Northwest Missouri State University
Board of Regents
Open Meeting Minutes
Friday, December 13, 2013, 8 a.m.

The Northwest Missouri State University Board of Regents met at 8 a.m. Friday, December 13, 2013, in the Northwest Missouri State Student Union Board Room pursuant to public notice given December 6, 2013.

The following members of the Board were present: Board Chair Mark Hargens, Board Vice Chair Joe Bosse, Mr. Gene Dorrel, Dr. Pat Harr, Mr. John Richmond and Student Regent Ashton Raffety. Also present were: University President Dr. John Jasinski, Attorney Hayley Hanson and BKD auditor Kim Keller.

OPEN SESSION

A quorum being present, Regent Hargens called the meeting to order at 8:08 a.m. and roll call was taken.

CONSENT ITEMS:

Resolution #9069: Regent Dorrel made a motion, seconded by Regent Harr, to amend the agenda to include Agenda Item: 12-13-3a Curriculum Proposals – Addendum. A voice vote was taken. Motion carried.

Resolution #9070: Regent Harr made a motion, seconded by Regent Bosse, to approve the consent items as presented. A voice vote was taken. Motion carried.

NEW BUSINESS

Resolution #9071: Regent Dorrel made a motion, seconded by Regent Harr, to approve the revision to the curriculum proposals summarized as presented in Agenda Items: 12-13-03 and 12-13-03a.
A roll call vote was taken:

Regent Bosse, yes
Regent Dorrel, yes
Regent Harr, yes
Regent Richmond, yes
Regent Hargens, yes
Motion carried unanimously.

Resolution # 9072: Regent Bosse made a motion, seconded by Regent Dorrel, to approve the faculty appointments as presented in Agenda Item: 12-13-04.

FULL-TIME FACULTY

Agricultural Sciences
Dean Hicks

DRAFT

Communication and Mass Media
T. Justin Ross

Mathematics, Computer Science and Information Systems
Jeston Dulin

ADJUNCTS

Agricultural Sciences
Carey Stroburg
Eric Weuve

Behavioral Sciences
Sarah Jackson
Boyd Taylor
Keith Wood

Business
John Baker
David Baird
Mark Jelavich
Paula McLain

Communication and Mass Media
Will Murphy

English and Modern Languages
Sandy Wood

Fine and Performing Arts
John Bell
Monty Carter
Elizabeth Dunning
Erin Oehler
Robert Schultz
Danielle Warner
Veronica Watkins

Health and Human Services
Ron Darnell
Shelly Hersch
Thomas Matthews
Joe Quinlin

DRAFT

Jill Rasa
Robert Veasey
Sara Wood

Humanities and Social Sciences
Janice Brandon-Falcone

Mathematics, Computer Science and Information Systems
Doug Hawley
Go Woon Park

Natural Sciences
Angela Bickford
Stephanie Blaine
Ruma De
Suzanne Frucht
Brooke McAtee
Dennis Sager

Outreach
Nancy Archer
Rachel Bozarth
Lisa Breckenridge
Robert Carlson
James Clay
Jennifer Crowder
Brooke Crawford
David Dryburgh
Kathy Evans-Krull
Tiffanie Gaines
Mike Goodlet
William Hollingsworth
Nichole Hux
Mike Jenkins
Paula Johnson
Trudy Kinman
Tricia Knowles
Lora Larabee
Jill Lenz
Nicole McGinnis
Shelly Meyer
Winter Owens
Matthew Pearl
Catrina Pelton
Brittany Phillips
Brandon Rold
Sally Sparks
Heather Stoecklein

DRAFT

Ryan Stoecklein
Dennis Vinzant
Theresa Welch
Beth Wennihan
Patricia White
Sandra Wood

Professional Education
Dennis Akins
Heidi Beatty
Tamara Lynn
Lori Mardi
Darla Runyon

A roll call vote was taken:
Regent Bosse, yes
Regent Dorrel, yes
Regent Harr, yes
Regent Richmond, yes
Regent Hargens, yes
Motion carried unanimously.

Resolution #9073: Regent Harr made a motion, seconded by Regent Dorrel, to approve the amended agreement with Barron's Auxier as presented in Agenda Item 12-13-05.

