshall Stewart, Vice Chancellor, Extension and Engagement
Mr. Christian Basi, Director of Media Relations
Media representatives

General Business

University of Missouri – Kansas City Campus Highlights – presented by Chancellor Agrawal (slides on file for this information item)

Strategic Theme Discussion – How to Improve Teaching and Learning – Presented by Senior Associate Vice President Graham and the four university Provost; Dr. Latha Ramchand, Dr. Kristin Sobolik, Dr. Stephen Roberts and Dr. Barbara Bichelmeyer (slides on file)

An overview was presented and discussion held regarding evaluation of the teaching process and expectations for teaching performance at each of the universities and initiatives for improvement.

Good and Welfare of the Board – No discussion.

The public session and committee meetings of the Board of Curators meeting, September 26, 2019 recessed at 3:15 PM.

Board of Curators Meeting – Executive Session

A meeting of the University of Missouri Board of Curators was convened in executive session at 3:40 P.M., on Thursday, September 26, 2019, Room 402, University of Missouri – Kansas City campus, Kansas City, Missouri, pursuant to public notice given of said meeting. Curator Jon T. Sundvold, Chair of the Board of Curators, presided over the meeting.

Present
The Honorable Julia G. Brncic
The Honorable Darryl M. Chatman
The Honorable Maurice B. Graham
The Honorable Jeffrey L. Layman
The Honorable Phillip H. Snowden
The Honorable David L. Steelman
The Honorable Jon T. Sundvold
The Honorable Michael A. Williams

Also Present
Dr. Mun Y. Choi, President
Mr. Stephen J. Owens, General Counsel
Ms. Cindy Harmon, Secretary of the Board of Curators
Mr. Avery Welker, Student Representative to the Board of Curators
Ms. Kamrhan Farwell, Chief Marketing and Communications Officer
Ms. Marsha Fischer, Associate Vice President for Human Resources and Chief Human Resources Officer
Ms. Christine Holt, Chief of Staff, UM System
Mr. Ryan Rapp, Vice President of Finance and Chief Financial Officer

Review of Consent Agenda – Executive Session – No discussion.

Consent Agenda – Executive Session

It was endorsed by President Choi, moved by Curator Graham and seconded by Curator Snowden, that the following items be approved by consent agenda:

CLOSED CONSENT AGENDA

Action

1. Curators' Distinguished Teaching Professor Emeritus, Michael Budds, MU
2. Curators' Distinguished Professor Emerita, M. Lynne Cooper, MU
3. Curators' Distinguished Professor Emeritus, James M. Keller, MU
4. Curators' Distinguished Professor Emeritus, Sudarshan K. Loyalka, MU
5. Curators' Distinguished Teaching Professor Emeritus, Peter J. Markie, MU
6. Curators' Distinguished Professor Emeritus, A. Mark Smith, MU
7. Curators' Distinguished Professor Emeritus, Jonathan Sperber, MU
8. Curators' Distinguished Teaching Professor Emerita, Joan Dean, UMKC
9. Curators' Distinguished Professor Emerita, Barbara Carol Harbach, UMSL
10. Curators' Distinguished Professor Emerita, Cheryl Black, MU
11. Curators' Distinguished Teaching Professor Emerita, Suzanne Burgoyne, MU
12. Curators' Distinguished Professor Emeritus, Robert Ricklefs, UMSL
13. Curators' Distinguished Teaching Professor, William Horner, MU
14. Curators' Distinguished Professor, Keith Herman, MU
15. Curators' Distinguished Professor Alexander Koldobsky, MU
16. Curators' Distinguished Professor, J. Chris Pires, MU
17. Curators' Distinguished Professor, Robert E. Sharp, MU
18. Curators; Distinguished Professor, Wendy S. Slutske, MU
19. Curators' Distinguished Professor, Arthur G. Suits, MU
20. Curators' Distinguished Professor Emeritus, Max Skidmore, UMKC
21. [305]Property Sale, UMSL
22. [306]Property Lease, MUHC
23. [307]Property Lease, MU
24. Curators' Distinguished Professor Emeritus, Alfred Crosbie, S&T

1. Curators' Distinguished Teaching Professor Emeritus, Michael Budds, MU

   that upon the recommendation of Chancellor Cartwright, the Provost, and the Senior Associate Vice President for Academic Affairs, it is recommended that Professor

Michael J. Budds be named to the position University of Missouri Curators' Distinguished Teaching Professor Emeritus, effective 09/01/2019.

2. Curators' Distinguished Professor Emerita, M. Lynne Cooper, MU

   that upon the recommendation of Chancellor Cartwright, the Provost, and the Senior Associate Vice President for Academic Affairs, it is recommended that Professor M. Lynne Cooper be named to the position University of Missouri Curators' Distinguished Professor Emerita, effective 09/01/2019.

