

MISSISSIPPI
BOARD OF TRUSTEES
OF STATE
INSTITUTIONS OF HIGHER LEARNING



FINAL BOARD BOOK
NOVEMBER 18, 2010



FINAL BOARD BOOK OUTLINE

November 18, 2010, 8:30 A.M.

Norman C. Nelson Student Union
University of Mississippi Medical Center
2500 North State Street
Jackson, MS 39216-4505

CALL TO ORDER

PRAYER

Trustee C.D. Smith

MINUTES

October 20, 2010 Alcorn State University Board Search Committee Meeting Minutes
October 21, 2010 Regular Board of Trustees Minutes
October 21-22, 2010 Jackson State University Board Search Committee Meeting Minutes

CONSENT AGENDAS

Trustee Betty Neely

ACADEMIC AND STUDENT AFFAIRS

1. SYSTEM – Approval to Confer Degrees in December 2010.....1

BUDGET, FINANCE, AND AUDIT

1. UMMC – Approval of Contractual Services Agreements
 - a. INO Therapeutics, LLC d.b.a. IKARIA1

b. Amendment #45 with Jackson Medical Mall Foundation	2
c. Master Lease with Jackson Medical Mall Foundation	3
d. Stericycle, Inc.	5
e. University HealthSystem Consortium.	6
2. USM – Approval of Contractual Services Agreements	
a. International Sports Properties, Inc.....	7
b. New Cingular Wireless PCS, LLC	9

REAL ESTATE

Approval of Initiations of Projects/Appointments of Professionals

IHL Projects

1. MSU – IHL 205-255 – Arbor Hall, Design Professional - LPK Architects, P.A.	3
2. UM – IHL 207-342 – University Housing, Design Professional – N/A.....	4
3. UM – IHL 207-343 – Welcome Center (Pre-Plan), Design Professional – Shafer & Associates	5

Approval of Budget Increases and/or Changes of Scope

Bureau of Building Projects

4. JSU – GS 103-255 – Fire Suppression System Phase I, Design Professional – The CGM Group	6
5. USM – GS 108-235 – College Hall Renovations, Design Professional – Dale and Associates	7

IHL Projects

6. UM – IHL 207-341 – Thad Cochran Natural Center Phase II, Design Professional – Cooke Douglass Farr Lemons.....	8
---	---

Approval of Other Real Estate Requests

7. MSU – Delete from Inventory and Demolish Building 2130.....	10
8. MSU – IHL 213-139 – Stoneville Office Building – Approval of Exterior Design.....	10
9. UM – Purchase of Property from Whirlpool Corporation	11
10. UMMC – Amendment to Existing Consultant Agreement with Cooke Douglass Farr Lemons.....	12

LEGAL

1. MSU – Approval of Renewal of Legal Services Contract with David Ware and Associates, L.L.C.....	1
2. UM – Approval to Execute Deeds of Trust for Sigma Phi Epsilon.....	2

PERSONNEL

- 1. Employment of Personnel (MSU, MUW), Rehired Retirees *ON* Contract FY 2011 (MUW), Rehired Retirees *NOT* on Contract FY 2011 (JSU, MSU, MUW, USM)1
- 2. Change of Status (ASU, MSU), Change of Status of Athletic Personnel with Multi-Year Contract (MSU, UM)3
- 3. Sabbatical (MSU).....4

REGULAR AGENDAS

ACADEMIC AFFAIRS

Trustee Robin Robinson

- 1. SYSTEM – Approval of Proposed Amendments to Board Policy 602 Freshman Admission Requirements for University System Institutions (Final Reading)1
- 2. SYSTEM – Approval of Proposed Amendments to Board Policy 605 Proof of Immunization (Final Reading).....5

BUDGET, FINANCE, AND AUDIT

Trustee Bob Owens

- 1. SYSTEM – Mississippi Office of Student Financial Aid – Approval of Revisions to the Rules and Regulations and Contract and Note for the Nursing Education Loan/Scholarship Program.....1
- 2. SYSTEM – Mississippi Office of Student Financial Aid – Approval of Revisions to the Rules and Regulations of the Mississippi Resident Tuition Assistance Grant (MTAG)...18
- 3. SYSTEM – Mississippi Office of Student Financial Aid – Approval of Revisions to the Rules and Regulations of the Mississippi Eminent Scholars Grant (MESG).....26

REAL ESTATE

Trustee Doug Rouse

- 1. SYSTEM – Approval for First Reading of Proposed New Board Policy 920 Sustainability Policy1
- 2. SYSTEM – Approval of Facility Needs for 2011 Legislative Session4

LEGAL

Trustee Alan Perry

- 1. UMMC – Approval to Settle Tort Claim No. 14871

2. UMMC – Approval to Settle Tort Claim No. 1601	1
3. UMMC – Approval to Settle Tort Claim No. 1660	1
4. ASU – Approval of Proposed Affiliation Agreement between Alcorn State University and the Alcorn State University A-Club Alumni Association	2
5. ASU – Approval of Proposed Affiliation Agreement between Alcorn State University and the Alcorn State University National Alumni Association	15
6. ASU – Approval of Proposed Affiliation Agreement between Alcorn State University and the Alcorn State University National Alumni Association Foundation, Inc.	29
7. ASU – Approval of Proposed Affiliation Agreement between Alcorn State University and the Alcorn State University Foundation	44
8. DSU – Approval of Proposed Affiliation Agreement between Delta State University and the Delta State University Foundation, Inc.	58
9. JSU – Approval of Proposed Affiliation Agreement between Jackson State University and the Jackson State University National Alumni Association, Inc.	75
10. JSU – Approval of Proposed Affiliation Agreement between Jackson State University and the Jackson State University Development Foundation	88
11. MSU – Approval of Proposed Affiliation Agreement between Mississippi State University and the Mississippi State University Alumni, Incorporated	103
12. MSU – Approval of Proposed Affiliation Agreement between Mississippi State University and the Mississippi State University Foundation, Inc.	111
13. MSU – Approval of Proposed Affiliation Agreement between Mississippi State University and The Bulldog Club	123
14. MSU – Approval of Proposed Affiliation Agreement between Mississippi State University and The Bulldog Foundation, Inc.	134
15. MUW – Approval of Proposed Affiliation Agreement between Mississippi University for Women and the Mississippi University for Women Foundation	148
16. MUW – Approval of Proposed Affiliation Agreement between Mississippi University for Women and the Mississippi University for Women Alumni Association	162
17. MVSU – Approval of Proposed Affiliation Agreement between Mississippi Valley State University and the Mississippi Valley State University National Alumni Association ..	176
18. MVSU – Approval of Proposed Affiliation Agreement between Mississippi Valley State University and the Mississippi Valley State University Foundation	190
19. UM – Approval of Proposed Affiliation Agreement between University of Mississippi and the Alumni Association of the University of Mississippi	201
20. UM – Approval of Proposed Affiliation Agreement between University of Mississippi and the University of Mississippi Foundation	215
21. UM – Approval of Proposed Affiliation Agreement between University of Mississippi and the University of Mississippi Research Foundation	229
22. UM – Approval of Proposed Affiliation Agreement between University of Mississippi and the UMAA Foundation	241
23. UMMC – Approval of Proposed Affiliation Agreement between University of Mississippi Medical Center and the University of Mississippi Medical Center Research Development Foundation	253
24. USM – Approval of Proposed Affiliation Agreement between University of Southern Mississippi and the University of Southern Mississippi Athletic Foundation	265

25. USM – Approval of Proposed Affiliation Agreement between University of Southern Mississippi and the University of Southern Mississippi Research Foundation.....	279
26. USM – Approval of Proposed Affiliation Agreement between University of Southern Mississippi and the University of Southern Mississippi Alumni Association.....	291
27. USM – Approval of Proposed Affiliation Agreement between University of Southern Mississippi and the University of Southern Mississippi Foundation.....	305

ADMINISTRATION/POLICY

Commissioner Hank Bounds

1. System – Approval of Dates and Locations for January through December 2011 Board Meetings.....	1
2. USM – Approval of Retirement Incentive Program.....	1

INFORMATION AGENDAS

Commissioner Hank Bounds

ACADEMIC AFFAIRS

1. SYSTEM – Annual Report of Halbrook Awards Winners for 2009-2010.....	1
2. SYSTEM – Annual Report on Institutional Accreditation.....	2

REAL ESTATE

1. SYSTEM- Real Estate Items Approved Subsequent to the October 21, 2010 Board Meeting Submission Deadline	
Alcorn State University	2
Mississippi State University	3
Mississippi University for Women.....	5
University of Mississippi.....	6
University of Mississippi Medical Center.....	11
University of Southern Mississippi	13

LEGAL

1. SYSTEM – Report of Payments to Outside Counsel	1
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ADMINISTRATION/POLICY

1. SYSTEM – Commencement/Recognition Ceremony Schedules.....	1
2. SYSTEM – Commissioners’ Notification of Approval.....	2

ADDITIONAL AGENDA ITEMS IF NECESSARY

RECONSIDERATION

OTHER BUSINESS/ANNOUNCEMENTS

EXECUTIVE SESSION IF DETERMINED NECESSARY

ADJOURNMENT

MISSISSIPPI
BOARD OF TRUSTEES
OF STATE
INSTITUTIONS OF HIGHER LEARNING



MINUTES FOR
October 20, 2010 ASU Board Search Committee
October 21, 2010 Board Meeting
October 21-22, 2010 JSU Board Search Committee

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
October 20, 2010**

BE IT REMEMBERED, That the Alcorn State University Board Search Committee met at the Norman C. Nelson Student Union at the University of Mississippi Medical Center in Jackson, Mississippi, at 8:00 a.m., and pursuant to notice in writing to each and every member of said Committee, said date being at least five days prior to this October 20, 2010 meeting. At the above-named place there were present the following Committee members to wit: Mr. Ed Blakeslee, Dr. Stacy Davidson, Dr. Bettye Neely, Dr. Douglas Rouse, and Mr. C. D. Smith. The following ASU Interview Search Advisory Committee members were present: Dr. Berry Bequette, Dean, School of Agriculture, Research, Extension & Applied Sciences at ASU; Mr. Cory Cooper, Student Government Association President; Dr. Idusuyi Dickson, President of the ASU Faculty Senate; Mr. Robert Gage, Chairperson of the ASU Foundation; Mrs. Donna Hayden, President of the ASU Staff Senate; Mr. Stephen McDaniel, Executive Director of the ASU Foundation; Mr. James McDonald, Immediate Past president of the ASU National Alumni Association; and Mr. Paul Winfield, Mayor of Vicksburg, Mississippi. Mr. Bob Owens and Mr. Alan Perry also attended the meeting. The meeting was called to order by Mr. C. D. Smith, Chair of the Board Search Committee.

EXECUTIVE SESSION

On motion by Trustee Blakeslee, seconded by Trustee Rouse, and unanimously passed by those present, the Committee voted to close the meeting to determine whether or not it should declare an Executive Session. On motion by Trustee Neely, seconded by Trustee Blakeslee, and unanimously passed by those present, the Committee **voted to go into Executive Session** for the reason reported to the public and stated in these minutes, as follows:

Discussion of a personnel matter at Alcorn State University.

During Executive Session, the following matter was discussed:

The Board Search Committee for the Alcorn State University presidential search conducted first-round interviews of three of the six candidates recommended by the Campus Search Advisory Committee.

On motion by Trustee Rouse, seconded by Trustee Neely, and unanimously passed by those present, the Committee voted to return to Open Session.

THE COMMITTEE RECESSED AT APPROXIMATELY 12:00 P.M. FOR LUNCH.

THE COMMITTEE RECONVENED AT APPROXIMATELY 1:00 P.M.

There were present the following Committee members to wit: Mr. Ed Blakeslee, Dr. Stacy Davidson, Dr. Bettye Neely, Dr. Douglas Rouse, and Mr. C. D. Smith. The following ASU Interview Search Advisory Committee members were present: Dr. Berry Bequette, Dean, School of Agriculture, Research, Extension & Applied Sciences at ASU; Mr. Cory Cooper, Student Government Association President; Dr. Idusuyi Dickson, President of the ASU Faculty Senate; Mr. Robert Gage, Chairperson of the ASU Foundation; Mrs. Donna Hayden, President of the ASU Staff Senate; Mr. Stephen McDaniel, Executive Director of the ASU

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
October 20, 2010**

Foundation; Mr. James McDonald, Immediate Past president of the ASU National Alumni Association; and Mr. Paul Winfield, Mayor of Vicksburg, Mississippi. Mr. Bob Owens and Mr. Alan Perry also attended the meeting. The meeting was called to order by Mr. C. D. Smith, Chair of the Board Search Committee.

EXECUTIVE SESSION

On motion by Trustee Blakeslee, seconded by Trustee Davidson, and unanimously passed by those present, the Committee voted to close the meeting to determine whether or not it should declare an Executive Session. On motion by Trustee Davidson, seconded by Trustee Rouse, and unanimously passed by those present, the Committee **voted to go into Executive Session** for the reason reported to the public and stated in these minutes, as follows:

Discussion of a personnel matter at Alcorn State University.

During Executive Session, the following matter was discussed:

The Board Search Committee for the Alcorn State University presidential search conducted first-round interviews of the three remaining candidates recommended by the Campus Search Advisory Committee.

On motion by Trustee Blakeslee, seconded by Trustee Rouse, and unanimously passed by those present, the Committee voted to return to Open Session.

ADJOURNMENT

There being no further business to come before the Board Search Committee, on motion by Trustee Blakeslee, seconded by Trustee Rouse, and unanimously passed by those present, the Committee members voted to adjourn the meeting.

President, Board of Trustees of State Institutions of Higher Learning

Commissioner, Board of Trustees of State Institutions of Higher Learning

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
October 21, 2010**

BE IT REMEMBERED, That the Board of Trustees of State Institutions of Higher Learning of the State of Mississippi met in a regular session at the Norman C. Nelson Student Union at the University of Mississippi Medical Center in Jackson, Mississippi, at 9:00 a.m., and pursuant to notice in writing mailed by certified letter with return receipt requested on December 3, 2009, to each and every member of said Board, said date being at least five days prior to this October 21, 2010 meeting. At the above-named place there were present the following members to wit: Mr. H. Ed Blakeslee, Dr. Stacy Davidson, Dr. Bettye Henderson Neely, Mr. Aubrey B. Patterson, Mr. Alan Perry, Ms. Christine Pickering (by phone), Ms. Robin J. Robinson, Mr. Scott Ross, Dr. Douglas Rouse, Mr. C.D. Smith and Ms. Amy Whitten. Mr. Bob Owens was absent. The meeting was called to order by Dr. Bettye Neely, President, and opened with prayer by Trustee Patterson.

ANNOUNCEMENTS

- ▶ President Bettye Neely welcomed the Student Government Association presidents: Mr. Corey Cooper – Alcorn State University, Mr. Thomas Sellers – Mississippi State University, Mr. Brandon Newsome – Mississippi University for Women, Miss Virginia Burke – University of Mississippi, and Miss Kasey Mitchell – University of Southern Mississippi.

APPROVAL OF THE MINUTES

On motion by Trustee Patterson, seconded by Trustee Robinson, with Trustee Owens absent and not voting and Trustee Pickering participating by phone, all Trustees legally present and participating voted unanimously to approve the Minutes of the Board meetings held on September 16, 2010, October 4, 2010 and October 7, 2010, stand approved.

CONSENT AGENDA

On motion by Trustee Robinson, seconded by Trustee Perry, with Trustee Owens absent and not voting and Trustee Pickering participating by phone, all Trustees legally present and participating voted unanimously to approve the following Consent Agenda.

ACADEMIC AFFAIRS

1. **System** - Approved the following academic program modifications:
 - a. **Jackson State University** request to rename the ***MST in Science and Mathematics Teaching*** (CIP 13.999) to the ***MST in Mathematics and Science Teaching*** (no CIP change) to align the name with the academic unit where the degree resides. The proposed name changes will require minimal resources (e.g., change of campus signs, stationery, recruiting materials, etc.), which will be covered by existing funds within the Department of Mathematics.
 - b. The **University of Mississippi Medical Center** request to rename the ***PhD in Human Pathology*** (CIP 26.0910) to the ***PhD in Pathology*** (no CIP change) to make the name more concise and aligned with academic unit where the degree resides. The proposed name

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
October 21, 2010**

change will require minimal resources (e.g., change of campus signs, stationery, recruiting materials, etc.), which will be covered by existing funds within the Department of Pathology.

2. **System** - Approved the following academic unit modifications:
 - a. *Delta State University* request to reorganize the *College of Education* by combining the *Division of Teacher Education* with *the Division of Rural School Leadership and Research* and naming the combined unit the *Division of Teacher Education, Leadership, and Research*. This reorganization will support collaboration across educator preparation programs and enhance institutional effectiveness.
 - b. *Delta State University* request to reorganize the *College of Arts and Sciences* by combining the *Division of Social Sciences* with *the Department of History* and naming the combined unit the *Division of Social Sciences*. This reorganization will streamline administrative and improve costs efficiencies.
 - c. *Mississippi State University* request to reorganize the *College of Agriculture and Life Sciences* by combining the *Department of Biochemistry and Molecular Biology* with *the Department of Entomology and Plant Pathology* and naming the combined unit the *Department of Biochemistry, Molecular Biology, Entomology and Plant Pathology*. This reorganization strategically creates a stronger interdisciplinary department that will facilitate shared resources, academic program realignment, and better serve the mission of institution.
3. **UMMC** - Approved the following new academic units:
 - a. The *University of Mississippi Medical Center* request to establish the *Department of Health Sciences*. This new academic department will house the undergraduate and graduate degrees in Health Sciences. The BS in Health Sciences is one of the fastest growing programs within the School of Health Related Profession. **The new department will be funded with tuition revenue and existing resources with the School of Health Related Professions.**
 - b. The *University of Mississippi Medical Center* request to establish the *Department of Radiologic Sciences*. This new academic department will house the BS in Radiologic Science degree program. A senior associate dean will serve as chair in the interim until the faculty selects a permanent chair. **The new department will be funded with tuition revenue and existing resources with the School of Health Related Professions.**

BUDGET, FINANCE AND AUDIT

4. **JSU** - Approved the request to issue the third addendum to the agreement with the Follett Higher Education Group, Inc. to offer a textbook rental program effective for the spring 2011 term. The length of the contract is ten years - July 1, 2006 to June 30, 2016. In scope of services, the addendum becomes effective with the spring 2011 academic term, but this addendum does not alter the current contract dates outlined above. This is a revenue-generating agreement. JSU earns 8.5% sales commission on gross bookstore sales. The current contract is generating approximately \$311,000 of sales commission revenues annually to the university. The textbook pricing provisions of the original agreement do not apply to the rental program. Rental fees charged to students will feature a discount of at least an average of 50% off of the new textbook sales price and rentals will be offered for most titles currently available. The university estimates a small decrease (approximately \$31,000) in future annual sale commissions realized due to the implementation of the textbook rental system. A copy of the agreement which has been reviewed and approved by the Attorney General's Office is available at the Board Office.