ADDENDUM
Agreement between Barron's-Auxier, Inc. and Northwest Missouri State University

This Addendum between Northwest Missouri State University, (the "University") at 800 University Drive, Maryville, MO 64468, and Barron's-Auxier, Inc. P.O. BOX 8068, St. Joseph, Missouri, 64508, ("BAI"), is entered into as of the ____ day of _____, 2013.

WHEREAS, the parties entered into an Agreement on the ____ day of September, 2010, and that original Agreement was renewed pursuant to a Renewal Addendum entered into on the ____ day of _____,2011.

WHEREAS, the original Agreement required BAI to maintain General Liability insurance coverage written by companies that, among other things, "are licensed or approved by the State of Missouri to do business in Missouri."

WHEREAS, BAI has expanded its services into Kansas.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein the parties agree as follows:

1. BAI's insurance coverage now must be written by companies that are also licensed or approved by the State of Kansas to do business in Kansas and, as such, the second paragraph of the section entitled "Insurance and Indemnification" in the original Agreement is amended to read as follows:

BAI will also conduct the services in such a manner as to keep members of the public safe and represents and warrants that it has General Liability insurance in a sum no less than $1,000,000.00. BAI will provide Northwest with a Certificate of Insurance evidencing the same and naming the Northwest as "additional named insured" and will indemnify and save the Northwest harmless from any and all liability

and costs, including attorney's fees claimed by any person who claims an injury or property damage arising out of the acts or omissions of BAI in conjunction with this Agreement. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-VII" or better or as specifically approved by Northwest, and are licensed or approved by the State of Missouri to do business in Missouri and are licensed or approved by the State of Kansas to do business in Kansas.

2. To clarify the intent of the parties, the third paragraph of the section entitled "Insurance and Indemnification" in the original Agreement is amended to read as follows:

Regardless of any approval by Northwest, it is the responsibility of BAI to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any agreement, obligation or responsibility. In the event of BAI's failure to maintain the required insurance in effect, Northwest may immediately terminate the Agreement.

3. All other provisions of the original Agreement and the Renewal Addendum not amended by this Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals the date and year first above written. The parties represent that the signatories below have full authority and authorization to sign on behalf of the respective parties.
Date
David E. Auxier, CFPIM, President
Barron's-Auxier, Inc.
Date
By:
Northwest Missouri State University

A roll call vote was taken:
Regent Bosse, yes
Regent Dorrel, yes
Regent Harr, yes
Regent Richmond, yes
Regent Hargens, yes
Motion carried unanimously.

Resolution #9074: Regent Dorrel made a motion, seconded by Regent Bosse, to approve the agreement with Tamwood International as presented in Agenda Item: 12-13-06.

LETTER OF AGREEMENT

Between

NORTHWEST MISSOURI STATE UNIVERSITY

Maryville, Missouri

and

TAMWOOD INTERNATIONAL

Vancouver, BC, Canada

Toronto, ON, Canada

PREAMBLE

Northwest Missouri State University and Tamwood International (Tamwood) will be collaborating on a pathway for Tamwood students to obtain conditional acceptance to Northwest Missouri State University.

THEREFORE, Northwest Missouri State University and Tamwood agree to cooperatively identify and explore the following initiatives:

PURPOSE OF COOPERATION

Northwest Missouri State University will accept qualified students from Tamwood into designated Northwest Missouri State University programs:

• Academically qualified students that meet Northwest Missouri State University's minimum IELTS requirements will receive *direct* admission to designated programs with no additional language assessment required.

• Academically qualified students that do not meet Northwest Missouri State University's minimum IELTS requirements will receive *conditional* acceptance into designated Northwest Missouri State University's programs on the condition that they take an English assessment at Northwest Missouri State University and are prepared to take English upgrading as determined by their score on the assessment.

NORTHWEST MISSOURI STATE UNIVERSITY and TAMWOOD RESPONSIBILITIES

a) Applicants who are currently enrolled at Tamwood will be eligible to apply to Northwest Missouri State University for consideration of immediate acceptance to all applicable bachelor's programs.

b) All students must present and meet the minimum requisite academic background as stipulated by Northwest Missouri State University.

c) Students that meet Northwest Missouri State University's minimum IELTS requirement will be considered for *direct* admission to programs listed in (a) and may be issued an *unconditional* letter of acceptance after submitting the application forms, fees, financial support documents and all official academic transcripts as defined by Northwest Missouri State University. Current IELTS requirements are at least 6.0 to receive the freshman Northwest International Achievement Scholarship.

d) Students enrolled at Tamwood who meet all other admission requirements for the program to which they have applied at Northwest Missouri State University but do not meet IELTS minimum requirements will be issued a *conditional* letter of acceptance after submitting the application forms, fees, financial support documents and all official academic transcripts as defined by Northwest Missouri State University.

i. In order to determine the English proficiency level and, therefore, level of English study at Northwest Missouri State University, students will take an English assessment during their first week at Northwest Missouri State University.

ii. The score on the English assessment will determine if an applicant is required to enroll in English upgrading and at which level they would enter the program.