3. Curators' Distinguished Professor Emeritus, James M. Keller, MU

   that upon the recommendation of Chancellor Cartwright, the Provost, and the Senior Associate Vice President for Academic Affairs, it is recommended that Professor M. Lynne Cooper be named to the position University of Missouri Curators' Distinguished Professor Emerita, effective 09/01/2019.

4. Curators' Distinguished Professor Emeritus, Sudarshan K. Loyalka, MU

   that upon the recommendation of Chancellor Cartwright, the Provost, and the Senior Associate Vice President for Academic Affairs, it is recommended that Professor Sudarshan K. Loyalka be named to the position University of Missouri Curators' Distinguished Professor Emeritus, effective 09/01/2019.

5. Curators' Distinguished Teaching Professor Emeritus, Peter J. Markie, MU

   that upon the recommendation of Chancellor Cartwright, the Provost, and the Senior Associate Vice President for Academic Affairs, it is recommended that Professor Peter J. Markie be named to the position University of Missouri Curators' Distinguished Teaching Professor Emeritus, effective 09/01/2019.

6. Curators' Distinguished Professor Emeritus, A. Mark Smith, MU

   that upon the recommendation of Chancellor Cartwright, the Provost, and the Senior Associate Vice President for Academic Affairs, it is recommended that Professor A. Mark Smith be named to the position University of Missouri Curators' Distinguished Professor Emeritus, effective 09/01/2019.

7. Curators' Distinguished Professor Emeritus, Jonathan Sperber, MU

   that upon the recommendation of Chancellor Cartwright, the Provost, and the Senior Associate Vice President for Academic Affairs, it is recommended that Professor

Jonathan Sperber be named to the position University of Missouri Curators' Distinguished Professor Emeritus, effective 09/01/2019.

8. Curators' Distinguished Teaching Professor Emerita, Joan Dean, UMKC

   that upon the recommendation of Chancellor Agrawal, the Provost, and the Senior Associate Vice President for Academic Affairs, it is recommended that Professor Joan Dean be named to the position University of Missouri Curators' Distinguished Teaching Professor Emerita, effective 10/01/2019.

9. Curators' Distinguished Professor Emerita, Barbara Carol Harbach, UMSL

   that upon the recommendation of Chancellor George, the Provost, and the Senior Associate Vice President for Academic Affairs, it is recommended that Professor Barbara Carol Harbach be named to the position University of Missouri Curators' Distinguished Professor Emerita, effective 09/01/2019.

10. Curators' Distinguished Professor Emerita, Cheryl Black, MU

    that upon the recommendation of Chancellor Cartwright, the Provost, and the Senior Associate Vice President for Academic Affairs, it is recommended that Professor Cheryl Black be named to the position University of Missouri Curators' Distinguished Teaching Professor Emerita, effective 09/01/2019.

11. Curators' Distinguished Teaching Professor Emerita, Suzanne Burgoyne, MU

    that upon the recommendation of Chancellor Cartwright, the Provost, and the Senior Associate Vice President for Academic Affairs, it is recommended that Professor Suzanne Burgoyne be named to the position University of Missouri Curators' Distinguished Teaching Professor Emerita, effective 09/01/2019.

12. Curators' Distinguished Professor Emeritus, Robert Ricklefs, UMSL

    that upon the recommendation of Chancellor Cartwright, the Provost, and the Senior Associate Vice President for Academic Affairs, it is recommended that Professor Ricklefs be named to the position University of Missouri Curators' Distinguished Professor Emeritus, effective 09/01/2019.

13. Curators' Distinguished Teaching Professor, William Horner, MU

    that upon the recommendation of Chancellor Cartwright, the Provost, and the Senior Associate Vice President for Academic Affairs, it is recommended that Professor Horner be named to the position University of Missouri Curators' Distinguished Teaching Professor, effective 09/01/2019. Professor Horner will receive a $10,000

annual stipend as long as he holds this position. $5,000 will go to increased compensation (salary and benefits less applicable taxes) with the remaining $5,000 available for professional expenses associated with his teaching, research, or creative activities. In accordance with Collected Rules and Regulations, 320.070, this appointment is for a period of five years which may be renewed at the discretion of the Chancellor.

14. Curators' Distinguished Professor, Keith Herman, MU

that upon the recommendation of Chancellor Cartwright, the Provost, and the Senior Associate Vice President for Academic Affairs, it is recommended that Professor Herman be named to the position University of Missouri Curators' Distinguished Teaching Professor, effective 09/01/2019. Professor Herman will receive a $10,000 annual stipend as long as he holds this position. $5,000 will go to increased compensation (salary and benefits less applicable taxes) with the remaining $5,000 available for professional expenses associated with his teaching, research, or creative activities. In accordance with Collected Rules and Regulations, 320.070, this appointment is for a period of five years which may be renewed at the discretion of the Chancellor.