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
October 21, 2010**

5. **MUW** - Approved the request to enter into a contract with Corporate Dining, Inc. (CDI) to provide snack vending services to the campus. The length of the contract is five years - October 21, 2010 to October 20, 2015. This agreement will automatically renew for a one-year term unless either party terminates 90 days prior to the expiration date. The expected gross sales will be between \$425,000 and \$500,000 over the five-year period generating a commission of approximately \$8,500 to \$10,000 annually. MUW will receive a certain level of revenues on all vending sales. This level of revenue fluctuates based upon a sliding commission scale. The scale is included in the bound copy of the *October 21, 2010 Board Working File*. Past vending revenue for MUW has been less than \$10,000 annually received from four vendors. Granting one vendor exclusive sales privileges will streamline the vending process, mitigate security issues as a result of reduced access to buildings, and reduce costs due to energy miser vending machines. Commissions will fluctuate based on product sales. A copy of the contract which has been reviewed and approved by the Attorney General's Office is available at the Board Office.
6. **UMMC** - Approved the request to enter into an agreement with Crussin' Explorer Transportation, Inc. *doing business as* Cline Tours, Inc. to provide shuttle services to and from the Veterans Memorial Stadium to and around the UMMC campus and the Jackson Medical Mall for employees, visitors, students, and patients. The contract length is three-years with an option to renew for 2 one-year periods unless terminated in advance in writing - November 1, 2010 to October 31, 2015. Costs are based on an hourly rate of \$29.40. The agreement provides for possible annual (effective July 1st) fuel cost adjustments and inflation escalations of a maximum of 2.5%, based on wholesale price index. The total cost for a five-year period is not to exceed \$2.5 million. A breakdown of the costs is included in the bound *October 21, 2010 Board Working File*. The agreement will be funded by state appropriated funds. A copy of the agreement which has been reviewed and approved by the Attorney General's Office is available at the Board Office.
7. **UMMC** - Approved the request to enter into an agreement with Huron Consulting Services, LLC *doing business as* Stockamp to provide consulting services related to the implementation of back-end revenue cycle improvements in process design and long-term sustainability. The contract length is ten months - November 1, 2010 to August 31, 2011. The total cost for the contract period is estimated at \$6,570,00. A breakdown of the fees is included in the bound *October 21, 2010 Board Working File*. The agreement will be funded by hospital patient revenue. A copy of the agreement which has been reviewed and approved by the Attorney General's Office is available at the Board Office.
8. **UMMC** - Approved the request to enter into an agreement with Corepoint Health, LLC for licensing and professional services. The length of the contract is five years - November 1, 2010 to October 31, 2015. The total cost for the contract period is estimated at \$301,070. A breakdown of the fees is included in the bound *October 21, 2010 Board Working File*. The agreement will be funded by state appropriated funds. A copy of the agreement which has been reviewed and approved by the Attorney General's Office is available at the Board Office.
9. **UMMC** - Approved the request to enter into a sublease agreement with University Physicians, PLLC to lease 2,236 square feet of medical office space to be used for hospital diagnostic clinical space. The length of the contract is five years - November 1, 2010 to October 31, 2015. The first year cost is \$50,578.32 based on a \$22.62 per square footage cost. The master lease associated with this agreement provides for an approximate two percent annual increase. The total cost for the five-year period is \$263,266.64. The contract will be funded by hospital patient revenue. A copy of the

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
October 21, 2010**

agreement which has been reviewed and approved by the Attorney General's Office is available at the Board Office.

10. **USM** - Approved the request to enter into a revenue lease agreement with E-Z-EM, Inc. for 3,180 square feet of space located in the university's Innovation Research Park. This agreement also allows E-Z-EM the usage of certain laboratory equipment owned and maintained by USM located within the shared space areas of the facility. The maximum length of the contract is ten years plus a four-month transitional period - October 22, 2010 to February 21, 2021. The contract will begin upon full execution and will include an initial four-month transition period to allow E-Z-EM to place equipment and complete other leaseholds. After the transition period is concluded the one year term begins. Costs are noted for the ten-year four-month period. USM will receive \$15,900 from E-Z-EM during a Transition Period. This transition period will allow the company to move equipment and related infrastructure into the leased premises and conclude other company leasehold. When the transition period concludes, USM will receive \$63,600 for the first annual year of this agreement. If the contract's optional years are exercised, total contractual revenues received could increase to \$651,900 (even more depending upon built-in CPI price inflators). A table outlining the possible revenues is included in the bound *October 21, 2010 Board Working File*. A copy of the agreement which has been reviewed and approved by the Attorney General's Office is available at the Board Office.
11. **System** - Approved the escalation of the *Ayers* Endowment Budgets for ASU and MVSU as shown below. The escalations are needed to cover increased costs associated with program operating costs and diversity student aid awards. The original budgets were approved at the June 2010 Board Meeting. At that time, the Board staff relied on estimates of available funding for these programs. Actual funding is now known and the institutions have requested to revise budgets to actual.
- Alcorn State University

Object of Expenditure	Current Budget FY 2011	Budget Revision	Revised Budget FY 2011
Salaries, Wages & Fringe Benefits			
Travel			
Contractual Services			
Commodities			
Capital Outlay:			
Equipment			
Library Resources			
Student Aid	\$ 223,457	\$ 67,005	\$ 290,462
Total	\$ 223,457	\$ 67,005	\$ 290,462

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
October 21, 2010**

Mississippi Valley State University

Object of Expenditure	Current Budget FY 2011	Budget Revision	Revised Budget FY 2011
Salaries, Wages & Fringe Benefits	\$ 48,578		\$ 48,578
Travel			
Contractual Services			
Commodities		\$ 2,875	\$ 2,875
Capital Outlay:			
Equipment			
Library Resources			
Student Aid	\$ 476,549	\$ 7,500	\$ 484,049
Total	\$ 525,127	\$ 10,375	\$ 535,502

REAL ESTATE

12. **MSU** - Approved the initiation of **GS 113-130, Necropsy Renovation**, and the appointment of Pryor and Morrow Architects, P.A. as design professionals. The project includes 18,248 square feet of renovations and additions to the existing Necropsy wing at the Wise Center on the university campus. The goal of the project will be to bring the facility up to a BSL-2 (Bio Safety Level 2) as well as replace the existing incinerator with a modern digester. The project budget is \$13 million. Funds are available from HB 1701, Laws of 2010 (\$13 million).
13. **MVSU** - Approved the initiation of **GS 106-220, Re-Roof Physical Plant Building**, and the appointment of Pryor and Morrow Architects, P.A. as design professionals. The project will provide a retrofit standing seam metal roof to the existing Physical Plant Building and renovate the interior with a revised layout and new finishes in order to improve the performance of Plant Operations. The project budget is \$1.4 million. Funds are available from HB 1722, Laws of 2009 (\$1.4 million).
14. **USM** - Approved the appointment of Atherton Consulting Engineers, Inc. as design professionals for **GS 108-260, Residence Halls Sprinkler Systems, Hattiesburg**. The project will design and install a fire sprinkler system in Hattiesburg Hall, Mississippi Hall, Bolton Hall, and Hillcrest dormitory on the Hattiesburg campus. The project budget is \$2 million. Funds are available from HB 1722, Laws of 2009 (\$2 million).
15. **USM** - Approved the appointment of Watkins & O'Gwynn as design professionals for **GS 108-264, Energy Reduction Retrofits, Hattiesburg**. The project will perform energy reduction retrofits on lighting, mechanical and control systems on various buildings throughout the Hattiesburg campus. The project budget is \$2 million. Funds are available from HB 1722, Laws of 2009 (\$2 million).
16. **UMMC** - Approved the initiation of **IHL 209-538, 4th Floor Renovations - 764 Lakeland Building**, and the appointment of Dale and Associates Architects, P.A. as design professionals. The project budget is \$3,425,536. Funds are available from restricted funds (\$3,425,536).
17. **UM** - Approved the change in scope for **GS 107-302, Lamar Hall Renovations**, as well as an increase in the project budget from \$3 million to \$5 million for an increase of \$2 million. A phased renovation of this building is planned in order to bring new classroom and office space online as soon as possible. The original \$3 million project budget needs to be increased due to the design professional's mechanical and electrical estimates which will consume most of the \$3,000,000

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
October 21, 2010**

- project budget. Funds are available from HB 1722, Laws of 2009 (\$3 million) and HB 1701, Laws of 2010 (\$2 million).
18. **UM** - Approved the request to change the scope, to change the funding source, and to increase the project budget from \$500,000 (Pre-Planning) to \$8 million for an increase in the amount of \$7.5 million for **IHL 207-316, Central Mechanical Plant**. The Board also approved the request to transfer the project to the Bureau of Building as GS 107-305 due to the project consisting entirely of state bond funds. Since November 2008, it has been determined by the university that boilers should be included in this project as well as chillers. Funds are available from HB 1701, Laws of 2010 (\$8 million).
 19. **UMMC** - Approved the request to change the funding source for **IHL 209-532, Cardiovascular Renovations**, from hospital patient revenues to Educational Building Corporation (MCEBC) funds. The previous funding source of hospital patient revenues was stated in error. The project budget is \$17,182,052. Funds are available from MCEBC.
 20. **JSU** - Approved the request to name the JSU Guest House (former president's home) the Fannie Lou Hamer Guest House in honor of her extraordinary service to the State of Mississippi and the nation.
 21. **MSU** - Approved the request to award to the highest bidder approximately 113 acres of timber from the John W. Starr Memorial Forest. The timber sales include 10-07PT, approximately 72 acres to be sold to Henry E. Davis Logging - DeKalb, MS for \$201,979, and 10-08PP, approximately 41 acres to Hayes Hunt Logging, Inc. - Sturgis, MS for \$4,188. The Attorney General's Office has reviewed and approved all documentation related to this item.
 22. **MSU** - Approved the request to delete Building 2235, Golf House from inventory and demolish it. The 1,035 square foot house constructed in 1945 is wood-framed with a conventional foundation. The house has significant structural issues, the repair of which would not be economically feasible. The building would be demolished following notification of the Mississippi Department of Environmental Quality. The approval letter has been received from the Mississippi Department of Archives and History.
 23. **UMMC** - Approved the request for three development teams to make up the short list of potential development teams and to participate in the Request for Proposal process for Parking Garage C. The three development teams include: Signet-Harrell Development, MEDPark, Inc. and Capstone Development Company.
 24. **USM** - Approved the request to purchase a residential property containing 1,246 square feet located at 507 North 37th Avenue, Hattiesburg, Mississippi, in the amount of \$110,000, the lower of two appraisals. The property is intended to be used to temporarily house university activities until such time as the property is needed for future expansion. Funds are available from unexpended plant funds (\$110,000).

LEGAL

25. **DSU** - Approved the request to hire the firm of Cox and Moore as outside counsel. Delta State is preparing to sell several residences it owns in the neighborhood north of Highway 8 and south of the university's athletic fields. Cox and Moore will research the background on these parcels and other parcels gifted to the university over the years. The firm will then compile a master property file with descriptions, deeds, titles, etc. on each parcel. Cox & Moore will also be asked to identify the approval steps under MS code or IHL policy necessary to sell any of these properties. The attorney hourly rate to be charged will be \$125. The maximum amount payable under the contract

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
October 21, 2010**

will be \$10,000. This contract will be terminable with thirty days advance written notice by either party. The Attorney General has approved this request.

26. **UMMC** - Approved the request to hire the Butler, Snow, O'Mara, Stevens and Cannada firm as outside counsel for healthcare regulatory and compliance matters, representation at administrative hearings, for intellectual property matters, and for human resources, commercial and general matters. The contract period would be from November 1, 2010 through October 31, 2011. The hourly rates to be charged for attorneys under the contract would be \$225 for intellectual property matters and \$215 for all other matters. The maximum amount payable under the contract would be \$200,000. Either party may terminate the agreement by providing thirty days advance written notice. The Attorney General has approved this request.

27. **PERSONNEL REPORT**

EMPLOYMENT

Mississippi State University

Rehired Retirees making more than \$20,000 who are NOT on contract.

- Barbara Benton, *former position:* Teacher; *re-employment position:* Lecturer; salary of \$32,010 per annum pro rata; *re-employment period:* August 16, 2010 to June 30, 2011
- Susan Bridges, *former position:* Professor; *re-employment position:* Research Professor; salary of \$63,318 per annum pro rata; *re-employment period:* July 1, 2010 to June 30, 2011
- Lynn Chamblee, *former position:* Teacher; *re-employment position:* Lecturer; salary of \$30,000 per annum pro rata; *re-employment period:* August 16, 2010 to June 30, 2011
- Diane Daniels, *former position:* Director; *re-employment position:* Director; salary of \$35,000 per annum pro rata; *re-employment period:* August 16, 2010 to June 30, 2011
- Charles Eason, *former position:* Principal Lauderdale County School; *re-employment position:* Student Intern Supervisor; salary of \$32,010 per annum pro rata; *re-employment period:* July 1, 2010 to June 30, 2011
- Jack Elliott, *former position:* Lecturer; *re-employment position:* Lecturer; salary of \$32,010 per annum pro rata; *re-employment period:* August 16, 2010 to June 30, 2011
- Marineta Gardner, *former position:* Teacher; *re-employment position:* Lecturer; salary of \$27,500 per annum pro rata; *re-employment period:* July 1, 2010 to June 30, 2011
- Robert Griffin, *former position:* District Administrator Mississippi Department Wildlife, Fisheries and Parks; *re-employment position:* Lecturer; salary of \$32,500 per annum pro rata; *re-employment period:* July 1, 2010 to June 30, 2011
- Charles Guest, *former position:* General Counsel; *re-employment position:* University Legal Consultant; salary of \$81,024 per annum pro rata; *re-employment period:* August 16, 2010 to June 30, 2011
- Leslie Hammons, *former position:* Business Coordinator; *re-employment position:* Business Coordinator; salary of \$25,480 per annum pro rata; *re-employment period:* July 1, 2010 to June 30, 2011
- Sarah Harris, *former position:* Administrative Assistant; *re-employment position:* Program Manager; salary of \$26,158 per annum pro rata; *re-employment period:* July 1, 2010 to June 30, 2011

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
October 21, 2010**

- Cynthia Hemphill, *former position:* Administrative Assistant; *re-employment position:* Administrative Assistant; salary of \$35,000 per annum pro rata; *re-employment period:* August 16, 2010 to June 30, 2011
- Jo Humphries, *former position:* Librarian; *re-employment position:* Lecturer; salary of \$27,500 per annum pro rata; *re-employment period:* July 1, 2010 to June 30, 2011
- James Jones, *former position:* Professor; *re-employment position:* Lecturer; salary of \$24,480 per annum pro rata; *re-employment period:* July 1, 2010 to June 30, 2011
- Sarah Laughlin, *former position:* Teacher; *re-employment position:* Lecturer; salary of \$30,000 per annum pro rata; *re-employment period:* July 1, 2010 to June 30, 2011
- Mark Lehman, *former position:* Associate Professor; *re-employment position:* Lecturer; salary of \$30,000 per annum pro rata; *re-employment period:* July 1, 2010 to June 30, 2011
- Rose Lyles, *former position:* Teacher; *re-employment position:* Lecturer; salary of \$30,000 per annum pro rata; *re-employment period:* August 16, 2010 to June 30, 2011
- Charles Mastin, *former position:* Professor; *re-employment position:* Lecturer; salary of \$70,000 per annum pro rata; *re-employment period:* August 16, 2010 to June 30, 2011
- Patricia Matthes, *former position:* Director; *re-employment position:* Associate Dean for Technology Services; salary of \$41,720 per annum pro rata; *re-employment period:* July 1, 2010 to June 30, 2011
- Judith Miller, *former position:* Executive Director and Assistant Professor; *re-employment position:* Lecturer; salary of \$32,010 per annum pro rata; *re-employment period:* July 1, 2010 to June 30, 2011
- William Moore, *former position:* Leader, Mississippi Cooperative Extension Center; *re-employment position:* Sentinel Pilot Coordinator; salary of \$29,846 per annum pro rata; *re-employment period:* July 1, 2010 to June 30, 2011
- Sherry Morgan, *former position:* Principal; *re-employment position:* Supervisor of Student Teachers; salary of \$32,010 per annum pro rata; *re-employment period:* July 1, 2010 to June 30, 2011
- Sydney Pickett, *former position:* Teacher Lauderdale County; *re-employment position:* Instructor; salary of \$32,010 per annum pro rata; *re-employment period:* July 1, 2010 to June 30, 2011
- Noel Polk, *former position:* Publications Editor and Professor; *re-employment position:* Editor; salary of \$47,730 per annum pro rata; *re-employment period:* July 1, 2010 to June 30, 2011
- George Reed, *former position:* Associate Athletic Director; *re-employment position:* Associate Athletic Director and Special Projects; salary of \$46,512 per annum pro rata; *re-employment period:* July 1, 2010 to June 30, 2011
- Anna Schroeder, *former position:* Service Center Director; *re-employment position:* Supervisor; salary of \$32,010 per annum pro rata; *re-employment period:* July 1, 2010 to June 30, 2011
- Leah Stinson, *former position:* Teacher Neshoba Central Elementary; *re-employment position:* Instructor; salary of \$32,010 per annum pro rata; *re-employment period:* July 1, 2010 to June 30, 2011

IHL Executive Office

Rehired Retirees making more than \$20,000 who are NOT on contract.

- Ray Bailey, *former position:* Superintendent Buildings and Grounds; *re-employment position:* Superintendent Building and Grounds; salary of \$30,775 per annum pro rata; *re-employment period:* July 1, 2010 to June 30, 2011

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
October 21, 2010**

- Zeleder Barnes, *former position:* Teacher Harrison County Schools; *re-employment position:* College Coach; salary of \$31, 200 per annum pro rata; *re-employment period:* July 1, 2010 to June 30, 2011
- Lewis Carlisle, *former position:* Director of Technology Rankin County Schools; *re-employment position:* Project Manager/System's Analyst; salary of \$24,960 per annum pro rata; *re-employment period:* July 1, 2010 to June 30, 2011
- William Chambers, *former position:* Principal Leake County Schools; *re-employment position:* College Coach; salary of \$31,200 per annum pro rata; *re-employment period:* July 1, 2010 to June 30, 2011
- Brenda Chaney, *former position:* Counselor Newton County School; *re-employment position:* College Coach; salary of \$31,200 per annum pro rata; *re-employment period:* July 1, 2010 to June 30, 2011
- Benjamin Esquibel, *former position:* Principal Pascagoula Public Schools; *re-employment position:* College Coach; salary of \$31,200 per annum pro rata; *re-employment period:* July 1, 2010 to June 30, 2011
- Christine Guillotte, *former position:* Director Purchasing and Property; *re-employment position:* Director Purchasing and Property; salary of \$22,575 per annum pro rata; *re-employment period:* July 1, 2010 to June 30, 2011
- Michael Haynie, *former position:* Headmaster Oxford University School; *re-employment position:* College Coach; salary of \$31,200 per annum pro rata; *re-employment period:* July 1, 2010 to June 30, 2011
- Shirley King, *former position:* Literacy Coach Jackson Public School; *re-employment position:* College Coach; salary of \$31,200 per annum pro rata; *re-employment period:* July 1, 2010 to June 30, 2011
- Rebecca Marble, *former position:* Principal Leake County School; *re-employment position:* College Coach; salary of \$31,200 per annum pro rata; *re-employment period:* July 1, 2010 to June 30, 2011
- Shirley Nichols, *former position:* Assistant Superintendent Leake County Schools; *re-employment position:* College Coach; salary of \$31,200 per annum pro rata; *re-employment period:* August 30, 2010 to June 30, 2011
- Rita Noullet, *former position:* Teacher Harrison County School; *re-employment position:* College Coach; salary of \$31, 200 per annum pro rata; *re-employment period:* September 27, 2010 to June 30, 2011
- Peggy Orey, *former position:* Literacy Director Jackson Public Schools; *re-employment position:* College Coach; salary of \$31, 200 per annum pro rata; *re-employment period:* July 1, 2010 to June 30, 2011
- Ethel Woodley, *former position:* Teacher North Bolivar School District; *re-employment position:* College Coach; salary of \$31, 200 per annum pro rata; *re-employment period:* September 16, 2010 to June 30, 2011

University of Southern Mississippi

Rehired Retirees making more than \$20,000 who ARE on contract

- Edward Leonard, *former position:* Superintendent of Forest School; *re-employment position:* Visiting Assistant Professor, Department of Educational Leadership and School Counseling; salary of \$25,000 per annum, pro rata; *re-employment period:* August 16, 2010 through May 19, 2011

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
October 21, 2010**

- Perrin Lowrey, *former position:* Assistant Superintendent of Hattiesburg Public Schools; re-employment position: Visiting Associate Professor, Department of Curriculum, Instruction, and Special Education; salary of \$34,400 per annum, pro rata; *re-employment period:* August 16, 2010 through May 19, 2011
- Aubrey K. Lucas, *former position:* President; *re-employment position:* President Emeritus and Professor, Department of Educational Studies and Research; salary of \$100,000 per annum, pro rata; *re-employment period:* July 1, 2010 through June 30, 2011
- Beth Richmond, *former position:* Associate Professor of Curriculum, Instruction and Special Education; *re-employment position:* Administrative Accreditation Assistant and Associate Professor, Department of Curriculum, Instruction, and Special Education; salary of \$42,976 per annum, pro rata; *re-employment period:* July 1, 2010 through June 30, 2011
- Betty Purvis; *former position:* Business Manager; *re-employment position:* Intermittent Worker/Business Manager; salary of \$26,137 per annum, pro rata; *re-employment period* April 1, 2010 to June 30, 2010

CHANGE OF STATUS

Mississippi State University

Richardson, Lynne D.