Others Terms and Conditions

This Agreement is valid for a period of three years from September 2013 through September 2016.

If, at the expiration of this agreement, both parties remain interested in the relationship and provision as provided in the Agreement, this Agreement thereafter shall, in the absence of written agreement to the contrary, be from month to month, and shall be on and subject to all the covenants, agreements, conditions, and provisos of this Agreement, except that the term shall be from month to month.

Any of the parties may dissolve this Agreement upon notice to the other parties in writing.

This agreement may be signed in as many counterparts and by digital transmission as may be deemed necessary, each of which so signed shall be deemed to be an original, and such counterparts and digital copies together shall constitute one and the same instrument. The terms and conditions of this agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns.

In witness thereof, the parties have affixed their signatures below:
Northwest Missouri State University Tamwood International

_____	_____
Dr. Douglas N. Dunham	Dr. Natalia Bussard
Provost	Business Development Manager
Date:	Date: September 19, 2013

A roll call vote was taken:
Regent Bosse, yes
Regent Dorrel, yes
Regent Harr, yes
Regent Richmond, yes
Regent Hargens, yes
Motion carried unanimously.

Resolution #9075: Regent Harr made a motion, seconded by Regent Bosse, to approve the BIZEnglish Program agreement as presented in Agenda Item: 12-13-07.

BIZENGLISH PROGRAM AGREEMENT
BY AND AMONG
USTAR ENGLISH
Korean-American Educational Center
AND
NORTHWEST MISSOURI STATE UNIVERSITY

Ustar English (hereafter "Ustar"), **Korean American Education Center** (hereafter "KAEC," together with Ustar collectively referred to as "Korean Partners"), and **Northwest Missouri State University** (hereafter "Northwest"), on the basis of the Letter of Intent signed by all parties on April 10, 2013, enter into this BIZEnglish Program Agreement ("Agreement") to govern the following program. Ustar, KAEC and Northwest are referred to collectively as "Parties" or individually each as a "Party" hereafter.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants and promises set forth herein, the Parties agree as follows:

1. Overview of the Business English Certificate Program

Ustar is an organization offering English language programs in Korea. KAEC is a company providing English education services located in Korea. Northwest is a Missouri state-assisted, four-year university that also offers graduate degree programs located in Maryville, Missouri. The Korean Partners and Northwest wish to cooperate in offering a business English certificate program in Korea (hereafter "BIZ English Program") aimed at Koreans looking to develop professional skills on the basis of mutual respect and mutual benefit. BIZ English Program will be offered under the Northwest brand. Northwest will provide the quality control, as further set forth below in this Agreement, and professional development certificates for students completing the program.

2. Korean Partners' Obligations

The Korean Partners will develop and deliver the course work with Northwest officials maintaining quality control and awarding certificates based upon successful completion of the program. Ustar and KAEC will develop the strategies and plan, for Northwest's review and approval, to create and deliver the curriculum which may be a combination of on-line and face to face courses. The Korean Parties will handle collection of tuition and fees, enrollments, accounting and bookkeeping for the BIZEnglish Program. The Korean Partners will also be responsible for marketing, recruiting, selecting, and recommending students for enrollment to the
BIZEnglish Program to pursue the Northwest Business English Certificate ("Certificate").

The Korean Parties shall prepare a written plan outlining information regarding the infrastructure of the program (both physical and any electronic or web-based delivery modalities), marketing, recruiting, selection of students, tuition and fees to be charged, enrollment process, curriculum, course materials, and testing method and standards to Northwest officials within 30 days after the signing of this Agreement, and will fully inform Northwest of the curriculum to be used by 15 days before the planned start date of the program. A full briefing to Northwest to take place in Korea of the course work and materials, educational delivery software and methods, staffing, and administrative functioning of the program prior to deployment will be required. The written plan, curriculum, coursework and materials, and testing standards are all subject to Northwest's approval. The Korean Parties shall implement all changes to the plan, curriculum, course work and materials, and testing standards requested by Northwest in order to satisfy Northwest's quality standard and certification requirements.