15. Curators' Distinguished Professor, Alexander Koldobsky, MU

that upon the recommendation of Chancellor Cartwright, the Provost, and the Senior Associate Vice President for Academic Affairs, it is recommended that Professor Koldobsky be named to the position University of Missouri Curators' Distinguished Teaching Professor, effective 09/01/2019. Professor Koldobsky will receive a $10,000 annual stipend as long as he holds this position. $5,000 will go to increased compensation (salary and benefits less applicable taxes) with the remaining $5,000 available for professional expenses associated with his teaching, research, or creative activities. In accordance with Collected Rules and Regulations, 320.070, this appointment is for a period of five years which may be renewed at the discretion of the Chancellor.

16. Curators' Distinguished Professor, J. Chris Pires, MU

that upon the recommendation of Chancellor Cartwright, the Provost, and the Senior Associate Vice President for Academic Affairs, it is recommended that Professor Pires be named to the position University of Missouri Curators' Distinguished Teaching Professor, effective 09/01/2019. Professor Pires will receive a $10,000 annual stipend as long as he holds this position. $5,000 will go to increased compensation (salary and benefits less applicable taxes) with the remaining $5,000 available for professional expenses associated with his teaching, research, or creative activities. In accordance with Collected Rules and Regulations, 320.070, this

appointment is for a period of five years which may be renewed at the discretion of the Chancellor.

17. Curators' Distinguished Professor, Robert E. Sharp, MU

that upon the recommendation of Chancellor Cartwright, the Provost, and the Senior Associate Vice President for Academic Affairs, it is recommended that Professor Sharp be named to the position University of Missouri Curators' Distinguished Teaching Professor, effective 09/01/2019. Professor Sharp will receive a $10,000 annual stipend as long as he holds this position. $5,000 will go to increased compensation (salary and benefits less applicable taxes) with the remaining $5,000 available for professional expenses associated with his teaching, research, or creative activities. In accordance with Collected Rules and Regulations, 320.070, this appointment is for a period of five years which may be renewed at the discretion of the Chancellor.

18. Curators' Distinguished Professor, Wendy S. Slutske, MU

that upon the recommendation of Chancellor Cartwright, the Provost, and the Senior Associate Vice President for Academic Affairs, it is recommended that Professor Slutske be named to the position University of Missouri Curators' Distinguished Teaching Professor, effective 09/01/2019. Professor Slutske will receive a $10,000 annual stipend as long as she holds this position. $5,000 will go to increased compensation (salary and benefits less applicable taxes) with the remaining $5,000 available for professional expenses associated with her teaching, research, or creative activities. In accordance with Collected Rules and Regulations, 320.070, this appointment is for a period of five years which may be renewed at the discretion of the Chancellor.

19. Curators' Distinguished Professor, Arthur G. Suits, MU

that upon the recommendation of Chancellor Cartwright, the Provost, and the Senior Associate Vice President for Academic Affairs, it is recommended that Professor Suits be named to the position University of Missouri Curators' Distinguished Teaching Professor, effective 09/01/2019. Professor Suits will receive a $10,000 annual stipend as long as he holds this position. $5,000 will go to increased compensation (salary and benefits less applicable taxes) with the remaining $5,000 available for professional expenses associated with his teaching, research, or creative activities. In accordance with Collected Rules and Regulations, 320.070, this appointment is for a period of five years which may be renewed at the discretion of the Chancellor.

20. Curators' Distinguished Professor Emeritus, Max Skidmore, UMKC

that upon the recommendation of Chancellor Cartwright, the Provost, and the Senior Associate Vice President for Academic Affairs, it is recommended that Professor Max Skidmore be named to the position University of Missouri Curators' Distinguished Professor Emeritus, effective 09/01/2019.

21. [305]Property Sale, UMSL - this item may be given public notice upon its completion.

22. [306]Property Lease, MUHC - this item may be given public notice upon its completion.

23. [307]Property Lease, MU - this item may be given public notice upon its completion

24. Curators' Distinguished Professor Emeritus, Alfred Crosbie, S&T

that upon the recommendation of Chancellor Dehghani the Provost, and the Senior Associate Vice President for Academic Affairs, it is recommended that Professor Alfred Crosbie be named to the position University of Missouri Curators' Distinguished Professor Emeritus, effective 09/01/2019.

Roll Call Vote of the Full Board:

Curator Brncic was absent for vote.
Curator Chatman voted yes.
Curator Graham voted yes.
Curator Layman voted yes.
Curator Snowden voted yes.
Curator Steelman voted yes.
Curator Sundvold voted yes.
Curator Williams voted yes.