Mississippi State University - Athletics

Jerry S. Dudley, *from* Associate Women's Track and Head Cross Country Coach, Athletics, salary of \$56,353; E&G Funds; *to*, effective November 1, 2010, Head Coach, Athletics Track and Field, \$70,000.00 per annum, pro rata, effective November 1, 2010. Approval is requested to award a four-year contract to Mr. Dudley effective November 1, 2010 through October 31, 2014

University of Mississippi - Athletics

- Mark Beyers, Head Women's Tennis Coach; Athletics; *from* contract period of July 01, 2010 to June 30, 2014; salary of \$97,000 per annum, pro rata; Auxiliary Funds; *to*, effective September 01, 2010, annual salary of \$102,000 per annum, pro rata; Auxiliary Funds; no change in contract period
- Michael F. Bianco, Head Men's Baseball Coach; Athletics; *from* contract period of July 01, 2010 to June 30, 2014; salary of \$515,000, per annum, pro rata (\$200,000 Auxiliary Funds and \$315,000 Foundation Funds); *to*, effective September 1, 2010, change in distribution of \$515,000 salary (\$220,000 Auxiliary Funds and \$295,000 Foundation Funds); no change in contract period
- Andrew J. Kennedy, Head Men's Basketball Coach; Athletics; *from* contract period of April 1, 2010 to March 31, 2014; salary of \$1,300,000 per annum, pro rata (\$200,000 Auxiliary Funds and \$1,100,000 Foundation Funds); *to*, effective September 1, 2010, change in distribution of \$1,300,000 salary (\$220,000 Auxiliary funds and \$1,080,000); no change in contract period
- Houston D. Nutt, Head Football Coach; Athletics; *from* contract period of January 1, 2010 to December 31, 2013; salary of \$2,625,000 per annum, pro rata (\$200,000 Auxiliary Funds and \$2,425,000 Foundation Funds); *to*, effective September 1, 2010, change in distribution of \$2,625,000 salary (\$220,000 Auxiliary Funds and \$2,405,000 Foundation Funds); no change in contract period

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
October 21, 2010**

LEAVE OF ABSENCE

Jackson State University
Gompa, Vijaya

ACADEMIC AFFAIRS

Presented by Trustee Robin Robinson, Chair

On motion by Trustee Robinson, seconded by Trustee Blakeslee, with Trustee Owens absent and not voting and Trustee Pickering participating by phone, all Trustees legally present and participating voted unanimously to approve agenda item #1 as submitted on the following Academic Affairs Agenda. On motion by Trustee Robinson, seconded by Trustee Blakeslee, with Trustee Owens absent and not voting and Trustee Pickering participating by phone, all Trustees legally present and participating voted unanimously to approve agenda item #2. On motion by Trustee Robinson, seconded by Trustee Patterson, with Trustee Owens absent and not voting and Trustee Pickering participating by phone, all Trustees legally present and participating voted unanimously to approve agenda item #3. On motion by Trustee Robinson, seconded by Trustee Patterson, with Trustee Owens absent and not voting and Trustee Pickering participating by phone, all Trustees legally present and participating voted unanimously to approve agenda item #4.

1. **System** - Based on institution-prepared proposals and subsequent review and approval by the IHL Office of Academic and Student Affairs (OASA), the Board approved the following recommendations.
 - a. **DELETE** the following **4** academic programs:

ASU	Bachelor of Arts in Economics (CIP 45.0601)
ASU	Bachelor of Science in Educational Psychology (CIP 42.2806)
DSU	Bachelor of Business Administration in Office Administration (CIP 52.0204)
USM	Bachelor of Science in Social and Rehabilitative Services (CIP 44.0701)
 - b. **SUSPEND** enrollment into the following **2** academic programs.

ASU	Bachelor of Science in Sports Medicine (CIP 51.0913)
USM	Master of Science in Recreation and Leisure Management (CIP 31.0101)
 - c. **CONTINUE WITH STIPULATION** the following **10** academic programs (these programs will be subjected to additional review by OASA for two years to assess progress toward future productivity):

ASU	Bachelor of Science in Applied Science (CIP 21.0101)
ASU	Education Specialist in Elementary Education (CIP 13.1202)
DSU	Bachelor of Business Administration in Hospitality Service and Management (CIP 52.0901)
JSU	Master of Science in Mathematics (CIP 27.0101)
MSU	Master of Fine Arts in Electronic Visualization (CIP 50.0799)
MSU	Master of Science in Biological Engineering (CIP 14.0501)
UM	Bachelor of Arts in African American Studies (CIP 50.201)
UM	Bachelor of Science in Medical Technology (CIP 51.1005)
USM	Master of Science in Sports and High Performance Materials (CIP 30.0101)
USM	Master of Science in Forensics (CIP 43.0106)

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
October 21, 2010**

2. **System** - Approved the following new academic programs.
- a. *Delta State University* request to offer the *Bachelor of Science in Music Industry Studies* degree.
 - b. *Delta State University* request to offer the *Educational Specialist in Counseling* degree.
 - c. *Mississippi State University* request to offer the *Doctor of Philosophy in Industrial and Systems Engineering* degree.
 - d. *Mississippi University for Women* request to offer the *Master of Science in Global Commerce* degree.
 - e. The *University of Mississippi* request to offer the *Bachelor of General Studies* degree.
 - f. The *University of Mississippi* request to offer the *Bachelor of Science in Integrated Marketing Communications* degree.
3. **System** - Approved for first reading the proposed revisions to Board Policy 602 Freshman Admission Requirements for University System Institutions. (**See Exhibit 1.**)
4. **System** - Approved for first reading the proposed revisions to Board Policy 605 Proof of Immunization shown below.
- 605 PROOF OF IMMUNIZATION
- A. Measles, Mumps, and Rubella
- Proof of immunization of measles, mumps, and rubella is required (two doses of the MMR vaccine) of all students, unless exempt because of (a) actual or suspected pregnancy (measles or rubella vaccines are not required for females who are pregnant; if pregnancy is suspected, a valid certificate of medical exception from a health provider is required until pregnancy is resolved), (b) medical contraindication, or (c) birth prior to 1957. Temporary waivers may be granted for students enrolled in distance learning courses and/or programs where their time on campus is limited to a minimum number of hours as determined by the admitting IHL institution.
- B. HEPATITIS B
- Proof of hepatitis B vaccination is required for students who are involved in health education programs that cause them to be potentially exposed to blood or other bodily fluids.
- C. TUBERCULOSIS
- Proof of test screening for tuberculosis by chest x-ray is required for all international students.

BUDGET, FINANCE & AUDIT AGENDA

Presented by Trustee Aubrey Patterson

On motion by Trustee Patterson, seconded by Trustee Smith, with Trustee Owens absent and not voting and Trustee Pickering participating by phone, all Trustees legally present and participating voted unanimously to approve agenda item #1 as submitted on the following Budget, Finance, and Audit Agenda.

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
October 21, 2010**

1. **MSU** - Approved the following contracts with Cotton Mills Development Group (CMDG).
 - a. Request to sell approximately 8.447 acres of land in the amount of \$2,880,000, the average of two appraisals to CMDG. CMDG agrees to pay the cost for the Buyer's Attorney fees, Deeds, Title Certificates, Surveys, Appraisals, and other Certificates related to closing and shall reimburse the university one-half of the costs for the two completed appraisals as well as for the entire amount of the completed surveys and market surveys previously done. The closing date shall be on or before March 31, 2011. CMDG has the right to close earlier with thirty (30) days written notice to the university. Should the CMDG fall through for any reason, the university reserves the right to repurchase the 8.447 acres from Cotton Mills Development Group for the original purchase price of the property. The Attorney General's Office has reviewed and approved this sale.
 - b. Request to enter into a lease agreement with Cotton Mills Development Group, LLC to lease the Cooley Building and parking area in front of the building for a term of 41 years which will begin as soon as the renovation is complete or two years after the document is signed, whichever is sooner. MSU will then lease back the Cooley Building for an initial term of 10 years with two 10-year renewal options. CMDG may only sublet the renovated building to professional entities such as law firms, accounting firms, and physician offices. CMDG will pay MSU \$300,000 per year for the lease of the Cooley Building, the land upon which it sits, and the area in front of the Cooley Building for total payments of \$12,300,000 over the 41 year term. Additionally, CMDG will provide MSU with up to \$850,000 in cash to pay relocation expenses for MSU staff currently located in the Cooley Building to another location. The Attorney General's Office has reviewed and approved the lease agreement.
 - c. Request to lease back portions of the renovated Cooley Building for an initial term of 10 years with two 10-year renewal options beginning at the date of satisfactory renovation of the Cooley Building. MSU will lease office space from CMDG in the amount of \$600,000 per year for 10 years. Additionally, MSU will guarantee use of the Conference facility in the amount of \$400,000 per year to include conference room rental and food costs associated with use of the conference facility. Subsequent lease terms will be for fair market value at the time of renewal. The first ten year lease will total \$10,000,000 including both the annual lease and conference facility use. MSU will also be responsible for the upkeep of a pro-rata share of common areas during the lease for an undetermined amount, estimated to be \$50,000 annually. Because subsequent renewal periods are for an undetermined future market value, an accurate estimate of future renewals cannot be stated. MSU is not required to use the conference facility after the first 10 year term. The rent will come from a transfer of funds currently being paid to rent other property. The Attorney General's Office has reviewed and approved the lease agreement.

2. **System** - The Board received a presentation of the *Ayers* Accountability Manual which was approved by the Board at the September retreat. In accordance with the *Ayers* Settlement Agreement, the Board, through its counsel, shall provide to lead counsel for the private plaintiffs and counsel for the United States an annual disclosure report reflecting specified line-item information.

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
October 21, 2010**

LEGAL AGENDA

Presented by Trustee Alan Perry, Chair

On motion by Trustee Perry, seconded by Trustee Whitten, with Trustee Owens absent and not voting and Trustee Pickering participating by phone, all Trustees legally present and participating voted unanimously to move agenda items #1 - #8 to the Executive Session Agenda.

1. **UM** - Request to settle IHL Self-Insured Workers' Compensation Claim No. 1997668. **(This item was handled during Executive Session.)**
2. **UMMC** - Request to settle Tort Claim No. 1625. **(This item was handled during Executive Session.)**
3. **USM** - Request to settle the lawsuit styled as *Amacker v. the University of Southern Mississippi, et al.* **(This item was handled during Executive Session.)**
4. **USM** - Request to settle the lawsuit styled as *Fitzgerald v. the University of Southern Mississippi, et al.* **(This item was handled during Executive Session.)**
5. **USM** - Request to settle the lawsuit styled as *Fox v. the University of Southern Mississippi, et al.* **(This item was handled during Executive Session.)**
6. **USM** - Request to settle the lawsuit styled as *Agrusa v. the University of Southern Mississippi, et al.* **(This item was handled during Executive Session.)**
7. **USM** - Request to settle the lawsuit styled as *Krell v. the University of Southern Mississippi, et al.* **(This item was handled during Executive Session.)**
8. **USM** - Request to settle the lawsuit styled as *Pinion Properties, LLC v. the University of Southern Mississippi, et al.* **(This item was handled during Executive Session.)**

INFORMATION AGENDA

Presented by Dr. Hank M. Bounds, Commissioner

ACADEMIC AFFAIRS

1. **JSU** - *Jackson State University* is offering the *Bachelor of Science in Childcare and Family Education* program online to expand student access by providing an alternative program delivery method to traditional classroom instruction.

REAL ESTATE

2. **System** - The Board received the Real Estate items that were approved by the Board staff subsequent to the August 19, 2010 Board meeting in accordance with Board Policy 904 Board Approval. **(See Exhibit 2.)**

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
October 21, 2010**

LEGAL

3. **System** - The Board received a report of the payment of legal fees to outside counsel. (See Exhibit 3.)

ADMINISTRATION/POLICY

4. **System** - In compliance with Board policy, the following items have been approved by the Commissioner on behalf of the Board and are available for review in the Board Office:
- a. **MSU** – On September 30, 2010, approval was granted to enter into a one-year lease renewal with Coblenz Properties, LLC to lease approximately 2,500 square feet of office space located in Starkville, MS for the Mississippi Migrant Education Center.
 - b. **UM** – On October 5, 2010, approval was granted to enter into a thirty-year lease with Par Avion, LLC to lease hanger space located at the University-Oxford Airport.
 - c. **System** – On October 5, 2010, approval was granted to the Fiscal Year 2010 Complimentary Athletic Tickets Report, as required by Board Policy 613 (C) Athletics – Athletic Tickets.
 - d. **System** – On October 12, 2010, the IHL Commissioner reviewed and approved the IHL System’s *Summary of Participation and Optional Fees* for Fiscal Year 2010-11. This summary is a required financial report mandated from IHL Board Policy 702.03 Approval of Tuition, Fees, and Other Student Charges.

EXECUTIVE SESSION

On motion by Trustee Perry, seconded by Trustee Rouse, with Trustee Owens absent and not voting and Trustee Pickering participating by phone, all Trustees legally present and participating voted unanimously to close the meeting to determine whether or not it should declare an Executive Session. On motion by Trustee Perry, seconded by Trustee Blakeslee, with Trustees Owens, Pickering and Ross absent and not voting, all Trustees legally present and participating voted unanimously **to go into Executive Session** for the reasons reported to the public and stated in these minutes, as follows:

Discussion of a litigation matter at the University of Mississippi Medical Center,
Discussion of a prospective litigation matter at the University of Mississippi Medical Center,
Discussion of a litigation matter at the University of Mississippi,
Discussion of 6 litigation matters at the University of Southern Mississippi,
Discussion of a personnel matter at Delta State University,
Discussion of a personnel matter at the University of Southern Mississippi and
Discussion of a personnel matter at the Board Office.

During Executive Session, the following matters were discussed and/or voted upon:

On motion by Trustee Whitten, seconded by Trustee Robinson, with Trustees Owens and Pickering absent and not voting, all Trustees legally present and participating voted unanimously to approve the request to settle Tort Claim No. 1625, styled as *Pearce v. University of Mississippi Medical Center, et al.*, as recommended by counsel.

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
October 21, 2010**

The Board received an update on a prospective litigation matter at the University of Mississippi Medical Center.

On motion by Trustee Blakeslee, seconded Trustee Rouse, with Trustees Owens and Pickering absent and not voting, all Trustees legally present and participating voted unanimously to approve the request to settle the IHL Self-Insured Workers' Compensation claim No. 1997668, styled as *Tutor v. the University of Mississippi, et al.*, as recommended by counsel.

On motion by Trustee Whitten, seconded by Trustee Robinson, with Trustees Owens and Pickering absent and not voting, all Trustees legally present and participating voted unanimously to approve the requests to settle the lawsuits styled as follows: *Amacker v. the University of Southern Mississippi, et al.*, *Fitzgerald v. the University of Southern Mississippi, et al.*, *Fox v. the University of Southern Mississippi, et al.*, *Agrusa v. the University of Southern Mississippi, et al.*, and *Krell v. the University of Southern Mississippi, et al.*

On motion by Trustee Ross, seconded by Trustee Whitten, with Trustees Owens and Pickering absent and not voting, all Trustees legally present and participating voted unanimously to approve the request to settle the lawsuit styled as *Pinion Properties, LLC v. Hadden, et al.* as recommended by counsel if the agreement provides that the settlement can be disclosed, if required, by a court of competent jurisdiction.

On motion by Trustee Blakeslee, seconded by Trustee Rouse, with Trustees Owens and Pickering absent and not voting, all Trustees legally present and participating voted unanimously to authorize Commissioner Hank Bounds to renew the contracts of Dr. John Hilpert, President of Delta State University, and Dr. Martha Saunders, President of the University of Southern Mississippi, for an additional four years.

The Board discussed a personnel matter at the Board Office.

On motion by Trustee Rouse, seconded by Trustee Davidson, with Trustees Owens and Pickering absent and not voting, all Trustees legally present and participating voted unanimously to return to open session.

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
October 21, 2010**

ADJOURNMENT

There being no further business to come before the Board, on motion by Trustee Neely, seconded by Trustee Perry, with Trustees Owens and Pickering absent and not voting, all Trustees legally present and participating voted unanimously to adjourn the meeting.

President, Board of Trustees of State Institutions of Higher Learning

Commissioner, Board of Trustees of State Institutions of Higher Learning

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
October 21, 2010**

EXHIBITS

- Exhibit 1 Proposed amendments to Board Policy 602 Freshman Admission Requirements for University System Institutions for first reading.
- Exhibit 2 Real Estate items that were approved by the IHL Board staff subsequent to the August 19, 2010 Board meeting.
- Exhibit 3 Report of the payment of legal fees to outside counsel.

EXHIBIT 1

October 21, 2010

SYSTEM – APPROVAL OF PROPOSED AMENDMENTS TO BOARD POLICY 602 FRESHMAN ADMISSION REQUIREMENTS FOR UNIVERSITY SYSTEM INSTITUTIONS (FIRST READING)

~~*BEGINNING IN THE SUMMER OF 2012, THE FOLLOWING COLLEGE
PREPARATORY CURRICULUM WILL APPLY.*~~

602 FRESHMAN ADMISSION REQUIREMENTS FOR UNIVERSITY SYSTEM INSTITUTIONS

The high school course requirements set forth below are applicable to students graduating from high school and entering a public institution of higher learning beginning in the summer of 2012.