The entire program will be delivered in Korea. No student of the BIZEnglish program shall be given the impression or expectation of studying in or visiting the Northwest campus.

3. Northwest Obligations

(a) Northwest agrees to provide its name ("Northwest Brand") to the BIZ English Program for use and provide quality control and program oversight. Northwest will also host a webpage describing the program. Northwest agrees to send at least one employee to travel to Korea within at least six months after the start of the program and a maximum of two times per year to evaluate and adjust operations as needed. Northwest shall have the discretion to determine its level of involvement in terms of oversight and academic quality. Northwest agrees to provide Certificates to the BIZ English Program director for all students who successfully complete the program. Korean Partners may determine, subject to Northwest's approval, the method of evaluation for completion of the program. Once the list of students who successfully completed the courses has been received by Northwest, Northwest will provide the Certificates to Ustar within ten (10) working days following such receipt.

(b) Except the limited license to use the Northwest Brand permitted hereunder, all title of the interest in the Northwest Brand remain with Northwest. The copyright of the contents belongs to Ustar; provided, however, that the Korean Partners shall not have the right to use any course work or material developed with Northwest direction or involvement for any other program without Northwest's prior approval (excluding any Ustar course work or material existing prior to this agreement or any materials internally developed by Ustar after the date of this agreement without Northwest's involvement, for which Ustar has the right to use without Northwest's approval). The program will be operated by Northwest's Director of International Affairs.

(c) Northwest will appoint a contact person who will be available to answer student questions. Northwest's initial contact person is Jeffrey Foot. Northwest may appoint new contact person by providing written notice to Ustar.

c) (d) Northwest agrees to not provide or be involved in any other similar business English certificate programs with any other English education institutes or universities in Korea. For avoidance of doubt, Northwest shall have the right to recruit students, provide education or training to students (such as preparation courses, including English preparation course) in Korea for programs or degrees that are unrelated to any business English training program.

4. Use of Northwest Name

(a) The Korean Partners will promote the program with accurate information about Northwest and the program (including without limitation regarding Northwest's rank, facilities, learning resources, etc.). Northwest will provide marketing and publication guidelines to the Korean Partners and any marketing plan, concepts, or main statements of the BIZEnglish Program Ustar uses must be consistent with such guidelines. The Korean Partners shall provide any brochure, logo, TV, newspaper or other major advertisement materials ("Major Adverting Materials") to Northwest prior to their use

and Northwest shall give its approval, rejection or modification of such Major Advertising Materials within five (5) business days. The Korean Partners shall not have the right to present to the public or otherwise in any way use the Major Advertising Materials bearing the Northwest Brand unless and until Northwest has approved such materials; provided, however, that the Korean Partners shall have the right to use other non-major advertising materials (such as short term website postings temporary display or banner) bearing the Northwest Brand without Northwest's prior approval as long as such non-major advertising materials (i) are consistent with the marketing and publication guidelines provided by Northwest, (ii) are consistent in substance with the Major Advertising Material approved by Northwest, (iii) are with good taste and consistent with Northwest's image of responsible institution delivering quality higher education; and (4) not infringing upon any third party's intellectual property rights.

(b) The Korean Partners acknowledge and agree that (i) Northwest owns all right, title and interest in the Northwest Brand and any and all related trademarks or service marks, trademark applications, trade names, and logos (including the Chinese translations of the foregoing) (collectively "Northwest Proprietary Rights"). Nothing in this Agreement shall confer in the Korean Partners any license or right of ownership in the Northwest Proprietary Rights, except as expressly provided herein, and the Korean Partners shall not now or in the future contest Northwest's ownership of the Northwest Proprietary Rights, or the validity of any intellectual property rights registrations made by Northwest with respect thereto. The Korean Partners shall not, on behalf of itself or any third party, file or permit to be filed any applications to protect the Northwest Proprietary Rights anywhere in the world. Each limited license granted by this Section 4 shall remain in effect until the expiration or prior termination of this Agreement so long as the Korean Partners abides by reasonable quality control and trademark/service mark usage requirements as established or amended by Northwest for the use of its marks. The limited licenses granted by this Section 4 shall be deemed revoked upon the termination or expiration of this Agreement, or upon the violation of any term of the limited license granted herein.