The motion carried.

Compensation and Human Resources Committee – Executive Session

Vice President Rapp, Associate Vice President Fischer, Chief of Staff Holt and Chief Marketing and Communication Officer Farwell excused themselves from the meeting.

Annual Performance Review, President Mun Y. Choi

It was recommended by the Compensation and Human Resources Committee, moved by Curator Snowden and seconded by Curator Steelman, that based on the review of the performance of President, Mun Y. Choi for the period July 1, 2018 through June 30,

2019, the Board of Curators approves that the Executive Committee of the Board offer President Choi an increase in his base salary of up to 6%, effective September 1, 2019, and that Human Resources conduct a market analysis to compare his total compensation to other comparable positions.

Roll call vote of Board of Curators:

Curator Brncic voted yes.
Curator Chatman voted yes.
Curator Graham voted yes.
Curator Layman voted yes.
Curator Snowden voted yes.
Curator Steelman voted yes.
Curator Sundvold voted yes.
Curator Williams voted yes.

The motion carried.

*The Executive Committee met with President Choi and they agreed to a 4% increase in his base salary effective September 1, 2019.

Vice President Rapp, Associate Vice President Fischer, Chief of Staff Holt and Chief Marketing and Communication Officer Farwell rejoined the meeting.

Annual Performance and Merit Compensation Adjustment for the Treasurer of the University of Missouri System, Tom Richards

It was recommended by the Compensation and Human Resources Committee, moved by Curator Snowden and seconded by Graham, that based on the review of the performance of Treasurer, Tom Richards for the period July 1, 2018 through June 30, 2019, the Board of Curators approves that the base salary of Tom Richards be increased by 4%, effective September 1, 2019.

Roll call vote of Board of Curators:

Curator Brncic voted yes.
Curator Chatman voted yes.

Curator Grahman voted yes.
Curator Layman voted yes.
Curator Snowden voted yes.
Curator Steelman voted yes.
Curator Sundvold voted yes.
Curator Williams voted yes.

The motion carried.

Change in Appointment for Ryan Rapp and Tom Richards

It was recommended by President Choi and the Compensation and Human Resources Committee, moved by Curator Snowden and seconded by Steelman, that

pursuant to Collected Rule and Regulation (CRR) 320.020, the Board approves the change in appointment of Vice President for Finance and Chief Financial Officer Ryan Rapp to the position of Vice President for Finance, Chief Financial Officer and Treasurer; and that

pursuant to RSMo. 172.100, CRR 10.030.C.8 and 20.030, the Board delegates to the President its authority to set the compensation of the Treasurer under RSMo. Section 172.190.

Roll call vote of Board of Curators:

Curator Brncic voted yes.
Curator Chatman voted yes.
Curator Graham voted yes.
Curator Layman voted yes.
Curator Snowden voted yes.
Curator Steelman voted yes.
Curator Sundvold voted yes.
Curator Williams voted yes.

The motion carried.

Appointment, Interim Vice President for Information Technology, Beth Chancellor

Pursuant to Collected Rule and Regulation 320.020.A.4., it was recommended by President Choi, moved by Curator Snowden and seconded by Curator Steelman, that:

President Choi's appointment of Beth Chancellor - Interim Vice President for Information Technology and Interim Chief Information Officer for the University of Missouri-Columbia be approved under the same or substantially similar terms as those contained in the attached revised appointment letter (and as on file with the minutes of this meeting), dated September 23, 2019, with the final agreement subject to approval by General Counsel as to legal form.

Roll call vote of Board of Curators:

Curator Brncic voted yes.
Curator Chatman voted yes.
Curator Graham voted yes.
Curator Layman voted yes.
Curator Snowden voted yes.
Curator Steelman voted yes.
Curator Sundvold voted yes.
Curator Williams voted yes.

The motion carried.

General Business

[308]Property Lease, UM - this item may be given public notice upon its completion.

President's report on personnel and contracts – presented by President Choi

No action taken by the Board.

General Counsel Report – presented by General Counsel Owens

No action taken by the Board.

It was moved by Curator Graham and seconded by Curator Chatman, that the meeting of the Board of Curators, September 26, 2019, be adjourned.

Roll Call Vote of the Full Board:

Curator Brncic voted yes.
Curator Chatman voted yes.

Curator Graham voted yes.
Curator Layman voted yes.
Curator Snowden voted yes.
Curator Steelman voted yes.
Curator Sundvold voted yes.
Curator Williams voted yes.

The motion carried.

There being no other business to come before the Board of Curators, the meeting was adjourned at 6:10 P.M. on Thursday, September 26, 2019.

Respectfully submitted,

Cindy S. Harmon
Secretary of the Board of Curators
University of Missouri System

Approved by the Board of Curators on November 21, 2019