A. HIGH SCHOOL COURSE REQUIREMENTS

(College Preparatory Curriculum)

<u>Subject</u>	<u>Carnegie Units</u>	<u>Contents and Remarks</u>
<i>English</i>	4	Compensatory Reading and Compensatory Writing may not be included.
<i>Mathematics</i>	4	Includes Algebra I, Geometry, Algebra II, and any one Carnegie Unit of comparable rigor and content. (e.g., Advanced Algebra, Trigonometry, Pre-Calculus, Calculus, AP Calculus AB, AP Calculus BC, Discrete Mathematics, Probability and Statistics, or AP Statistics.)
<i>Science</i>	4	Includes Biology I, Chemistry I, and any two Carnegie Units of comparable rigor and content. (e.g., Physics, Physical Science, Biology II, Chemistry II, AP Chemistry, Physics II, AP Physics B, AP Physics C – Electricity and Magnetism, AP Physics C – Mechanics, Botany, Microbiology, or Human Anatomy and Physiology.)

EXHIBIT 1

October 21, 2010

<i>Social Studies</i>	4	<i>Includes World History, U.S. History, Introduction to World Geography, U.S. Government, Economics, and Mississippi Studies. (Credit earned for a State/Local Government course in any other state may stand in lieu of Mississippi Studies.)</i>
<i>Arts</i>	1	<i>Includes any one Carnegie Unit of visual and performing arts course(s) meeting the requirements for high school graduation.</i>
<i>Advanced Electives</i>	2	<i>Includes any two Carnegie Units of Foreign Language (I and II), Advanced World Geography, and a Foreign Language (I) or any combination of English, mathematics, or lab-based science courses of comparable rigor and content to those required above.</i>
<i>Computer Applications</i>	1/2	<i>Course should emphasize the computer as a productivity tool. Instruction should include the use of application packages, such as word processing and spreadsheets. The course should also include basic computer terminology and hardware operation.</i>
<i>Pre-High School Units</i>		<i>Algebra I, first year Foreign Language, Mississippi Studies, or Computer Applications Studies taken prior to high school will be accepted for admission provided the course content is the same as the high school course.</i>

<u>Subject Area</u>	<u>Required¹ Carnegie Units and Content/Remarks</u>	<u>Recommended² Carnegie Units and Content/Remarks</u>
<u>English</u>	<u>4</u> <u>All must require substantial communications skills (i.e. reading, writing, listening, and speaking).</u>	<u>4</u> <u>Compensatory Reading and Compensatory Writing may not be included.</u>
<u>Mathematics</u>	<u>3</u> <u>Includes Algebra I, Geometry, and Algebra II</u>	<u>4</u> <u>Includes Algebra I, Geometry, Algebra II, and any one Carnegie unit of comparable rigor and</u>

EXHIBIT 1

October 21, 2010

				<u>content. (i.e. Advanced Algebra, Trigonometry, Pre-Calculus, Calculus, AP Calculus AB, AP Calculus BC, Discrete Mathematics, Probability and Statistics, or AP Statistics.)</u>
<u>Science</u>	<u>3</u>	<u>Biology, Advanced Biology, Chemistry, Advanced Chemistry, Physics, and Advanced Physics or any other science course with comparable rigor and content. One Carnegie unit from a Physical Science course with content at a level that may serve as an introduction to Physics and Chemistry may be used. Two of the courses chosen must be laboratory based.</u>	<u>4</u>	<u>Includes Biology I, Chemistry I, and any two Carnegie units of comparable rigor and content (i.e. Physics, Physical Science, Biology II, Chemistry II, AP Chemistry, Physics II, AP Physics B, AP Physics C-Electricity and Magnetism, AP Physics C-Mechanics, Botany, Microbiology, or Human Anatomy and Physiology).</u>
<u>Social Studies</u>	<u>3</u>	<u>Courses should include U.S. History (1 unit), World History (1 unit with substantial geography component), Government (½ unit), and Economics (½ unit) or Geography (½ unit).</u>	<u>4</u>	<u>Includes World History, U.S. History, Introduction to World Geography, U.S. Government, Economics, and Mississippi Studies (credit earned for state/local government course in any other state may stand in lieu of Mississippi Studies).</u>
<u>Arts</u>	<u>=</u>	<u>=</u>	<u>1</u>	<u>Includes any one Carnegie unit of visual and performing arts course(s) meeting the requirements for high school graduation.</u>
<u>Advanced Electives</u>	<u>2</u>	<u>Requirements may be met by earning 2 Carnegie units from the following areas/courses, one of which must be in Foreign Language</u>	<u>2</u>	<u>Includes any two Carnegie units of Foreign Language (I and II), Advanced World Geography, and a Foreign Language I or any</u>

EXHIBIT 1

October 21, 2010

or World Geography.

- Foreign Language
- World Geography
- 4th year lab-based Science
- 4th year Mathematics

combination of English, mathematics, or lab-based science courses of comparable rigor and content to those required above.

Computer Applications

1/2

1/2

Course should emphasize the computer as a productivity tool. Instruction should include the use of application packages, such as word processing and spreadsheets. The course should also include basic computer terminology and hardware operation.

Pre-High School Units

Algebra I, first year Foreign Language, Mississippi Studies, or Computer Applications taken prior to high school will be accepted for admission provided the course content is the same as the high school course.

Total

15.5

19.5

¹High school Carnegie units **required for regular admission** to an IHL institution

²Recommended high school Carnegie units to enhance preparedness for college-level work

EXHIBIT 2

October 21, 2010

SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE AUGUST 19, 2010 BOARD MEETING SUBMISSION DEADLINE

NOTE: THE FOLLOWING ITEMS WERE APPROVED BY THE BOARD'S REAL ESTATE AND FACILITIES STAFF ACCORDING TO BOARD POLICY §904 (A) BOARD APPROVAL WHICH STATES:

1. ASU – GS 101-282 – Campus Safety & Security

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved the **Initiation** of the above project in the amount of \$250,000. All project initiations with a project budget of \$1,000,000 or less and that use state bond funds or *Ayers* funds as a funding source require staff approval. Approval is requested from the Bureau of Building, Grounds, and Real Property.

Staff Approval Date: August 20, 2010

Project Initiation Date: August 20, 2010

Design Professional: The Power Source

General Contractor: N/A

Contract Award Date: N/A

Project Budget: \$250,000

Funding Source(s): HB 246, Laws of 2007 IHL Discretionary Fund

2. ASU – GS 101-283 – Student Health Center

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved the **Initiation** of the above project in the amount of \$750,000. All project initiations with a project budget of \$1,000,000 or less and that use state bond funds or *Ayers* funds as a funding source require staff approval. Approval is requested from the Bureau of Building, Grounds, and Real Property.

Staff Approval Date: August 5, 2010

Project Initiation Date: August 5, 2010

Design Professional: M3 Architects

General Contractor: N/A

Contract Award Date: N/A

Project Budget: \$750,000

Funding Source(s): HB 1701, Laws of 2010

3. ASU – GS 101-284 – Building Envelope Repairs

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved the **Initiation** of the above project in the amount of \$1,000,000. All project initiations with a project budget of \$1,000,000 or less and that use state bond funds or *Ayers* funds as a funding source require staff approval. Approval is requested from the Bureau of Building, Grounds, and Real Property.

Staff Approval Date: August 5, 2010

Project Initiation Date: August 5, 2010

Design Professional: Burris/Wagnon

EXHIBIT 2

October 21, 2010

General Contractor: N/A

Contract Award Date: N/A

Project Budget: \$1,000,000

Funding Source(s): HB 1701, Laws of 2010 (\$500,000); DFA Discretionary Funds (\$500,000)

4. DSU – GS 102-226 – Science Lab Renovation – Phase II

Staff Approval #1: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #2** in the amount of \$5,709.02 and two (2) additional days to the contract of Century Construction and Realty, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property.

Staff Approval #2: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #3** in the amount of \$13,519.94 and five (5) additional days to the contract of Century Construction and Realty, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property.

Staff Approval #3: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #4** in the amount of \$38,673.82 and eleven (11) additional days to the contract of Century Construction and Realty, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property.

Staff Approval Date: (#1-2) August 11, 2010; (#3) August 31, 2010

Change Order Justification: **Change Order #2** is necessary to install a gas shut-off valve at existing 2” underground service to Caylor Building, repair one section of 18” storm drain along 4th Avenue and installation of new Pump Station and associated sewer and electrical lines in a different location. **Change Order #3** is necessary to repair unforeseen existing electrical service encountered during foundation installation, to restore power to classrooms affected by the resultant outage, and to re-route the existing electrical service outside the area of the foundation. **Change Order #4** is necessary to modify structural pile layout and foundation details, re-route existing sewer line encountered, to repair existing electrical service encountered during foundations installation in order to restore power to occupied spaces affected by the resultant outage, and to re-route existing electrical service outside and above the area of the new foundation installation.

Total Project Change Orders and Amount: Four (4) change orders for a total amount of \$114,554.75

Project Initiation Date: August 21, 2008

Design Professional: Architecture South P.A.

General Contractor: Century Construction and Realty, Inc.

Contract Award Date: December 16, 2009

Project Budget: \$4,750,000

Funding Source(s): HB 1641, Laws of 2008 (\$1,000,000); HB 1722, Laws of 2009 (\$3,750,000)

5. JSU – GS 103-219 – Johnson/Dansby Replacement Phase I (Johnson Replacement)

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #5** in the amount of \$83,771.77 and zero (0) additional days to

EXHIBIT 2

October 21, 2010

the contract of Harrell Contracting Group, LLC. Approval is requested from the Bureau of Building, Grounds, and Real Property.

Staff Approval Date: August 23, 2010

Change Order Justification: The change order is necessary to add ice and water shield membrane under all parapet wall caps, provide various Using Agency changes, accommodate furniture and equipment installation, and extend the sanitary sewer line to the existing S.S. manhole. Also, the change order will allow for the addition of 17 fire dampers and additional rated wall framing in 3 locations.

Total Project Change Orders and Amount: Five (5) change orders for a total amount of \$188,081.11

Project Initiation Date: November 20, 2003

Design Professional: Foil-Wyatt Architects & Planners, PLLC

General Contractor: Harrell Contracting Group, LLC

Contract Award Date: March 30, 2009

Project Budget: \$13,773,590

Funding Source(s): SB 2010, Laws of 2004; HB 246, Laws of 2007 (\$11,773,590); HB 1641, Laws of 2008 (\$2,000,000)

6. JSU – GS 103-256 – Mechanical Upgrades

Staff Approval #1: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Contract Documents** as submitted by The CGM Group, design professional. Approval is requested from the Bureau of Building, Grounds, and Real Property.

Staff Approval #2: In accordance with Board Policy §904 (A) Board Approval, Board staff **approved request to advertise for receipt of bids.** Approval is requested from the Bureau of Building, Grounds, and Real Property. Approval is requested from the Bureau of Building, Grounds, and Real Property.

Staff Approval Date: August 11, 2010

Project Initiation Date: August 20, 2009

Design Professional: The CGM Group

General Contractor: N/A

Contract Award Date: N/A

Project Budget: \$2,200,000

Funding Source(s): HB 1722, Laws of 2009 (\$1,200,000); HB 246, Laws of 2007 (\$1,000,000)

7. JSU – GS 103-256 – Mechanical Upgrades – Phase I (T.B. Ellis)

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #1** in the amount of \$7,750.00 and thirty-two (32) additional days. Approval is requested from the Bureau of Building, Grounds, and Real Property.

Staff Approval Date: September 8, 2010

Change Order Justification: The change order is necessary to due to the wiring to the cooling tower that is being replaced being undersized for the old tower requirements and is therefore undersized for the new tower requirements. The change order will place a

EXHIBIT 2

October 21, 2010

new raceway with underground bore below asphalt drive to accommodate the tower connection requirements.

Total Project Change Orders and Amount: One (1) change order for a total amount of \$7,750.00

Project Initiation Date: August 20, 2009

Design Professional: The CGM Group

General Contractor: N/A

Contract Award Date: N/A

Project Budget: \$2,200,000

Funding Source(s): HB 1722, Laws of 2009 (\$1,200,000); HB 246, Laws of 2007 (\$1,000,000)

8. MSU – GS 105-310 – Harned Hall Renovation – Phase I

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #4** in the amount of \$375,304.55 and zero (0) additional days to the contract of Harrell Contracting Group, LLC. Approval is requested from the Bureau of Building, Grounds, and Real Property.

Staff Approval Date: July 28, 2010

Change Order Justification: The change order is necessary to install conduit and junction boxes for future “Smart Board”, (2) add new communications box in front of Hilbun Hall to replace existing, provide additional underground communications conduit from new box to existing, (2) add chain link fence at elevator equipment room, add two new door frames and doors, (3) sandblast existing walls to remove existing paint then repair plaster to acceptable finish, and add lab casework umbilical enclosures.

Total Project Change Orders and Amount: Four (4) change orders for a total amount of \$607,177.64

Project Initiation Date: May 1, 2007

Design Professional: Eley Guild Hardy Architects

General Contractor: Harrell Contracting Group, LLC

Contract Award Date: April 7, 2009

Project Budget: \$17,000,000

Funding Source(s): SB 2010, Laws of 2004 (\$5,000,000); HB 246, Laws of 2007 (\$12,000,000)

9. MSU – GS 105-314 – Middleton Hall Renovation Phase II

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #1** in the amount of \$30,319.20 and zero (0) additional days to the contract of Weathers Construction, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property.

Staff Approval Date: August 31, 2010

Change Order Justification: The change order is necessary for the removal of additional Asbestos Containing Material (ACM) that was discovered in concealed locations during the demolition process.

Total Project Change Orders and Amount: One (1) change order for a total amount of \$30,319.20

EXHIBIT 2

October 21, 2010

Project Initiation Date: November 18, 2005

Design Professional: Shafer & Associates

General Contractor: Weathers Construction, Inc.

Contract Award Date: April 23, 2010

Project Budget: \$3,750,000

Funding Source(s): HB 246, Laws of 2007 (\$3,000,000); SB 2010, Laws of 2004 (\$750,000)

10. MSU – GS 113-117 – Wise Center Storm Repairs

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #1** in the amount of (\$4,838.00) and zero (0) additional days to the contract of Thrash Commercial Contractors, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property.

Staff Approval Date: July 26, 2010

Change Order Justification: The change order is a request for credit with no extension of the contract time. This change order eliminates the exterior stucco in the project and replaces it with brick veneer, which will require less maintenance, and will match the original finish of the building.

Total Project Change Orders and Amount: One (1) change order for a total credit amount of \$4,838.00

Project Initiation Date: October 20, 2006

Design Professional: Pryor & Morrow Architects and Engineers, P.A.

General Contractor: Thrash Commercial contractors, Inc.

Contract Award Date: January 25, 2010

Project Budget: \$6,790,000

Funding Source(s): HB 1634, Laws of 2006 (\$1,726,000); HB 1641, Laws of 2008 (\$3,000,000); HB 1722, Laws of 2009 (\$2,000,000); MSU-CVM (\$64,000)

11. MSU – IHL 205-235-B – New Residence Hall Complex

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #2** in the amount of (\$196,777.04) and eleven (11) additional days to the contract of Harrell Contracting Group, LLC.

Staff Approval Date: August 2, 2010

Change Order Justification: The change order is necessary to add HVAC Access Panels, Floor drains, addition of two drinking fountains, raise Catwalk, Rice Hall Loop Changes, Addition of Butterfly Valves, additional Doors & Cabinets, Media Walls (2-4), Shutoff Valves on 2nd & 4th floor, Joist Replacement, Revised Boiler Vents, Fiber Change, a request for credit with no extension of the contract time. This change order eliminates the exterior stucco in the project and replaces it with brick veneer, which will require less maintenance, and will match the original finish of the building.

Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$243,603.06

Project Initiation Date: April 16, 2008

Design Professional: LPK Architects, P.A.

General Contractor: Harrell Contracting Group, LLC

EXHIBIT 2

October 21, 2010

Contract Award Date: June 22, 2009

Project Budget: \$29,960,000

Funding Source(s): EBC Bonds

12. MSU – IHL 205-245 – Spencer Track Renovations

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #1** in the amount of (123,726.22) and twenty-eight (28) additional days to the contract of Panola Construction Company.

Staff Approval Date: July 26, 2010

Change Order Justification: The change order is necessary for the lowering of the grades, changing the substrate, and adding drainage to the track infield at the request of MSU.

Total Project Change Orders and Amount: One (1) change order for a total amount of \$123,726.22

Project Initiation Date: June 18, 2009

Design Professional: CHA Sports

General Contractor: Panola Construction Company

Contract Award Date: March 2, 2010

Project Budget: \$3,200,000

Funding Source(s): MSU Athletic Department Funds

13. MSU – IHL 205-251 – ICET – SERC Pilot Scale Facility

Staff Approval #1: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Schematic Design Documents** as submitted by Shafer and Associates, design professional.

Staff Approval #2: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Design Development Documents** as submitted by Shafer and Associates, design professional.

Staff Approval Date: August 2, 2010

Project Initiation Date: January 21, 2010

Design Professional: Shafer and Associates

General Contractor: N/A

Contract Award Date: N/A

Project Budget: \$1,200,000

Funding Source(s): Federal Grant from the U.S. Dept. of Energy

14. MVSU – GS 106-201 – J. H. White Library Enhancements

Staff Approval #1: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Design Development Documents** as submitted by Duvall, Decker & Associates. Approval is requested from the Bureau of Building, Grounds, and Real Property.

Staff Approval #2: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **request to advertise for receipt of bids**. Approval is requested from the Bureau of Building, Grounds, and Real Property.

Staff Approval Date: August 13, 2010

EXHIBIT 2

October 21, 2010

Project Initiation Date: February 22, 2008
Design Professional: Duvall, Decker & Associates
General Contractor: N/A
Contract Award Date: N/A
Project Budget: \$11,500,000
Funding Source(s): HB 1641, Laws of 2008 (\$250,000); Laws of 2004 (\$250,000); SB 2988, Laws of 2003 (\$255,000) and SB 3158, Laws of 2001 (\$745,000); AYERS (\$7,500,000); HB 1722, Laws of 2009 (\$2,500,000)

15. MVSU – GS 106-230 – Stadium Seating Replacement

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved the **Initiation** of the above project in the amount of \$1,000,000. All project initiations with a project budget of \$1,000,000 or less and that use state bond funds or *Ayers* funds as a funding source require staff approval. Approval is requested from the Bureau of Building, Grounds, and Real Property.

Staff Approval Date: September 2, 2010
Project Initiation Date: September 2, 2010
Design Professional: JBHM Architects
General Contractor: N/A
Contract Award Date: N/A
Project Budget: \$1,000,000
Funding Source(s): HB 1701, Laws of 2010

16. MVSU – GS 106-231 – MVSU Dorm Security

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved the **Initiation** of the above project in the amount of \$275,000. All project initiations with a project budget of \$1,000,000 or less and that use state bond funds or *Ayers* funds as a funding source require staff approval. Approval is requested from the Bureau of Building, Grounds, and Real Property.