(c) Notwithstanding anything to the contrary in this Agreement, if either party breaches or threatens to breach this Section 4, the other party will be entitled, in addition to all other remedies available to it at law or in equity, to seek injunctive relief and interim relief from a court to enforce any provision hereof and to restrain such party from causing serious or irreparable harm.

5. Northwest Compensation and Projected Enrollment

Northwest shall be paid a per student royalty based on the revenue received on a decreasing sliding scale as follows: 20% of the revenue received from all students enrolled during the semester if there are 1 to 200 students enrolled in the BIZEnglish Program during any school semester (there are two semesters each year: January to June and July to December); 15% of the revenue received from all students enrolled during the semester if there are 201 to 500 students enrolled in the BIZEnglish Program during any school semester; 10% of the revenue received from all students enrolled during the semester if there are 501 or more students enrolled in the BIZEnglish Program during any school semester.

All parties agree that Northwest will be paid a royalty for all students who have enrolled in the BIZEnglish Program and are required to pay any tuition or fee to the BIZEnglish Program, which include both students who have successfully completed the program and students who do not complete the program but are required to pay tuition or fee under the program tuition/fee policy attached hereto at *Figure 1* ("Tuition Policy"). Such Tuition Policy shall have been agreed on by Ustar and Northwest and shared with all prospective students before enrollment. It is further understood that Ustar English is fully capable of the level of investment needed to start this program. Northwest will not be involved in negotiations between the Korean Partners for profit sharing and will not divert Northwest funds to KAEC. For example, if 20 students enroll (and stay for long enough as required to pay under the Tuition Policy) each month from January to June, the total number of students enrolled for the semester is 120 people, thus the royalty for the semester is 20% of the revenue received. If 50 people enroll (and stay for long

enough as required to pay the tuition under the Tuition Policy) each month from January to June, the total number of enrolled students is 300, thus the royalty is 15% of the revenue received. If 100 people enroll (and stay for long enough as required to pay under the Tuition Policy) each month from January to June, the total number is 600 students during such semester, thus the royalty is 10% of the revenue received. Under the proposal received from KAEC, the Korean Partners have projected that the program would generate the revenues set forth in Figure 1 as follows:
Figure 1. Projected enrollment, revenue structure and royalty rates – Northwest BIZ English Program, Korea The Korean Partners shall endeavor to achieve the projected enrollment and revenue outlined in Figure 1. The parties understand that the above chart lays a maximum on payment for certain time periods, but actual payments can exceed the maximum if program completion is higher or lower than projected above. Royalty payments will be paid in full to Northwest for each semester within 30 calendar days after the registration closes. Northwest accepts that revenues based on enrollments will fluctuate and the Korean Partners shall endeavor to achieve, but are not bound by, revenue targets. Northwest also understands there will be online courses with a varying royalty structure. All conversion and transmission costs related to any payment to Northwest shall be borne by Ustar.

6. Northwest Audit Right and Financial Obligations
Northwest shall have the right to inspect, or send Korean-based third party auditors to audit the financial records relevant to the BIZEnglish program, the use of the Northwest Brand, or the operation of the BIZEnglish Program if Northwest has reasonable ground to suspect either enrollments are not accurately reflected in royalty payments or that the program is not delivered according to the plan or standards approved by Northwest. There are no other contribution expected from Northwest beyond the use of the Northwest Brand, human resources, and administrative acumen. Further, the parties understand there will be no financial costs incurred by Northwest beyond those previously stated work related non-financial costs and some minor administrative costs to cover mailing, certificates, etc. In addition, Northwest's traveling and accommodation expenses for quality control will be funded by the Korean Partners. Northwest will work with the Korean partners to arrange all travel and normal operations should dictate a single visit per year or less. Northwest will incur all in-Missouri costs (transportation between Kansas City Airport and Maryville, housing for two for two nights, food, meeting space, etc.) if representatives from Ustar English plan to visit Northwest to ratify and sign this Agreement.

7. Other Provisions
a) Compliance with Laws

All Parties will abide by all respective laws of their country applicable to delivering education, granting of certifications, or the BIZEnglish Program. Specifically, it is Korean Partners' responsibility to ensure compliance with the laws and regulations of Korea applicable to the operation of the BIZEnglish Program and, if requested, to provide reasonable evidence of compliance to such laws and regulations to Northwest.

(*b) Designation of Representatives.*
Northwest shall provide to Ustar from time to time a written document specifying the identity of the person or persons who shall have the authority to represent and bind Northwest for all purposes in connection with this Agreement. Ustar similarly shall provide to Northwest from time to time a written document specifying the identity of the person or persons who shall have the authority to represent and bind Ustar for all purposes in connection with this Agreement. The person or persons identified by the parties pursuant to the two preceding sentences shall be the "Designated Agent(s)" for the respective parties for purposes of this Agreement. All written correspondence, notices, budgets, marketing materials, marketing plans, and other documents of every kind and nature which are provided by either party to the other party shall be delivered to the Designated Agent(s) of the receiving party.

(c) Information Protection
All Parties can share the students' information, enrollment, grades and other personal information with the students' permission. During the term of this Agreement and thereafter, the Parties agree to hold Student Confidential Information in confidence and to exercise diligence in protecting and safeguarding such information. Each party agrees it will not use, for its own benefit or for the benefit of another, any of the Student Confidential Information, but instead will use the information only for the purpose of carrying out the duties under this Agreement. Further, each Party agrees that it will not disclose any Student

Confidential Information to any third party except as otherwise required by law. "Student Confidential Information" means all personally identifiable information of a student including a student's name, the address, phone number and email address in addition to student's educational records in Ustar. Each Party will disclose certain Confidential Information to the other during the term of this Agreement.

Each Party agrees to, both during the term of this Agreement and thereafter, hold the other Party's Confidential Information in confidence and to exercise diligence in protecting and safeguarding such information. Each Party will not use, for its own benefit or for the benefit of another, any of the Confidential Information, but instead will use the information only for the purpose of carrying out its obligations under this Agreement. "Confidential Information" includes information regarding the operation of the BIZEnglish Program or the disclosing party that is non-public and of value to the disclosing party, including without limitation written policies, practices and procedures pertaining to the BIZEnglish Program; any computer software programs, training programs, or educational materials developed or provided by the BIZEnglish Program; any teaching materials for courses offered by the BIZEnglish Program; financial information and business contract information; general records or information regarding BIZEnglish Program staff, and BIZEnglish Program structure or organizational structure.

(d) Publicity

All news releases, publications, advertisements and other activities related with the program shall obtain permission from the other Parties prior to release.

(e) Cooperation Duration

This Agreement shall come into effect after being signed by all three Parties. This Agreement shall last three (3) years with an option to renew if desired by all parties, unless earlier terminated by either Northwest or Ustar (KAEC shall not have the right to terminate this Agreement) as permitted in the following manner:

(i) If either party commits a material breach of this Agreement (the "Breaching Party"), then the other party (the "Non-Breaching Party") may terminate this Agreement, provided that such termination right may only be exercised following the expiration of a sixty (60) day period during which the Breaching Party has failed to cure that breach after having been given written notice of that breach, or if such material breach by nature is incapable of being cured, then sixty (60) days after the Non-beaching Party's notice to terminate; or

(ii) This Agreement may be terminated upon both parties' mutual written consent.

Upon this Agreement's expiration or termination, any student who has commenced study in the BIZEnglish Program shall be allowed to complete the study and if such students successfully complete the program, Northwest shall grant the Certificate to such students.

(f) Governing Law and Dispute Resolution

This Agreement will be interpreted, construed and enforced in accordance with the law of Missouri, without regard to any conflicts of law principles that would require the application of the laws of any other jurisdiction. Any dispute, controversy, or claim arising out of or relating to this Agreement or any actual or alleged breach, termination, or invalidity thereof, shall be submitted to binding arbitration conducted by the International Center for Dispute Resolution of the American Arbitration Association at [Seattle, Washington]. Such arbitration shall be administered in accordance to the International Dispute Resolution Procedure ("Rules") of the American Arbitration Center in force when the Notice of Arbitration is submitted in accordance with the Rules.The arbitration proceedings shall be conducted in English. Any award rendered by the arbitrator(s) under such arbitration shall be final and binding on the Parties, and judgment on such award may be entered in any court having jurisdiction thereof.