Staff Approval Date: September 2, 2010
Project Initiation Date: September 2, 2010
Design Professional: The Power Source
General Contractor: N/A
Contract Award Date: N/A
Project Budget: \$275,000
Funding Source(s): HB 1722, Laws of 2009

17. UM – GS 107-284 – Faser Hall 3rd Floor

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #12** in the amount of (\$0) and sixteen (16) additional days to the contract of Panola Construction Company.

Staff Approval Date: August 2, 2010
Change Order Justification: The change order is due to a delay as a result of the University's integration of the Building Controls System for the space. The work could

EXHIBIT 2

October 21, 2010

not be completed until the Control system was commissioned and activated by University personnel.

Total Project Change Orders and Amount: Twelve (12) change orders for a total amount of \$206,633.35

Project Initiation Date: November 17, 2005

Design Professional: Cooke Douglas Farr Lemons

General Contractor: CIG Contractors

Contract Award Date: June 25, 2007

Project Budget: \$3,600,000

Funding Source(s): SB 2010, Laws of 2004

18. UM – IHL 207-258 – New Law School

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #8** in the amount of \$75,180.34 and eight (8) additional days to the contract of W. G. Yates Construction.

Staff Approval Date: August 24, 2010

Change Order Justification: The change order is necessary to modify the site left in place by previous work, add Audio Visual Racks, to reduce length of cabling runs to the central communication closet on each floor, add communication closets at three locations, relocate thermostats, provide and install transformers for the 264 VAV boxes that were excluded from mechanical controls proposal, site modifications at various locations, change cleanouts from round to square, add panelboard to 1st floor electrical room, move fire hydrant, and add conduit due to additional communications needs in two locations.

Total Project Change Orders and Amount: Eight (8) change orders for a total amount of \$754,352.13

Project Initiation Date: April 21, 2005

Design Professional: Eley Guild Hardy Architects

General Contractor: W. G. Yates Construction

Contract Award Date: March 27, 2008

Project Budget: \$50,000,000

Funding Source(s): HB 246, Laws of 2007, GO Bonds (\$10,000,000); Educational Building Corporation (EBC) Bonds (\$19,977,699.06); Private Gifts and Federal Grant (\$20,022,300.94)

19. UM – IHL 207-279 – Old Chemistry Interiors

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #8** in the amount of \$10,636.26 and zero (0) additional days to the contract of Panola Construction Company.

Staff Approval Date: August 24, 2010

Change Order Justification: The change order is necessary to remove existing HVAC ductwork from attic to allow installation of stainless steel ductwork for fume hood, install additional tee's in existing mechanical system piping, add acid waste piping needed for exhaust fans on 4th floor, add seven sprinkler heads due to ceiling furr down changes, disconnect power, move projection screen and reconnect power to screen in Room 319,

EXHIBIT 2

October 21, 2010

remove remnants of existing VCT and install new VCT in elevator, examine all plumbing fixtures in the male & female bathrooms on four floors of the building, and replace projection screen wall switches.

Total Project Change Orders and Amount: Eight (8) change orders for a total amount of \$259,908.96.

Project Initiation Date: May 18, 2006

Design Professional: The McCarty Group

General Contractor: Panola Construction Company

Contract Award Date: February 18, 2009

Project Budget: \$4,500,000

Funding Source(s): Internal R&R

20. UM – IHL 207-306 – Center for Manufacturing Excellence

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #5** in the amount of (\$43,677.91) and zero (0) additional days to the contract of Panola Construction Company.

Staff Approval Date: July 19, 2010

Change Order Justification: The change order is necessary for waterproofing of below grade wall, termite pre-treatment, change size of prairie stone, additional closet to be made out of space adjacent to room 208, an alcove added to space adjacent to room 213, and changes to the plaza area including waterproofing/insulation.

Total Project Change Orders and Amount: Five (5) change orders for a total amount of \$402,014.14

Project Initiation Date: November 15, 2007

Design Professional: Cooke Douglas Farr Lemons

General Contractor: Panola Construction Company

Contract Award Date: November 13, 2008

Project Budget: \$17,700,000

Funding Source(s): Mississippi Development Authority

21. UM – IHL 207-321 – North Residential College – Bid Package A

Staff Approval #1: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #3** in the amount of \$3,680.81 and zero (0) additional days to the contract of M & N Excavators, Inc.

Staff Approval #2: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #4** in the amount of \$7,910.90 and zero (0) additional days to the contract of M & N Excavators, Inc.

Staff Approval #3: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #5** in the amount of \$19,892.00 and zero (0) additional days to the contract of M & N Excavators, Inc.

Staff Approval Date: July 19, 2010

Change Order Justification: **Change Order #3** is necessary due to the wet ground in courtyard, the construction equipment traffic sank deeper into the mud than typical and damaged the storm drain pipes that had been installed to carry the water out of this area.

Change Order #4 is necessary to furnish & install footing wall at sidewalk plaza in order

EXHIBIT 2

October 21, 2010

to install retaining wall and extend sidewalk and plaza concrete as requested by UM Housing. **Change Order #5** is necessary to furnish & install re-work of Phase II parking lot as requested by University Administration.

Total Project Change Orders and Amount: Five (5) change orders for a total amount of \$37,483.71

Project Initiation Date: March 19, 2009

Design Professional: Cooke Douglas Farr Lemons/Eley Guild Hardy – A Joint Venture

General Contractor: M & N Excavators, Inc.

Contract Award Date: September 4, 2009

Project Budget: \$25,000,000

Funding Source(s): Internal R & R (\$5,700,000); Educational Building Corporation (EBC) Bonds (\$14,700,000); Private Gifts (\$4,600,000)

22. UM – IHL 207-321 – North Residential College – Bid Package C

Staff Approval #1: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #2** in the amount of \$14,740.00 and zero (0) additional days to the contract of Selective Masonry.

Staff Approval #2: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #3** in the amount of \$275.00 and zero (0) additional days to the contract of Selective Masonry.

Staff Approval Date: July 19, 2010

Change Order Justification: **Change Order #2** is necessary to furnish & install wall around proposed trash dumpster location and extend sidewalk and plaza concrete as requested by UM Housing. **Change Order #3** is necessary to furnish & install the electrical, mechanical, plumbing, glazing, framing & rough-in changes to the Servery, Food Prep and Kitchen areas.

Total Project Change Orders and Amount: Three (3) change orders for a total amount of \$16,215.

Project Initiation Date: March 19, 2009

Design Professional: Cooke Douglass Farr Lemons/ Eley Guild Hardy - A Joint Venture

General Contractor: Selective Masonry

Contract Award Date: July 1, 2009

Project Budget: \$25,000,000

Funding Source(s): Internal R&R (\$5,700,000); Educational Building Corporation (EBC) Bonds (\$14,700,000); Private Gifts (\$4,600,000)

23. UM – IHL 207-321 – North Residential College – Bid Package E

Staff Approval #1: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #5** in the amount of \$2,624.00 and zero (0) additional days to the contract of Pitman Glass Company.

Staff Approval #2: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #6** in the amount of \$8,577.00 and zero (0) additional days to the contract of Pitman Glass Company.

Staff Approval Date: July 19, 2010

EXHIBIT 2

October 21, 2010

Change Order Justification: **Change Order #5** is necessary to furnish & install mirrors in fitness room including outlet covers. **Change Order #6** is necessary for changes to Served, food prep and kitchen area as requested by Aramark Food Service.
Total Project Change Orders and Amount: Six (6) change orders for a total amount of \$35,746.00

Project Initiation Date: March 19, 2009

Design Professional: Cooke Douglass Farr Lemons/ Eley Guild Hardy - A Joint Venture

General Contractor: Pitman Glass Company

Contract Award Date: July 1, 2009

Project Budget: \$25,000,000

Funding Source(s): Internal R&R (\$5,700,000); Educational Building Corporation (EBC) Bonds (\$14,700,000); Private Gifts (\$4,600,000)

24. UM – IHL 207-321 – North Residential College – Bid Package G

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #5** in the amount of \$10,692.70 and zero (0) additional days to the contract of Clinton Interiors.

Staff Approval Date: July 19, 2010

Change Order Justification: The change order is necessary to furnish and install millwork, drywall in elevator equipment room, two shower doors for residence bathroom tubs, also to install a temporary dust wall at South College kitchen, remove and replace curbs at server, change swing of door, frame and drywall one plumbing chase and one chase wall, tear out walls and replace drywall around freezer at South College.

Total Project Change Orders and Amount: Five (5) change orders for a total amount of (\$43,891.80).

Project Initiation Date: March 19, 2009

Design Professional: Cooke Douglass Farr Lemons/ Eley Guild Hardy - A Joint Venture

General Contractor: Clinton Interiors

Contract Award Date: September 4, 2009

Project Budget: \$25,000,000

Funding Source(s): Internal R&R (\$5,700,000); Educational Building Corporation (EBC) Bonds (\$14,700,000); Private Gifts (\$4,600,000)

25. UM – IHL 207-321 – North Residential College – Bid Package H

Staff Approval #1: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #2** in the amount of \$1,720.00 and zero (0) additional days to the contract of Specialty Finishes, Inc.

Staff Approval #2: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #3** in the amount of \$2,404.00 and zero (0) additional days to the contract of Specialty Finishes, Inc.

Staff Approval Date: (#1) July 19, 2010; (#2) July 26, 2010

Change Order Justification: **Change Order #2** is necessary to paint exposed sprinkler pipe for ease of identification as requested by the Fire Marshall (City of Oxford).

EXHIBIT 2

October 21, 2010

Change Order #3 is necessary to furnish & install paint at stairwell handrails at stairs 1 & 2.

Total Project Change Orders and Amount: Three (3) change orders for a total amount of \$6,874.00.

Project Initiation Date: March 19, 2009

Design Professional: Cooke Douglass Farr Lemons/ Eley Guild Hardy - A Joint Venture

General Contractor: Specialty Finishes, Inc.

Contract Award Date: July 1, 2009

Project Budget: \$25,000,000

Funding Source(s): Internal R&R (\$5,700,000); Educational Building Corporation (EBC) Bonds (\$14,700,000); Private Gifts (\$4,600,000)

26. UM – IHL 207-321 – North Residential College – Bid Package I

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #3** in the amount of \$8,435.00 and zero (0) additional days to the contract of Craft Croswell, Inc.

Staff Approval Date: July 26, 2010

Change Order Justification: The change order is necessary to furnish and install material and labor necessary to patch floor and wall tile in food prep and kitchen areas.

Total Project Change Orders and Amount: Three (3) change orders for a total amount of \$16,583.00

Project Initiation Date: March 19, 2009

Design Professional: Cooke Douglass Farr Lemons, Ltd and Eley & Associates, a Joint Venture

General Contractor: Craft Croswell, Inc.

Contract Award Date: July 1, 2009

Project Budget: \$25,000,000

Funding Source(s): Internal R&R (\$5,700,000); Educational Building Corporation (EBC) Bonds (\$14,700,000); Private Gifts (\$4,600,000)

27. UM – IHL 207-321 – North Residential College – Bid Package M

Staff Approval #1: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #6** in the amount of \$771.00 and zero (0) additional days to the contract of South Central Heating & Plumbing Co., Inc.

Staff Approval #2: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #7** in the amount of \$28,112.00 and zero (0) additional days to the contract of South central Heating & Plumbing Co., Inc.

Staff Approval #3: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #8** in the amount of \$1,136.00 and zero (0) additional days to the contract of South Central Heating & Plumbing Co., Inc.

Staff Approval Date: August 2, 2010

Change Order Justification: **Change Order #6** is necessary in order to furnish and install fire damper in the lower level. **Change Order #7** is necessary to add FS-1 and additional sanitary sewer piping and to furnish and install re-heat piping, insulation and

EXHIBIT 2

October 21, 2010

controls for the re-heat piping at ERV's 1 & 2. **Change Order #8** is necessary to furnish and install 30 gallons of chemical treatment to the closed loop system in the existing CMP system as per the direction of the engineer to keep the system from being damaged. **Total Project Change Orders and Amount:** Eight (8) change orders for a total amount of (\$4,379.00).

Project Initiation Date: April 21, 2005

Design Professional: Cooke Douglass Farr Lemons/Eley Guild Hardy – A Joint Venture

General Contractor: South Central Heating & Plumbing Co., Inc.

Contract Award Date: September 4, 2009

Project Budget: \$25,000,000

Funding Source(s): Internal R & R (\$5,700,000); Educational Building Corporation (EBC) Bonds (\$14,700,000); Private Gifts (\$4,600,000)

28. UM – IHL 207-321 – North Residential College – Bid Package N

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #13** in the amount of \$48,316.50 and zero (0) additional days to the contract of Drywall Systems Plus, Inc.

Staff Approval Date: July 26, 2010

Change Order Justification: The change order is necessary to furnish and install electrical outlets in the communication rooms, furnish and install site lighting needed for the south, west and Faculty Row areas, electrical revision to provide server expansion, and to furnish and install electrical panel LB and 45 KVA dry type transformer in the CMP to serve future bike rack and boiler control panel.

Total Project Change Orders and Amount: Thirteen (13) change orders for a total amount of \$137,463.25

Project Initiation Date: March 19, 2009

Design Professional: Cooke Douglass Farr Lemons/ Eley Guild Hardy - A Joint Venture

General Contractor: Advance Electric Co., Inc.

Contract Award Date: July 1, 2009

Project Budget: \$25,000,000

Funding Source(s): Internal R&R (\$5,700,000); Educational Building Corporation (EBC) Bonds (\$14,700,000); Private Gifts (\$4,600,000)

29. UM – IHL 207-329 – Triplett Alumni Center Renovation

Staff Approval #1: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #4** in the amount of \$63,567.60 and zero (0) additional days to the contract of Hooker Construction Company.

Staff Approval #2: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #5** in the amount of \$8,160.00 and zero (0) additional days to the contract of Hooker Construction Company.

Staff Approval #3: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #6** in the amount of \$3,840.00 and zero (0) additional days to the contract of Hooker Construction Company.

Staff Approval Date: (#1) July 26, 2010 (#2) August 2, 2010 (#3) August 13, 2010

EXHIBIT 2

October 21, 2010

Change Order Justification: **Change Order #4** is necessary due to an additional cost of control system above the allowed amount, to add a sink in Tim's office, and to add three compartment sinks and water heater in Kitchen Room 110. **Change Order #5** is due to test and balance of HVAC not included in the construction documents. **Change Order #6** is necessary to insulate under portion of old roof.

Total Project Change Orders and Amount: Six (6) change orders for a total amount of \$94,006.40

Project Initiation Date: September 17, 2009

Design Professional: Foil-Wyatt Architects

General Contractor: Hooker Construction Company

Contract Award Date: December 16, 2009

Project Budget: \$1,998,091.37

Funding Source(s): Internal R&R (\$999,045.68); Private Gifts (\$999,045.69)

30. UMMC – IHL 209-515 – Surgical Short Stay Renovation

Staff Approval #1: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #2** in the amount of \$112,058.00 and ninety-eight (98) additional days to the contract of Evan Johnsons and Sons.

Staff Approval #2: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #3** in the amount of \$11,500.00 and five (5) additional days to the contract of Evan Johnsons and Sons.

Staff Approval Date: (#1) July 26, 2010; (#2) August 30, 2010

Change Order Justification: **Change Order #2** is necessary due to existing structural issues with changing pipe supports, to remove asbestos floor tile and pipe insulation in Area B, to install conduit and wire to Panel EDPI, to relocate voice & data receptacles, to remove metal panels that were inside walls between shell space and Area B, to make piping modifications to accommodate the 5 East Project, MTU location change, to demo existing metal framing, conduits, mechanical and install a CMU wall inside the existing masonry wall, for corrections and modifications with plumbing for the fast track project area, and to install a topping slab in Area B. **Change Order #3** is necessary for re-routing of 2 inch electrical conduit and wiring to re-feed service to panel on hospital third floor.

Total Project Change Orders and Amount: Three (3) change orders for a total amount of \$203,896.00

Project Initiation Date: November 21, 2008

Design Professional: Cooke Douglass Farr Lemons

General Contractor: Evan Johnsons and Sons

Contract Award Date: June 10, 2009

Project Budget: \$7,735,000

Funding Source(s): Hospital Patient Revenue

31. UMMC– IHL 209-521 – Pediatric ICU Renovations

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #2** in the amount of \$16,645.00 and zero (0) additional days to the contract of Fountain Construction Company.

EXHIBIT 2

October 21, 2010

Staff Approval Date: August 2, 2010

Change Order Justification: The change order is necessary to provide a new data room within the Educator's Office to accommodate a server and a dedicated VAV box to handle the cooling needs of the room, change hardware to provide ease of access by staff by using "punch style" locksets in lieu of keyed locks, and to change upper cabinet depth on work station cabinets.

Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$35,423.00

Project Initiation Date: March 19, 2009

Design Professional: The McCarty Group

General Contractor: Fountain Construction Company

Contract Award Date: September 1, 2009

Project Budget: \$3,122,978

Funding Source(s): Hospital Patient Revenue

32. UMMC – IHL 209-527 – Ophthalmology Renovations-764 Lakeland

Staff Approval #1: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Contract Documents** as submitted by Dale and Associates design professional. Approval is requested from the Bureau of Building, Grounds, and Real Property Management.

Staff Approval #2: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **request to advertise for receipt of bids**. Approval is requested from the Bureau of Building, Grounds, and Real Property.

Staff Approval #3: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **the award of contract** to Fountain Construction Company, the lower of twelve (12) bidders, for a total contract amount of \$2,538,000. Approval is requested from the Bureau of Building, Grounds, and Real Property.

Staff Approval Date: (#1-2) July 26, 2010; (#3) September 1, 2010

Project Initiation Date: August 20, 2009

Design Professional: Dale and Associates

General Contractor: Fountain Construction Company

Contract Award Date: September 1, 2010

Project Budget: \$5,279,000

Funding Source(s): Interest Income and Restricted Funds

33. UMMC – IHL 209-532 – Cardiovascular Renovations

Staff Approval #1: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Schematic Design Documents** as submitted by Cooke Douglass Farr Lemons design professional.

Staff Approval Date: August 20, 2010

Project Initiation Date: February 18, 2010

Design Professional: Cooke Douglass Farr Lemons

General Contractor: N/A

Contract Award Date: N/A

Project Budget: \$17,182,052

EXHIBIT 2

October 21, 2010

Funding Source(s): MCEBC Funds

34. UMMC – IHL 209-535 – Learning Resources Renovations 2010

Staff Approval #1: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Schematic Design Documents** as submitted by Cooke Douglass Farr Lemons design professional.

Staff Approval #2: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Design Development Documents** as submitted by Cooke Douglass Farr Lemons design professional.

Staff Approval Date: August 11, 2010

Project Initiation Date: April 14, 2010

Design Professional: Cooke Douglass Farr Lemons

General Contractor: N/A

Contract Award Date: N/A

Project Budget: \$2,850,000

Funding Source(s): Interest Income (\$850,000); MCEBC Funds (\$2,000,000)

35. USM– GS 108-255 – Textbook Services Center Renovation

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #2** in the amount of \$108,102.00 and one hundred seventy-five (175) additional days to the contract of DC General Contractors, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property.

Staff Approval Date: August 13, 2010

Change Order Justification: The change order is necessary for installation of a new water line connecting the University water service to the City of Hattiesburg water system due to water pressure problems with other sprinkler systems on the campus near the site.

Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$111,480.25

Project Initiation Date: February 21, 2008

Design Professional: Landry and Lewis Architects, P.A.