(g) Parties as Independent Contractors

The parties intend that the relationship of the parties to each other shall be that of independent contractors, and nothing in this Agreement shall be construed as establishing an employment arrangement, partnership, joint venture or other relationship between the parties. the Korean Partners shall not represent

to any person or entity that the Korean Partners is authorized to act as an agent for Northwest or that the Korean Partners has any relationship with Northwest other than the relationship of an independent contractor. Similarly, Barstow and Northwest shall not represent to any person or entity that Northwest is authorized to act as an agent for the Korean Partners or that Northwest has any relationship with the Korean Partners other than the relationship of an independent contractor.

(h) No Special Damages; remedies

None of the parties shall be responsible to another party for any (even if it knows of the possibility of such damage or loss) loss of (including any loss of use) profits, reputation, business, revenues or goodwill; or other special, consequential, or indirect damages under this Agreement.

All parties acknowledge that monetary remedies may be inadequate to protect Northwest from any actual or threatened breach of Section 4 by Korean Partners, and without prejudice to any other rights and remedies otherwise available to Northwest, agree to the granting of injunctive relief in favor of Northwest without proof of actual damages or the threat of imminent or irreparable harm

(h) Indemnification

Any Party ("Indemnitor") agrees to indemnify, defend, and hold harmless the other Parties, their affiliates and their respective officers, employees and agents (each a "Indemnitee"), from all claims, suits, liabilities, losses, damages, and costs (including reasonable legal fees and expenses) ("Liabilities") asserted against or sustained by the Indemnitee arising out of the Indemnitor's violation of laws or regulations or Indemnitor's negligent performance of, or failure to perform, its obligations under this Agreement.

(i) Notice

Any notice, demand, consent, election, offer, approval, request, or other communication (collectively, a "notice") required or permitted under this Agreement must be in writing and either delivered personally, sent by certified or registered mail, postage prepaid, return receipt requested, or sent by reputable overnight delivery service, postage prepaid, or by fax. A notice delivered personally will be deemed given only when acknowledged in writing by the person to whom it is delivered. A notice that is sent by mail will be deemed given seven (7) business days after it is mailed. A notice sent by overnight service will be deemed given three (3) business day after deposited with such service. A notice given by fax will be deemed given upon electronic
confirmation of receipt by the recipient's system. A notice must be addressed to the following address, or a different address as such party may notice the other party pursuant to this paragraph:

To Northwest:
Jeffrey Foot, Ed.D.
Director, International Affairs and ESL Program
Northwest Missouri State University
Union 2450
800 University Drive
Maryville, MO 64468
USA
jfoot@nwmissouri.edu
+1.660.562.1367

To Ustar:
Su-youn Yoo
Ustar English
Baekam Bldg. Seocho-dong 1303-34
Seocho-gu, Seoul, Korea 137-855
ustar@u-star.co.kr

To KAEC:
Steve J. Yang
Korean American Education Center
Yeoksam HyundaeVenture Center #817
Yeoksam-dong 642-1,
Gangnam-gu, Seoul, Korea 135-910
university@koramedu.com

(j) Miscellaneous

Neither party shall have the right to convey or assign its rights and obligations under this Agreement without the prior written consent of the other party, which consent may be withheld for any reason or no reason. This Agreement shall inure to the benefit of and shall be binding upon the successors, assigns, heirs and personal representatives of the parties. There are no oral agreements or representations between the parties hereto which affect this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, warranties, representations and understandings, if any, among the parties with respect to the subject matter hereof. This Agreement may be executed in multiple counterparts, each of which
shall be an original, and all of which shall constitute a single instrument, when signed by the parties. The paragraph headings set forth in this Agreement are set forth for convenience purposes only, and do not in any way define, limit or construe the contents of this Agreement. If any provision of this Agreement shall be determined to be void by any court of competent jurisdiction, then that determination shall not affect any other provisions of this Agreement, and all such other provisions shall remain in full force and effect. It is the intention of the parties that if any provision of this Agreement is capable of two constructions, only one of which would render the provision valid, then the provision shall have the meaning which renders it valid.

Signatures

_____	_____	_____	_____
Steve J. Yang	Date	Douglas N. Dunham, Provost	Date
Korean American Education Center		Northwest Missouri State University	
Yeoksam HyundaeVenture Center #817		Intercultural International Center	
Yeoksam-dong 642-1, Gangnam-gu		800 University Drive	
Seoul		Maryville, MO 64468-6001	
Korea 135-910 U. S. A.			
e-mail:university@koramedu.com		e-mail: ddunham@mail.nwmissouri.edu	

_____ _____
Su-Youn Yoo Date
Ustar English
Baekam Bldg. Seocho-dong 1303-34
Seocho-gu
Seoul
Korea 137-855
e-mail: ustar@u-star.co.kr

A roll call vote was taken:
Regent Bosse, yes
Regent Dorrel, yes
Regent Harr, yes
Regent Richmond, yes
Regent Hargens, yes
Motion carried unanimously.