General Contractor: DC General Contractors

Contract Award Date: May 12, 2009

Project Budget: \$1,500,000

Funding Source(s): HB 1641, Laws of 2008

EXHIBIT 3

October 21, 2010

SYSTEM - REPORT OF PAYMENTS TO OUTSIDE COUNSEL

Legal fees approved for payment to outside counsel in relation to litigation and other matters:

Payment of legal fees for professional services rendered by David Ware & Associates (statements dated 7/1/10, 7/1/10, 7/1/10, 7/1/10, 8/1/10, 8/16/10, 9/1/10, 9/1/10, 9/1/10 and 9/1/10) from the funds of Mississippi State University. (These statements, in the amounts of \$118.70, \$59.90, \$2,500.00, \$1,500.00, \$2,500.00, \$2,000.00, \$5.10, \$6.20, \$14.14 and \$14.14, respectively, represent services and expenses in connection with labor certifications.)

TOTAL DUE.....\$ 8,718.18

Payment of legal fees for professional services rendered by Butler, Snow, O'Mara, Stevens & Cannada (statements dated 6/21/10, 7/26/10 and 7/26/10) from the funds of the University of Mississippi Medical Center. (These statements represent services and expenses in connection with General Advice-UMMC North Clinic - \$6,518.00, General Rep. of the Medical School and Facility Practice Plans-UMMC North Clinic - \$43.00 and General Advice-UMMC North Clinic - \$1,925.00, respectively.)

TOTAL DUE.....\$ 8,486.00

Payment of legal fees for professional services rendered by John Kitchens, Esq. (statements dated 6/30/10) from the funds of the University of Mississippi Medical Center. (These statements represent services and expenses in connection with the cases styled *Kermode* (Federal Case) - \$6,270.00; *Monique Varnado* - \$4,224.00; UMMC - General - \$390.00; *Tajudin Jaralah* - \$1,354.50 and *Danielle Ziegler* - \$4,158.00.)

TOTAL DUE.....\$ 16,396.50

Payment of legal fees for professional services rendered by James C. Mingee/The Mark It Place (statements dated 6/20/10, 6/20/10 and 6/28/10) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$290.00, \$290.00 and \$1,196.25, respectively, represent services and expenses in connection with trademark/service mark and copyright matters.)

TOTAL DUE.....\$ 1,776.25

EXHIBIT 3

October 21, 2010

Payment of legal fees for professional services rendered by Ogletree, Deakins, Nash, Smoak & Stewart (statements dated 6/17/10 and 7/9/10) from the funds of the University of Mississippi Medical Center. (These statements, in the amounts of \$1,545.31 and \$465.11, respectively, represent services and expenses in connection with the *Bernard v. UMMC* case.)

TOTAL DUE.....\$ 2,010.42

Legal fees approved for payment to outside counsel in relation to patent and other matters:

Payment of legal fees for professional services rendered by Butler, Snow, O’Mara, Stevens & Cannada (statements dated 6/15/10, 6/15/10, 6/15/10, 6/15/10, 6/15/10, 6/15/10, 7/15/10, 7/15/10, 7/15/10, 7/15/10, 7/15/10, 7/15/10, 7/15/10, 7/15/10, 8/16/10, 8/16/10, 8/16/10, 8/16/10, 8/16/10, 8/16/10, 8/16/10 and 8/16/10) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Compact Time-of-Flight Spectrometer-Canada” - \$475.50; “Compact Time-of-Flight Spectrometer-UK” - \$152.20; “Compact Time-of-Flight Spectrometer-Japan” - \$132.50; “Methods of Preparation of Live Attenuated Bacterial Vaccines” - \$1,675.00; “Live Attenuated Catfish Vaccine” - \$132.20; “Method of Transformation of Cotton and Organogenic Regeneration” - \$2,565.00; “Srinivasan-Elusieve Processing CIP Application” - \$175.50; “Compact Time-of-Flight Mass Spectrometer-Canada” - \$327.44; “Compact Time-of-Flight Mass Spectrometer-Germany” - \$408.57; “Compact Time-of-Flight Mass Spectrometer-UK” - \$2,542.75; “Compact Time-of-Flight Mass Spectrometer-Japan” - \$220.00; “Organic Wood Preservatives” - \$34.00; “High Power Density, Full-Bridge Parallel Loaded Resonant DC” - \$98.20; “Methods of Preparation of Live Attenuated Bacterial Vaccines” - \$569.70; “Live Attenuated Catfish Vaccine” - \$25.50; “Steele-Prov. Patent on Anhydrosugar Production 2009.0732” - \$25.50; “Compact Time-of-Flight Mass Spectrometer-Canada” - \$42.50; “Compact Time-of-Flight Mass Spectrometer-Germany” - \$582.51; “Compact Time-of-Flight Mass Spectrometer-Japan” - \$138.00; “Organic Wood Preservatives” - \$25.50; “High Power Density, Full-Bridge Parallel Loaded Resonant DC” - \$25.50; “Methods of Preparation of Live Attenuated Bacterial Vaccines” - \$408.00; “Live Attenuated Catfish Vaccine” - \$42.50 and “MOS Charge Pump” - \$575.00, respectively.)

TOTAL DUE.....\$ 11,399.07

Payment of legal fees for professional services rendered by Larry Schemmel (statements dated 5/26/10, 7/6/10, 7/6/10, 7/6/10, 7/6/10, 7/6/10, 7/6/10, 7/6/10, 7/6/10, 7/6/10, 7/6/10, 7/6/10, 7/6/10, 7/6/10, 7/6/10, 7/6/10, 7/6/10, 7/6/10, 7/6/10, 7/6/10 and 7/6/10) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “MSU-Molecular Protein Markers for Determining Mammalian Male Fertility” - \$42.50; “Plant Patent-St. Augustine Grass

EXHIBIT 3

October 21, 2010

Cultivers” - \$148.75; “MSU-Self-Aligned Methods Low Temp Selective” - \$3,113.75; “MSU-Temporal Mapping and Analysis” - \$1,891.25; “MSU-Remote Sensing Imagery Accuracy and Analysis” - \$1,296.25; “MSU-Change Analyst” - \$2,255.00; “JUVA Trademark Application” - \$1,278.75; “MSU-St. Augustine Grass Plant Named ‘Eclipse’” - \$170.00; “MSU-Patent Functional Enhancement of Antimicrobials” - \$42.50; “System and Method for Charging Rechargeable Batteries” - \$42.50; “Crape Myrtle Plant Patent” - \$1,827.50; “Delta Jazz Trademark” - \$1,912.50; “Termite Control Methods and Apparatus” - \$42.50; “Termite Control Methods and Apparatus” - \$42.50; “Novel Oxime Therapeutics for Organophosphate” - \$1,257.50; “System and Method for Charging Rechargeable Batteries” - \$361.25; “Giant Micanthus Provisional Plant Patent” - \$21.25; “Triglyceride-Secreting Strain of Rhodococcus-Opacus” - \$21.25; “MSU-Bermuda-Grass Plant” - \$63.75; “MSU-Buckscore Software Patent” - \$896.25; “Oral Vaccination of Fish with Live Attenuated Edwardsiella-Ictaluri Vaccines” - \$110.00; “Oral Catfish Vaccine Method of Delivery” - \$701.25; “MSU-Functional Natural Fiber Nanocomposites and Their Fabrication Techniques” - \$1,172.50; “Occidiofungin, a Unique Anti-Fungal Glycopeptide” - \$5,142.50; “Interactive Parallel Coordinates with Multiple Regression” - \$106.25; “Occidiofungin, a Unique Anti-Fungal Glycopeptide” - \$531.25; “Remote Sensing Imagery Accuracy Analysis” - \$2,082.50; “MSU-Trademark Renewals and New Registrations” - \$21.25; “Mississippi Horse Park Trademark Logo” - \$576.25; “Mississippi Horse Park Agricenter and Fairgrounds Trademark” - \$42.50; “Innovation Challenge Trademark Matter” - \$42.50 and “Section 8 and 15 Declarations of Use and Incontestability of MSUcares.com Logo” - \$106.25, respectively.)

TOTAL DUE.....\$ 27,362.50

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 5/18/09, 5/18/09, 5/18/09, 5/18/09, 12/16/09, 12/16/09, 12/16/09, 12/16/09, 12/16/09, 12/16/09, 1/27/10, 1/27/10, 1/27/10, 1/27/10, 1/27/10, 1/27/10, 2/23/10, 2/23/10, 2/23/10, 2/23/10, 2/23/10, 2/23/10, 2/23/10, 4/26/10, 4/26/10, 4/26/10, 4/26/10, 4/26/10, 4/26/10, 5/26/10, 5/26/10, 5/26/10, 5/26/10, 5/26/10, 5/26/10, 6/25/10, 6/25/10, 6/25/10, 6/25/10, 6/25/10, 6/25/10 and 6/25/10) from the funds of the University of Mississippi Medical Center. (These statements represent services and expenses in connection with the following patents: “Zwick/Saliva-Based Protein Profiling” - \$3,509.12; “Raucher/Inhibition of Cancer Metastasis by Cell” - \$1,787.03; “Raucher/Targeted Delivery of Therapeutic Peptides” - \$1,757.10; “Raucher/US/Thermally Targeted Delivery of Medicaments Including Doxorubicin” - \$135.00; “Abell/Temporary Mucosal Gastric Electrical Stimulation Device” - \$2,147.00; “O’Callaghan/Cholesterol Treatment of S. Aureus Keratitis” - \$133.50; “Raucher/US/Targeted Delivery of Medicaments Including Doxorubicin” - \$65.00; “Raucher/JP/Targeted Delivery of Medicaments Including Doxorubicin” - \$54.00; “Vig/Therapeutic Use of Dopamine D2 Receptor” - \$133.50; “Zwick/Saliva-Based Protein Profiling” - \$306.34; “Abell/Temporary Mucosal Gastric Electrical Stimulation Device” - \$2,578.81; “General IP” - \$40.50; “Raucher/US/Targeted Delivery of Medicaments Including Doxorubicin” - \$992.00; “Raucher/JP/Thermally Targeted Delivery of Medicaments Including Doxorubicin” - \$58.79; “Raucher/Modular Thermally Targeted Biopolymers for Drug Delivery” - \$4,538.26; “Zwick/Saliva-Based Protein Profiling” - \$93.00; Abell/Miniature Wireless Gastric Electrical Stimulators” - \$155.00; “O’Callaghan/Cholesterol Treatment of S. Aureus Keratitis” -

EXHIBIT 3

October 21, 2010

\$40.50; “Raucher/Modular Thermally Targeted Biopolymers for Drug Delivery” - \$327.18; “Raucher/Canada/Thermally Targeted Delivery of Medicaments Including Doxorubicin” - \$725.32; “Raucher/Europe/Thermally Targeted Delivery of Medicaments Including Doxorubicin” - \$250.00; “Vig/Thermally Targeted Delivery of Therapeutic Peptides to the Cerebellum” - \$3,179.60; “Zwick/Saliva-Based Protein Profiling” - \$0.00; “Abell/Miniature Wireless Gastric Electrical Stimulators” - \$750.40; “Abell/System for Diagnosis and Prediction of Therapy for Nutritional and Metabolic Disorders” - \$91.50; “Abell/Temporary Mucosal Gastric Electrical Stimulation Device” - \$414.90; “Hiser/Cell Culture Model for Demyelination Remyelination” - \$148.82; “O’Callaghan/Cholesterol Treatment of S. Aureus Keratitis” - \$412.50; “Abell/Miniature Wireless Gastric Electrical Stimulators” - \$3,020.90; “Abell/CIP/Gastric Electrical Stimulation Device and Method for Treating Gastroparesis” - \$152.50; “Bridger/Medical Gas Utility Stand” - \$1,590.00; “O’Callaghan/Cholesterol Treatment of S. Aureus Keratitis” - \$5,735.00; “Raucher/Inhibition of Cancer Metastasis by Cell Penetrating Peptides” - \$1,753.80; “Raucher/Cell Penetrating Peptide Fused Elastin-Like Polypeptides” - \$3,308.30; “Raucher/Targeted Delivery of Therapeutic Peptides” - \$213.30; “Abell/Miniature Wireless Gastric Electrical Stimulators” - \$127.00; “Abell/CIP/System for Diagnosis & Prediction of Therapy for Nutritional and Metabolic Disorders” - \$183.00; “O’Callaghan/Cholesterol Treatment of S. Aureus Keratitis” - \$3,576.46; “Raucher/Inhibition of Cancer Metastasis by Cell Penetrating Peptides” - \$3,500.80; “Raucher/Thermally Targeted Delivery of Medicaments Including Doxorubicin” - \$310.00; “Raucher/Cell Penetrating Peptide Fused Elastin-Like Polypeptides for Delivery Agents” - \$428.90 and “Raucher/Targeted Delivery of Therapeutic Peptides by Thermally Responsive Polymers” - \$4,598.40, respectively.)

TOTAL DUE.....\$ 53,323.03

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
October 21-22, 2010**

BE IT REMEMBERED, That the Jackson State University Board Search Committee met at the Norman C. Nelson Student Union at the University of Mississippi Medical Center in Jackson, Mississippi, at 1:00 p.m., and pursuant to notice in writing to each and every member of said Committee, said date being at least five days prior to this October 21-22, 2010 meeting. At the above-named place there were present the following Committee members to wit: Dr. Bettye Neely, Mr. Bob Owens, Mr. Alan Perry, Mr. C. D. Smith, and Ms. Amy Whitten. The following JSU Interview Search Advisory Committee members were present: Mr. Robert Cook, Chairperson of the JSU Tiger Fund; Dr. Glenda Glover, Dean of the College of Business at JSU; Dr. Mark Hardy, Dean of Science Tech & Engineering at JSU; Dr. Rosetta Houston, President of the JSU Staff Senate; Mr. Deshun Martin, Special Assistant Attorney General; Mr. Andross Milteer, JSU Student Government Association President, Dr. Mahasin Owens-Sabir, President of the JSU Faculty Senate; and Dr. John Peoples, President Emeritus. Mr. Ed Blakeslee, Dr. Stacy Davidson, and Dr. Douglas Rouse also attended the meeting. The meeting was called to order by Mr. Bob Owens, Chair of the Board Search Committee.

EXECUTIVE SESSION

On motion by Trustee Whitten, seconded by Trustee Neely, and unanimously passed by those present, the Committee voted to close the meeting to determine whether or not it should declare an Executive Session. On motion by Trustee Perry, seconded by Trustee Whitten, and unanimously passed by those present, the Committee **voted to go into Executive Session** for the reason reported to the public and stated in these minutes, as follows:

Discussion of a personnel matter at Jackson State University.

During Executive Session, the following matter was discussed:

The Board Search Committee for the Jackson State University presidential search conducted first-round interviews of three of the six candidates recommended by the Campus Search Advisory Committee.

On motion by Trustee Perry, seconded by Trustee Neely, with Ms. Whitten absent and not voting, the Committee voted unanimously to return to Open Session.

THE COMMITTEE RECESSED AT APPROXIMATELY 5:00 P.M. UNTIL THE FOLLOWING DAY.

THE COMMITTEE RECONVENED AT APPROXIMATELY 9:00 A.M. ON OCTOBER 22, 2010. There were present the following Committee members to wit: Dr. Bettye Neely, Mr. Bob Owens, Mr. Alan Perry, Mr. C. D. Smith, and Ms. Amy Whitten. The following JSU Interview Search Advisory Committee members were present: Mr. Robert Cook, Chairperson of the JSU Tiger Fund; Dr. Glenda Glover, Dean of the College of Business at JSU; Dr. Mark Hardy, Dean of Science Tech & Engineering at JSU; Dr. Rosetta Houston, President of the JSU Staff Senate; Mr. Deshun Martin, Special Assistant Attorney General; Mr. Andross Milteer, JSU Student Government Association President, Dr. Mahasin Owens-Sabir, President of

**MINUTES OF THE BOARD OF TRUSTEES OF
STATE INSTITUTIONS OF HIGHER LEARNING
October 21-22, 2010**

the JSU Faculty Senate; and Dr. John Peoples, President Emeritus. Dr. Stacy Davidson also attended the meeting. The meeting was called to order by Mr. Bob Owens, Chair of the Board Search Committee.

EXECUTIVE SESSION

On motion by Trustee Perry, seconded by Trustee Whitten, and unanimously passed by those present, the Committee voted to close the meeting to determine whether or not it should declare an Executive Session. On motion by Trustee Perry, seconded by Trustee Neely, and unanimously passed by those present, the Committee **voted to go into Executive Session** for the reason reported to the public and stated in these minutes, as follows:

Discussion of a personnel matter at Jackson State University.

During Executive Session, the following matter was discussed:

The Board Search Committee for the Jackson State University presidential search conducted first-round interviews of the three remaining candidates recommended by the Campus Search Advisory Committee.

On motion by Trustee Perry, seconded by Trustee Neely, with Ms. Whitten absent and not voting, the Committee voted unanimously to return to Open Session.

ADJOURNMENT

There being no further business to come before the Board Search Committee, on motion by Trustee Perry, seconded by Trustee Smith, with Ms. Whitten absent and not voting, the Committee members voted unanimously to adjourn the meeting.

President, Board of Trustees of State Institutions of Higher Learning

Commissioner, Board of Trustees of State Institutions of Higher Learning

CONSENT AGENDAS

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
ACADEMIC AFFAIRS
November 18, 2010
Page 1 of 6

1. SYSTEM – APPROVAL TO CONFER DEGREES IN DECEMBER 2010

Board Policy 510: Awarding of Degrees states that “Recommendations for the awarding of degrees to students by the various institutions must be made no later than the Board meeting prior to the commencement at which such awards will be made. Board approval represents permission to award degrees if all requirements are met and does not constitute direction to award a degree.”

In accordance with the above policy, DSU, JSU, MSU, MUW, UM, UMMC, and USM request permission to award degrees at the following levels in December 2010, provided each candidate has met all requirements for the degree.