Resolution #9076: Regent Dorrel made a motion, seconded by Regent Harr, to approve the naming of the Center of Innovation and Entrepreneurship the Dean L. Hubbard Center of Innovation and Entrepreneurship.
A roll call vote was taken:
Regent Bosse, yes
Regent Dorrel, yes
Regent Harr, yes
Regent Richmond, yes
Regent Hargens, yes
Motion carried unanimously.

Resolution #9077: Regent Harr made a motion, seconded by Regent Bosse, to approve of the position in the Phyllis and Richard Leet Center for Children and Families as outlined in agenda Item: 12-13-08a.
A roll call vote was taken:
Regent Bosse, yes
Regent Dorrel, yes
Regent Harr, yes
Regent Richmond, yes
Regent Hargens, yes
Motion carried unanimously.

Resolution #9078: Regent Dorrel made a motion, seconded by Regent Harr, to approve and adopt the Policy with regard to Procedures during Presidential Vacancies as provided in Agenda Item: 12-13-8b. The policy provides that,

(a) Upon a Presidential vacancy, the Board will establish a Presidential Search Committee for the purpose of recommending President candidates to the Board. Simultaneously, the Board Chair will recommend the Provost, Vice President of Finance, a Dean from any of the University's colleges, or an outside third party to serve as the Interim President until the Search Committee has the opportunity to recommend President candidates to the Board. If the Board Chair recommends the Provost, Vice President of Finance or a Dean from any of the University's colleges, the Board may accept the recommendation in its discretion. If the Board Chair recommends an outside third party, the recommendation must be approved by the Presidential Search Committee before going to the Board for final approval.

(b) The Presidential Search Committee will be composed of Board members (3), faculty (2), students (2), Northwest Leadership Team members (2) , Northwest Foundation Board member (1), the Support Staff Council President (1) and the Administrative/Professional Staff Council President (1).
    a. The criteria for the President will be developed and announced and applications for the President position will be accepted.
    b. Campus groups and/or individuals will have the opportunity to provide input regarding President candidates to the Search Committee.
    c. The Search Committee shall make recommendations for a President to the Board.

(c) Appointment by the Board – The Board will review the recommendations of the Search Committee and will select a candidate for the President position.

A roll call vote was taken:
Regent Bosse, yes
Regent Dorrel, yes
Regent Harr, yes
Regent Richmond, yes
Regent Hargens, yes
Motion carried unanimously.

Resolution #9079: Regent Bosse made a motion, seconded by Regent Richmond, to approve the annual audited financial statements presented by BKD, LLP.
A roll call vote was taken:
Regent Bosse, yes
Regent Dorrel, yes
Regent Harr, yes
Regent Richmond, yes
Regent Hargens, yes
Motion carried unanimously.

REPORTS

Student Regent Report - Ashton Raffety
Student Senate Report - Cody Uhing
Support Staff Council Report - Tanya Riley
Administrative/Professional Council Report - Rose Viau
Faculty Senate Report - Dr. Joel Benson
President - Dr. John Jasinski

Resolution #9080: Regent Harr made a motion, seconded by Regent Dorrel, to go into closed session to consider matters pursuant to exemptions to the open meeting requirement as specified in R.S. MO 610.021(1)(2)(3)(13).

Legal actions, Cause of Action, Litigation or privileged communications between the Board/University's Representative and its attorney: §610.021(1) R.S. Mo.
Lease, Purchase or Sale of Real Estate: §610.021(2) R.S. Mo.
Hiring, Firing, Disciplining or Promoting Employees: §610.021(3) R.S. Mo.
Individually Identifiable Personnel Records: §610.021(13) R.S. Mo.

A roll call vote was taken:
Regent Bosse, yes
Regent Dorrel, yes
Regent Harr, yes
Regent Richmond, yes
Regent Hargens, yes
Motion carried unanimously.

The Board recessed at 9:26 a.m. to go into closed session.

Lynne Gilbert
Secretary to the Board of Regents