Institution	Degree to be Conferred	Number	Subtotal	Total
Delta State University				
	<i>College of Arts and Sciences</i>			
	Bachelor of Arts	18		
	Bachelor of Fine Arts	12		
	Bachelor of Music Education	2		
	Bachelor of Science	24		
	Bachelor of Science in Education	3		
	Bachelor of Science in Social Justice and Criminology	8		
	Bachelor of Science in Interdisciplinary Studies	15		
			82	
	<i>College of Business</i>			
	Bachelor of Business Administration	66		
	Bachelor of Commercial Aviation	12		
			78	
	<i>College of Education</i>			
	Bachelor of Arts	2		
	Bachelor of Science	43		
	Bachelor of Science in Education	18		
			63	
	<i>School of Nursing</i>			
	Bachelor of Science in Nursing	30		
			30	
	<i>School of Graduate Studies</i>			
	Master of Business Administration	29		
	Master of Commercial Aviation	10		
	Master of Education	106		
	Master of Arts in Teaching	7		
	Master of Professional Accountancy	6		
	Master of Science in Community Development	2		
	Master of Science in Social Justice and Criminology	3		
	Educational Specialist	27		
	Doctor of Education	2		
			192	
				445

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
ACADEMIC AFFAIRS
November 18, 2010
Page 2 of 6

Institution	Degree to be Conferred	Number	Subtotal	Total
Jackson State University				
	<i>Undergraduate</i>			
	Bachelor of Arts	7		
	Bachelor of Business Administration	45		
	Bachelor of Social Work	12		
	Bachelor of Science	54		
	Bachelor of Science Education	3		
			121	
	<i>Graduate</i>			
	Master of Arts	1		
	Master of Arts in Teaching	2		
	Master of Business Administration	1		
	Master of Professional Accountancy	4		
	Master of Science	7		
	Master of Science in Education	8		
	Master of Science in Teaching	1		
	Master of Social Work	1		
	Specialist in Education	5		
	Doctor of Philosophy	6		
	Doctor of Public Health	1		
			37	
				158
Mississippi State University				
	<i>College of Agriculture and Life Sciences</i>			
	Bachelor of Landscape Architecture	3		
	Bachelor of Science	67		
	Master of Landscape Architecture	3		
	Master of Science	25		
	Doctor of Philosophy	4		
			102	
	<i>College of Architecture, Art, and Design</i>			
	Bachelor of Fine Arts	20		
	Bachelor of Science	4		
	Master of Science	2		
			26	
	<i>College of Arts and Sciences</i>			
	Bachelor of Arts	113		
	Bachelor of Science	134		
	Bachelor of Social Work	6		
	Master of Arts	7		
	Master of Public Policy and Administration	9		
	Master of Science	16		
	Doctor of Philosophy	6		
			291	
	<i>College of Business</i>			
	Bachelor of Business Administration	188		

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
ACADEMIC AFFAIRS
November 18, 2010
Page 3 of 6

Institution	Degree to be Conferred	Number	Subtotal	Total	
	Master of Business Administration	50			
	Master of Science in Information Systems	2			
	Doctor of Philosophy	1			
			241		
	<i>College of Education</i>				
	Bachelor of Science	176			
	Bachelor of Music Education	3			
	Master of Arts in Teaching	1			
	Master of Arts in Teaching Secondary	6			
	Master of Science	43			
	Master of Science in Instructional Technology	2			
	Educational Specialist	3			
	Doctor of Philosophy	13			
			247		
	<i>College of Engineering</i>				
	Bachelor of Science	103			
	Master of Engineering	3			
	Master of Science	39			
	Doctor of Philosophy	20			
			165		
	<i>College of Forest Resources</i>				
	Bachelor of Science	16			
	Master of Science	8			
	Doctor of Philosophy	7			
			31		
	<i>College of Veterinary Medicine</i>				
	Master of Science	1			
	Doctor of Philosophy	1			
			2		
	<i>School of Accountancy</i>				
	Bachelor of Accountancy	24			
	Master of Professional Accountancy	4			
	Master of Taxation	4			
			32		
				1137	
Mississippi University for Women					
	<i>Undergraduate</i>				
	Bachelor of Arts	18			
	Bachelor of Fine Arts	3			
	Bachelor of Music	2			
	Bachelor of Science	72			
	Bachelor of Science in Nursing	10			
			105		
	<i>Graduate</i>				
	Master of Art in Teaching	4			
	Master of Education	2			
	Master of Science	10			

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
ACADEMIC AFFAIRS
November 18, 2010
Page 4 of 6

Institution	Degree to be Conferred	Number	Subtotal	Total	
				16	
					121
University of Mississippi					
	College of Liberal Arts				
	Bachelor of Arts	128			
	Bachelor of Science	7			
	Bachelor of Fine Arts	5			
				140	
	School of Engineering				
	Bachelor of Science in Chemical Engineering	4			
	Bachelor of Science in Civil Engineering	11			
	Bachelor of Science in Computer Science	10			
	Bachelor of Science in Electrical Engineering	1			
	Bachelor of Science in Geological Engineering	10			
	Bachelor of Science in Mechanical Engineering	5			
	Bachelor of Engineering	1			
	Bachelor of Science	6			
				48	
	School of Education				
	Bachelor of Arts in Education	69			
				69	
	School of Pharmacy				
Phar	maceutical Sciences	1			
	Doctor of Pharmacy	6			
				7	
	School of Business				
	Bachelor of Business Administration	211			
				211	
	School of Accountancy				
	Bachelor of Accountancy	27			
				27	
	School of Applied Sciences				
	Bachelor of Science in Criminal Justice	26			
	Bachelor of Science in Exercise Science	12			
	Bachelor of Social Work	9			
	Bachelor of Science	25			
	Bachelor of Science in Family and Consumer Sciences	3			
	Bachelor of Paralegal Studies	4			
				79	
	School of Journalism and New Media				
	Bachelor of Arts	1			
	Bachelor of Arts in Journalism	25			
				26	
	Graduate School				
	Master of Arts	33			
	Master of Science	38			
	Master of Accountancy	6			

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
ACADEMIC AFFAIRS
November 18, 2010
Page 5 of 6

Institution	Degree to be Conferred	Number	Subtotal	Total	
	Master of Business Administration	11			
	Master of Taxation	3			
	Master of Education	51			
	Master of Music	1			
	Master of Criminal Justice	1			
	Specialist in Education	26			
	Doctor of Education	1			
	Doctor of Philosophy	50			
			221		
<i>Law School</i>					
Juris	Doctor	13			
			13		
				841	
University of Mississippi Medical Center					
<i>Undergraduate</i>					
	Bachelor of Science in Clinical Laboratory Sciences	10			
	Bachelor of Science in Health Sciences	18			
	Bachelor of Science in Nursing	1			
<i>Graduate/Professional</i>					
	Master of Science	17			
	Master of Science in Nursing	9			
	Master of Occupational Therapy	1			
	Doctor of Philosophy	7			
	Doctor of Physical Therapy	1			
			35		
				64	
University of Southern Mississippi					
<i>College of Arts and Letters</i>					
	Bachelor of Arts	99			
	Bachelor of Fine Arts	13			
	Bachelor of Interdisciplinary Studies	33			
	Bachelor of Music	2			
	Bachelor of Music Education	5			
	Bachelor of Science	12			
	Master of Arts	18			
	Master of Art Education	2			
	Master of the Arts in the Teaching of Languages	3			
	Master of Music Education	2			
	Master of Music	2			
	Master of Science	15			
	Doctor of Musical Arts	3			
	Doctor of Philosophy	16			
			225		
<i>College of Business</i>					
	Bachelor of Science	11			

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
ACADEMIC AFFAIRS
November 18, 2010
Page 6 of 6

Institution	Degree to be Conferred	Number	Subtotal	Total	
	Bachelor of Science in Business Administration	183			
	Master of Business Administration	3			
	Master of Professional Accountancy	3			
			200		
	<i>College of Education and Psychology</i>				
	Bachelor of Arts	9			
	Bachelor of Science	167			
	Master of Arts	6			
	Master of Arts in Teaching	1			
	Master of Education	7			
	Master of Library and Information Science	25			
	Master of Science	11			
	Specialist in Education	6			
	Doctor of Education	3			
	Doctor of Philosophy	21			
			256		
	<i>College of Health</i>				
	Bachelor of Arts	12			
	Bachelor of Science	87			
	Bachelor of Social Work	11			
	Master of Public Health	19			
	Master of Science	23			
	Master of Social Work	9			
			161		
	<i>School of Nursing</i>				
	Bachelor of Science in Nursing	79			
	Master of Science in Nursing	41			
			120		
	<i>College of Science and Technology</i>				
	Bachelor of Arts	28			
	Bachelor of Science	117			
	Master of Science	36			
	Doctor of Philosophy	18			
			199		
				1161	
System Total					3927

Staff Recommendation: Board staff recommends approval of this item.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
BUDGET, FINANCE & AUDIT
November 18, 2010
Page 1 of 10**

1. UMMC – APPROVAL OF CONTRACTUAL SERVICES AGREEMENTS

- a. Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into an agreement with **INO Therapeutics, LLC *doing business as IKARIA*** to provide pharmaceutical medical grade gas.

Contractor's Legal Name: **INO Therapeutics, LLC. *doing business as IKARIA***

History of Contract: New contract

Specific type of contract: This is a services agreement for the supply of INOMAX, a pharmaceutical medical grade gas-Nitric oxide.

Purpose: The purpose of the agreement is to allow UMMC unlimited usage of INOMAX.

Scope of Work: The agreement is to provide unlimited use of the INOtherapy system, which consists of the pharmaceutical drug INOMAX (nitric oxide), administration devices, various maintenance items, and training, and support. IKARIA will also provide pick-up and delivery of INOtherapy systems.

Term of contract: The contract length is one (1) year – December 1, 2010 to November 30, 2011.

Termination Options: The agreement may be terminated for cause if not cured within thirty (30) days after written notice. The agreement may be terminated without cause upon ten (10) days written notice.

Contract Amount: The total cost for the contract period is \$1,444,440.

Funding Source for Contract: The contract will be funded by hospital patient revenue.

Contractor Selection Process: IKARIA is the sole source provider for INOMAX and INOtherapy systems as per the Federal Drug Administration. The Federal Drug Administration approved its use December 1999, NDA# N020845.

Staff Recommendation: **Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total**

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
BUDGET, FINANCE & AUDIT
November 18, 2010
Page 2 of 10

expenditure of more than \$250,000. The agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.

- b. Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval of the forty-fifth (45th) amendment to its lease agreement with the **Jackson Medical Mall Foundation** to renovate 6,800 square feet of currently leased space.

Contractor's Legal Name: Jackson Medical Mall Foundation

History of Contract: Contract Amendment – The original lease agreement's commencement date was January 1, 1997. This is the 45th amendment to the original lease agreement.

Specific type of contract: Lease Agreement

Purpose: The purpose of this amendment is to renovate 6,800 square feet of the currently leased 41,646 square feet of space occupied by the Department of Radiation Oncology located in the Cancer Institute of the Jackson Medical Mall. These renovations are necessary for the growth of the department as well as patient care for cancer patients.

Scope of Work: The space to be renovated is on the first floor of the former Woolco space (Phases II & III) that were leased originally under the fortieth amendment to the master lease. Renovations will include 4,570 square feet in Phase II: two Linear Accelerator rooms (MI-153 and MI-154), the front reception area (Suite 1600), and the Chairman's office and other offices (MI-134-07, MI-134-08, MI-134-09, MI-134-11, MI-134-13) and 2,230 square feet of shell space located in Phase III. In addition to the renovations to the 6,800 square feet, the agreement provides for continued use of the total 41,646 square feet of space and includes routine maintenance and janitorial services.

Term of contract: The contract length is seven (7) years – December 1, 2010 to December 31, 2017.

Termination Options: There is no termination clause within the existing contract.

Contract Amount: The cost per square foot for the total 41,646 square feet will increase from \$20.37 to \$22.07 during the seven-year period to cover the renovation costs. The annual cost is \$919,127.22, and the total cost for the lease period is \$6,433,890.54. The increase will be \$70,798.20 per year or \$495,587.40 over the seven-year term. After the seven-year period expires the cost per square foot will revert back to the \$20.37.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
BUDGET, FINANCE & AUDIT
November 18, 2010
Page 3 of 10

Funding Source for Contract: The agreement will be funded by hospital patient revenue.

Contractor Selection Process: N/A.

Staff Recommendation: Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of leases in an amount greater than \$100,000. The agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.

- c. **Agenda Item Request:** The University of Mississippi Medical Center requests approval to replace its existing lease with the **Jackson Medical Mall Foundation** with a new Master Lease that consolidates UMMC's leases and utility payments for the Mall. This item is being brought to the Board for the following reasons: 1) it is a lease agreement requiring Board approval; 2) UMMC's Vice-Chancellor is on the JMMF Board of Trustees; and 3) UMMC currently leases 455,809 square feet of space out of the available 715,500 square feet (64%).

Contractor's Legal Name: Jackson Medical Mall Foundation

History of Contract: The Jackson Medical Mall Foundation (JMMF) is a non-profit entity organized to develop medical and educational purposes. The Board members must include representation from UMMC, Jackson State University, and Tougaloo College. Collectively, the group can select two additional Board members. The Vice-Chancellor serves on the Board as UMMC's representative.

Since the initial lease began in 1995, the Medical Center has executed forty-five amendments to the lease. (The 45th amendment is on the November agenda as item 1. b.)

Specific type of contract: Master Lease

Purpose: The proposed Master Lease will consolidate the lease and utility payments for the 455,809 square feet of UMMC's space at the Jackson Medical Mall. UMMC currently pays an average of \$19.87 per square foot including costs on a triple net basis. The proposed master lease consolidates various loans through refunding of some of the Foundation's outstanding loans incurred on behalf of UMMC. Under the proposed transaction JMMF will receive variable rate demand obligation bonds from Chase Bank synthetically fixed through an interest rate swap. Based on a credit facility proposal from Chase Bank dated November 10, 2010, the all-in-cost of interest cost will be between 4.05 percent and 4.25 percent and is adjusted for the financing of a legacy swap termination. The final interest rate will depend on acceptance of a 10-year, no-penalty opt-out of the swap transaction. UMMC estimates that the interest rate savings will allow the foundation to reduce its current rate to approximately \$15.51 to \$17.08 per square

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
 CONSENT AGENDA
 BUDGET, FINANCE & AUDIT
 November 18, 2010
 Page 4 of 10**

square foot and includes approximately \$7.9 million in improvements to the space currently occupied by UMMC. Rental rates vary based on debt service coverage requirements in the lease with Chase Bank. The refunding will reduce UMMC's current lease payments from approximately \$9 million per year to approximately \$7 to \$7.8 million, a savings of \$1.2 to \$2 million per year. Debt allocable to UMMC is \$29,679,000 and is for improvements related to usage of space. Of this amount, \$21.7 million is the refinancing, and \$8 million will be new debt issue. The new bond issue is expected to receive favorable financing rates through a combination of bank-eligible bonds and Gulf Opportunity Zone bonds, although a portion will include taxable bonds.

Scope of Work: The Master Lease covers 455,809 square feet of space. JMMF will provide maintenance, utilities, custodial services, and construction improvements. The cost of maintenance, utilities, custodial services, construction improvements, and debt service is included in the lease payments.

Term of contract: The length of the agreement is twenty (20) years – January 1, 2011 – December 31, 2031 with possible extensions upon terms and conditions satisfactory to both parties and upon approval by the Board.

Termination Options: JMMF and UMMC have agreed to include an option in the Master Lease to provide the UMMC “buy-out” of space no longer needed by paying the unamortized cost of the bonds for the space and any subsequent construction costs after an initial sixty (60) days notice.

Contract Amount: Future rental costs will vary depending on the interest rate agreed on between the lender and JMMF. Based on the term sheet, refinancing and new debt will be with variable rate demand obligations with a synthetic fixed rate through an interest rate swap. Both the swap and the bonds will be held entirely by Chase Bank. The table below reflects the projected lease payments based on a 4.25 percent interest rate provided by Chase Bank. Final debt service coverage covenant requirements will depend on the final terms of the lease opt-out provisions for UMMC.

Term	Current	Estimated Low	Estimated High
One (1) Year	\$ 9,056,924.83	\$ 7,069,106.85	\$ 7,785,540.45
Twenty (20) Years	\$ 181,138,496.60	\$ 141,382,137.00	\$ 155,710,809.00

Funding Source for Contract: The master lease will be funded by hospital revenue, grant funds, and/or state appropriations.

Contractor Selection Process: N/A

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
BUDGET, FINANCE & AUDIT
November 18, 2010
Page 5 of 10

Staff Recommendation: Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of leases in an amount greater than \$100,000. Contingent upon a completed financial analysis by the Board's finance staff after final terms are reached with the lender, and contingent upon review and approval of the final associated documents by the Attorney General's Office, Board staff recommends that the Board delegate final approval of this item to the Budget, Finance, and Audit Committee.

- d. **Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to extend its agreement with **Stericycle, Inc.** for disposal of medical and pathological waste.

Contractor's Legal Name: Stericycle, Inc.

History of Contract: The initial three-year contract was approved by the Board at its November 2006 meeting. The initial contract period was December 1, 2006 to November 30, 2009, and the contract cost was not to exceed \$1 million. The contract included language for renewals of two (2) additional twelve month periods if agreeable with both parties.

Specific type of contract: Services Agreement

Purpose: The purpose of the agreement is to handle, transport, and dispose of medical and pathological waste by regulated waste treatment and disposal.

Scope of Work: Stericycle will provide UMMC with services to include medical and pathological waste management, pickup, transporting, treatment, disposal, documentation and verification.

Term of contract: The contract is being extended by two (2) years: December 1, 2009 to November 30, 2011. The total life of the contract including the extension is December 1, 2006 to November 30, 2011.

Termination Options: The contract may be terminated for default upon giving the other party thirty (30) days written notice to cure such default within the thirty (30) day notice period. UMMC may terminate the agreement immediately with no notice should the treatment site in which UMMC's medical waste is disposed of lose its certification or license or should Stericycle fail to maintain the insurance coverage stipulated within the agreement.

Contract Amount: The original contract was approved at a total cost of \$1 million. A no-cost extension is being requested.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
BUDGET, FINANCE & AUDIT
November 18, 2010
Page 6 of 10

Funding Source for Contract: The agreement will be funded by state appropriated funds.

Contractor Selection Process: Initially, the contractor was selected through a competitive bid process.

Staff Recommendation: Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. The agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.

- e. **Agenda Item Request:** The University of Mississippi Medical Center (UMMC) requests approval to enter into license agreement with **University HealthSystem Consortium** for use of its clinical comparative databases.

Contractor's Legal Name: University HealthSystem Consortium (UHC)

History of Contract: UMMC has utilized the UHC database since 2006; however, the previous annual agreements were under the \$250,000 threshold requiring Board approval. The fees for calendar year 2011 increased to \$257,000.

Specific type of contract: License and Subscription Agreement

Purpose: The purpose of this agreement is: 1) allow UMMC to enroll in and access UHC's Performance Accelerator Suite Program which provides clinical, operational and resource management comparison with other academic medical centers; 2) fulfill the Joint Commission's requirement to have a third-party submit Core Measure data; and 3) submit data to the Centers of Medicare and Medicaid Services.

Scope of Work: The agreement provides UMMC with access to a clinical and operational data warehouse with other academic medical centers. UHC will provide and make available data aggregation of all program participant data.

Term of contract: The length of the contract is one (1) year - December 1, 2010 to November 30, 2011.

Termination Options: Both parties have the right to terminate this agreement for any reason with sixty (60) days written notice. There will be no pro rata refunds of any fees upon termination.

Contract Amount: The total agreement cost is \$257,000.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
BUDGET, FINANCE & AUDIT
November 18, 2010
Page 7 of 10

Funding Source for Contract: The contract will be funded by hospital patient revenue.

Contractor Selection Process: UHC is the Group Purchasing Organization (GPO) for UMMC.

Staff Recommendation: Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for all other land, personal property, and service contracts that require an aggregate total expenditure of more than \$250,000. The agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.

2. USM – APPROVAL OF CONTRACTUAL SERVICES AGREEMENTS

- a. Agenda Item Request:** University of Southern Mississippi (USM) requests approval to extend its existing contract with **International Sports Properties, Inc. (ISP)** to provide licensing services for USM athletic properties.

Contractor's Legal Name: **International Sports Properties, Inc.**

History of Contract: The original contract was for seven years and was approved by the Board in December 2005. The contract was later amended and extended to its current expiration date of December 31, 2017. The IHL Board approved this extension in April 2007.

Specific type of contract: Revenue contract

Purpose: The purpose of this contract is to provide licensing services to USM for its athletic properties including, but not limited to, radio network and television show fees and the exclusive right to sell sponsorships for the suite and club seat levels at M.M. Roberts Stadium. In return, USM received a new stadium scoreboard, message signage throughout the campus, and annual guaranteed royalty revenues from the sale of licensed athletic properties, sponsorships, and publications.

The purpose of the current amendment is to extend the agreement three additional years through June 30, 2020. In return, USM will receive almost \$600,000 in increased guaranteed royalty revenue over the remaining original term (*an 8.6% increase*) as well as an additional \$4.125 million in guaranteed revenues over the extended three-year term.

Scope of Work: ISP will continue to provide licensing services to USM's athletic properties. Over the life of the amended agreement the university will receive increased guaranteed royalty revenues of approximately \$4.725 million. USM will provide ISP three seats on each football charter at no additional cost for its client cultivation.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
 CONSENT AGENDA
 BUDGET, FINANCE & AUDIT
 November 18, 2010
 Page 8 of 10**

Term of contract: The existing contract is scheduled to expire on June 30, 2017. If approved, this amendment will become retroactively effective as of July 1, 2010, and it will extend the length of the contract by an additional three (3) years through June 30, 2020.

Termination Options: The contractual agreement may be terminated for breach by either party after a thirty (30) day cure period.

Contract Amount: USM’s projections are to receive \$4.233 million over the three-year extended period and a total of \$11.83 million over the life of the amended agreement. The table below provides a projected revenue forecast to the university.

Annual Revenue Projections				
	FY	Guaranteed Minimum Royalty	Football Suite Lease	Total Annual Guaranteed Royalty
Yr 1	2010-11	\$ 900,000	\$ 26,000	\$ 926,000
Yr 2	2011-12	950,000	26,000	976,000
Yr 3	2012-13	1,000,000	26,000	1,026,000
Yr 4	2013-14	1,055,000	26,000	1,081,000
Yr 5	2014-15	1,110,000	26,000	1,136,000
Yr 6	2015-16	1,170,000	26,000	1,196,000
Yr 7	2016-17	1,230,000	26,000	1,256,000
Yr 8*	2017-18	1,300,000	36,000	1,336,000
Yr 9*	2018-19	1,375,000	36,000	1,411,000
Yr 10*	2019-20	1,450,000	36,000	1,486,000
	Total	\$ 11,540,000	\$ 290,000	\$ 11,830,000

* extended years

Funding Source for Contract: Revenue contract

Contractor Selection Process: As noted above ISP and USM have been in a financial relationship since December 2005. Prior to the original contract inception USM issued a formal Request for Proposals (RFP), and two national vendors submitted proposals - ISP and TeleSouth Communications. At that time TeleSouth was in contract with JSU, MSU and UM. Due to the fact that ISP’s revenue guarantee to the university was approximately \$300,000 greater annually than the bid from TeleSouth, they were selected to market USM’s sports properties. Also, ISP had an excellent reputation within the national market with over 75 major athletic program clients.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
BUDGET, FINANCE & AUDIT
November 18, 2010
Page 9 of 10

Staff Recommendation: Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of the contract for any bookstore, food service, or athletic concession contract projected to generate aggregate total revenues for a university of more than \$250,000 or if the term of such contract exceeds four years. The agreement has been reviewed and approval by the Attorney General's Office. Board staff recommends approval of this item.

- b. **Agenda Item Request:** The University of Southern Mississippi (USM) requests permission to enter into a lease agreement with **New Cingular Wireless PCS, LLC** for approximately 440 square feet of equipment space and for antenna space in M.M. Roberts Stadium.

Contractor's Legal Name: **New Cingular Wireless PCS, LLC (NCW)**

History of Contract: New agreement

Specific type of contract: Revenue lease agreement

Purpose: The purpose of the agreement is to lease space in M.M. Roberts Stadium to New Cingular Wireless PCS, LLC (NCW). NCW proposes to use the space to install a distributive antenna system that will increase cellular capacity in the stadium during periods of increased demand, specifically during football games.

Scope of Work: USM will lease to NCW approximately 440 square feet of space in M.M. Roberts Stadium to house communications equipment (equipment space). In addition, USM will lease to NCW areas throughout the stadium for the placement of antennas (antenna space). NCW will receive a non-exclusive license to install, maintain, repair, replace, and remove conduits, wires, cables, cable trays, and other necessary connections between the equipment space, the antenna space, and the electric, telephone, and fuel sources on the property.

USM will grant an easement to any utility company providing services to NCW in the stadium and over the property on which the stadium sits. NCW will maintain both the equipment and antenna spaces and any connections in good condition with the exception of reasonable wear and tear and damage from the elements. USM will maintain and repair M.M. Roberts Stadium and the property on which the stadium sits and access thereto. NCW will be responsible for all utility charges for electricity, telephone service, or any other utility used by the company.

Term of contract: The total term of the agreement is fifteen (15) years beginning on the date the agreement is signed. The term will include an initial five-year period and thereafter two (2) additional five-year automatic renewals.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
 CONSENT AGENDA
 BUDGET, FINANCE & AUDIT
 November 18, 2010
 Page 10 of 10**

Termination Options: The agreement can be terminated by either party for cause by giving thirty (30) days written notice to the other party provided that the party notified remains in default of the agreement after applicable cure periods.

The agreement can be terminated by New Cingular Wireless PCS, LLC by giving sixty (60) days written notice to USM as long as the company pays USM a termination fee equal to three (3) months rent at the then current rate.

Contract Amount: The total revenue generated by the agreement will be \$333,360.

USM will receive a monthly rental fee of \$1,600 for the first five years of the agreement. In the first year of each renewal term the monthly rental fee will increase by fifteen (15) percent over the monthly rental fee of the previous term. Thus, the monthly rental fee for the first renewal term will be \$1,840 and the monthly rental fee for the second renewal term will be \$2,116.

Five-Year Period	Monthly Fee	Annual Fee	Revenue for Five-Year Period
Year 1 to Year 5	\$1,600.00	\$19,200.00	\$96,000.00
Year 6 to Year 10	\$1,840.00	\$22,080.00	\$110,400.00
Year 11 to Year 15	\$2,116.00	\$25,392.00	\$126,960.00
Total Revenue			\$333,360.00

Funding Source for Contract: Revenue lease agreement

Contractor Selection Process: Not applicable

Staff Recommendation: Based on Board Policy 707.01, Land, Property and Service Contracts, Board approval is required prior to execution of leases in an amount greater than \$100,000. The agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
NOVEMBER 18, 2010
Page 1 of 14**

Note: Project numbers beginning with the prefix "GS" designate projects that the Bureau of Building provides management oversight for and are funded partially or wholly with state Bureau of Building bond revenues. Project numbers beginning with the prefix "IHL" designate projects that are funded from university self-generated sources including but not limited to donations, fees, and grants.

Board Policy §902, Initiation of Construction Projects

The Board must approve the initiation of a project for the construction of new facilities, repairs and renovations to existing facilities and requests for a capital outlay with a total project budget exceeding \$1,000,000 regardless of how the projects are financed. It is the intent of the Board that its appropriate staff under the direction of the Commissioner shall be involved in all phases of building projects requiring approval by the Board. All construction, repairs, and renovation projects with a total budget of \$1,000,000 or less may be approved by the Institutional Executive Officer. However, all projects utilizing any state bond funds, including Ayers funds, must be initiated with STAFF approval from the Office of Real Estate and Facilities. No further approvals are required by IHL staff for projects of \$1,000,000 or less unless the budget changes. All budget changes for these projects must be reported to the Office of Real Estate and Facilities.

Board Policy §904(A), Board Approval

When funding has been secured from whatever source, each institution shall bring all new projects to the Board for the approval of the project initiation and the appointment of a design professional, as required in Board Policy §902, Initiation of Construction Projects. This request shall include a detailed description of the work to be accomplished, the total budget, the funding source and the design professional recommended to the Board for approval.

After the Board has granted approval of both the initiation of a project and the appointment of a design professional, no further Board action or approval is required for the completion of the project if the following conditions are met:

- 1. The detailed description of the work to be accomplished, as specifically approved by the Board within the project initiation, has not changed.*
- 2. The total project budget has not increased beyond the amount specifically approved by the Board as part of the project initiation;*
- 3. The funding source has not changed from that specifically approved by the Board as part of the project initiation; and*
- 4. The design professional previously approved by the Board has not changed.*

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
NOVEMBER 18, 2010
Page 2 of 14**

If the above four conditions have been met, the Board's Real Estate and Facilities staff, through the Commissioner, shall have the authority to approve any and all necessary documents related to the completion of the subject construction project, including the approval of construction documents, the advertisement and receipt of bids, the approval of a bid, the award of a contract and any change orders.

Prior to the commencement of construction, the Board must approve the exterior design of the major buildings that have aesthetic impact on the overall campus, regardless of the cost of the project. This requirement applies to all buildings and facilities on an institution's property even if the land is leased to an institution's affiliated entity or a private developer.

Board Policy §905(B), Real Estate Management

Board approval prior to the execution of the purchase contract is required for all real property purchases that exceed \$100,000. Request for approval of land contracts shall include property descriptions, terms of purchase, lease or sale and intended use of the property. An institution acquiring or disposing of real property shall receive two independent appraisals. The purchase price of the property to be acquired shall not exceed the average of the two appraisals.

Prior to Board consideration of the purchase or acceptance of real estate from any source, a Phase I or more detail Environmental Report shall be completed by qualified personnel and submitted to the Board's Real Estate and Facilities Office. In the event hazardous substances are confirmed as having existed in the past or as presently existing, the Board reserves the right to cancel the transaction without liability, or to permit the other party or parties to remove the hazardous substances at its or their expense in a manner sufficient to receive a "no further action" letter from the State's Department of Environmental Quality.

Board Policy §919, Pre-requisites for Building Modification or Demolition

Prior to scheduling a building on an institution's property for restoration, improvement, construction, repair, renovation, rehabilitation, demolition or similar work, the institution shall secure an inspection and approval from the Mississippi Department of Environmental Quality and a permit or written permission from the Mississippi Department of Archives and History authorizing the requested building action. After obtaining approval from these two agencies, a request for the building modification or demolition shall be submitted to the Board for approval. The request to the Board must include documentation evidencing approval by the Department of Environmental Quality and the Department of Archives and History.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
NOVEMBER 18, 2010
Page 3 of 14**

APPROVAL OF INITIATIONS OF PROJECTS/APPOINTMENTS OF PROFESSIONALS

IHL PROJECTS

1. MSU – IHL 205-255 – Arbor Hall

Project Request: Mississippi State University requests permission to initiate a project, Arbor Hall, and to appoint LPK Architects, P.A. as design professional.

Design Professional: LPK Architects, P.A.

Purpose: The project shall consist of a new residence hall to house 388 beds in approximately 135,000 square feet. Mississippi State University requests that this project be a site adaptation of the new South Residence Hall that has just been completed and occupied. The site adaptation of this facility will incorporate minor changes in the existing design to include approximately 30 more beds. Site adapting the existing design with minor changes will reduce the project time and cost while providing a very accurate costs projection for the project. The existing mechanical loop will be extended in this project to provide heated and chilled water from the central plant for the proposed mechanical systems. The university desires to use the site adaptation in order to save the university time and money as well as allow the university to house additional students by August 2012. Mississippi State University is seeking approval to initiate the project in accordance with Board Policy §904(A), Board Approval, that requires each institution to bring all new projects to the Board for the approval of the project initiation and the appointment of a design professional, as required in Board Policy §902, Initiation of Construction Projects.

Project Initiation Date: November 18, 2010

Date of Original Construction: N/A

Date of Last Renovation: N/A

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
NOVEMBER 18, 2010
Page 4 of 14**

Project Budget:

	<i>Estimated</i>
Construction Cost:	\$19,850,000.00
Architectural and Engineering Fees:	1,028,165.00
Miscellaneous Project Costs:	2,002,875.00
Contingency:	<u>771,977.00</u>
Total Project Budget	\$23,653,017.00

Funding Source(s): MSU EBC Bonds (\$23,653,017).

Staff Recommendation: Board staff recommends approval of this item.

2. UM – IHL 207-342 – University Housing

Project Request: The University of Mississippi requests permission to initiate a project University Housing.

Design Professional: N/A

Purpose: The University of Mississippi has a demonstrated need for more housing on campus. The project would provide full design services for a university-based student housing building (s) with the number of beds anticipated by the university being approximately 700 beds. The yearly cycle of housing is such that the soonest a new building could be occupied is July 2012. Therefore, it is important that initiation and selection of a design professional is carried out as quickly as possible. The university would like to seek Request for Qualifications through a publically advertised RFQ process. The university will receive submissions from qualified firms, evaluate by committee with IHL representation, and select a design professional using established RFQ methods. The University of Mississippi is seeking approval to initiate the project in accordance with Board Policy §904(A), Board Approval, that requires each institution to bring all new projects to the Board for the approval of the project initiation and the appointment of a design professional, as required in Board Policy §902, Initiation of Construction Projects.

Project Initiation Date: November 18, 2010

Date of Original Construction: N/A

Date of Last Renovation: N/A

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
NOVEMBER 18, 2010
Page 5 of 14**

Project Budget:

	<i>Estimated</i>
Construction Cost:	\$24,000,000.00
Architectural and Engineering Fees:	1,723,527.90
Miscellaneous Project Costs:	3,270,200.00
Contingency:	<u>3,006,272.10</u>
Total Project Budget	\$32,000,000.00

Funding Source(s): Design costs to be funded from Auxiliary (Student Housing) Funds. Construction Cost will be covered by a combination of Auxiliary Funds and UM EBC bond proceeds.

Staff Recommendation: Board staff recommends approval of this item.

3. UM – IHL 207-343 – Welcome Center (Pre-Plan)

Project Request: The University of Mississippi requests permission to initiate a pre-planning project, Welcome Center, and to appoint Shafer & Associates as design professional.

Design Professional: Shafer and Associates

Purpose: The University of Mississippi is requesting this project in order to begin design development for a Welcome Center for the university campus. It is anticipated that the building will serve as a first destination for prospective students, parents, and visitors to the university. The building will contain meeting spaces, an auditorium, offices, counseling space, and a communications hub for fund raising activities. The anticipated project budget for the project should not exceed \$5,000,000. The University of Mississippi is seeking approval to initiate the project in accordance with Board Policy §904(A), Board Approval, that requires each institution to bring all new projects to the Board for the approval of the project initiation and the appointment of a design professional, as required in Board Policy §902, Initiation of Construction Projects.

Project Initiation Date: November 18, 2010

Date of Original Construction: N/A

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
NOVEMBER 18, 2010
Page 6 of 14**

Date of Last Renovation: N/A

Project Budget:

	<i>Estimated</i>
Construction Cost:	\$ 0.00
Architectural and Engineering Fees:	200,000.00
Miscellaneous Project Costs:	0.00
Contingency:	<u>0.00</u>
Total Project Budget	\$ 200,000.00

Funding Source(s): Internal R&R funds (\$200,000)

Staff Recommendation: Board staff recommends approval of this item.

APPROVAL OF BUDGET INCREASES AND/OR CHANGES OF SCOPE

BUREAU OF BUILDING PROJECTS

4. JSU – GS 103-255 – Fire Suppression System Phase I

Project Request: Jackson State University requests approval to change the scope of the project as well as increase the project budget for the Fire Suppression System Phase I project from \$1,200,000 to \$7,360,000 for an increase in the amount of \$6,160,000.

Project Phase: Design Phase

Design Professional: The CGM Group

General Contractor: N/A

Purpose/Justification: The project is currently in the design phase. This is the first budget escalation request made for this project by the university. The budget increase is necessary in order to allow for a change in scope of the project which will add mechanical system upgrades to the installation of a fire suppression system for residence halls on campus. The original project scope consisted of installing a fire suppression system for Alexander Center which is the largest female residence hall on campus, and Stewart Hall which houses the male freshmen. These residence halls were constructed in the early 1960's and 1970's without a fire suppression system.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
 CONSENT AGENDA
 REAL ESTATE
 NOVEMBER 18, 2010
 Page 7 of 14**

During the design phase it was determined that the mechanical systems were nearing failure and needed to be replaced in conjunction with the fire suppression work. The mechanical upgrades are needed in order to replace the old deteriorated mechanical systems in the building that currently do not allow the building to operate at maximum efficiency. Jackson State University is acting in accordance with Board Policy §904(A), Board Approval, that requires each institution to submit all project budget increases to the Board for approval.

Project Initiation Date: August 20, 2009

Project Budget:

	Current Budget	Proposed Budget	Amount (+/-)
Construction Costs	\$ 1,059,890.00	\$ 6,600,000.00	\$ 5,540,110.00
Architectural and Engineering Fees	\$ 84,963.44	\$ 467,450.61	\$ 382,487.17
Miscellaneous Project Costs	\$ 2,200.00	\$ 8,250.00	\$ 6,050.00
Contingency	\$ 52,946.56	\$ 284,299.39	\$ 231,352.83
Total Project Budget	\$ 1,200,000.00	\$ 7,360,000.00	\$ 6,160,000.00

Funding Source(s): HB 246, Laws of 2007 (\$2,300,000); HB 1722, Laws of 2009 (\$1,200,000); HB 1701, Laws of 2010 (\$3,860,000)

Staff Recommendation: Board staff recommends approval of this item.

5. USM – GS 108-235 – College Hall Renovation

Project Request: The University of Southern Mississippi requests approval to change the scope of the project for the College Hall Renovations project.

Project Phase: Design Phase

Design Professional: Dale and Associates

General Contractor: N/A

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
NOVEMBER 18, 2010
Page 8 of 14**

Purpose/Justification: The project has completed the planning stage and is currently in the design phase. The building was originally designated as a general classroom building. However, the university has chosen to change the program and designate the building the new home of the Mass Communications Department immediately prior to the bidding phase of the renovation project. The professional is going to be paid additional services to re-plan the majority of the design. This is mainly an interior renovation project. The University of Southern Mississippi is acting in accordance with Board Policy §904(A), Board Approval, that requires each institution to submit all projects with changes in scope to the Board for approval.

Project Initiation Date: October 21, 2004

Project Budget: \$6,252,302.68

Funding Source(s): SB 3197, Laws of 2002; SB 2988, Laws of 2003; SB 2010 Laws of 2004; HB 246, Laws of 2007; HB 1641, Laws of 2008; HB 1634, Laws of 2006.

Staff Recommendation: Board staff recommends approval of this item.

IHL PROJECTS

6. UM – IHL 207-341 – Thad Cochran Natural Center Phase II

Project Request: The University of Mississippi requests approval to change the scope of the project as well as increase the project budget for the Thad Cochran Natural Center Phase II project from \$23,322,620 to \$31,801,620 for an increase in the amount of \$8,479,000.

Project Phase: Design Phase

Design Professional: Cooke Douglass Farr Lemons

General Contractor: N/A

Purpose/Justification: The project is currently in the design phase. This is the first budget escalation request made for Phase II of this project by the university. Phase II of the project was initiated by the Board on May 20, 2010. Since May 2010, additional federal funds have become available to allow the university to proceed with the project and begin the construction document phase. In order to utilize the

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
 CONSENT AGENDA
 REAL ESTATE
 NOVEMBER 18, 2010
 Page 9 of 14**

additional \$8.4 million in federal funds, the university is seeking to increase the project budget in the amount of the additional federal funds received. The University of Mississippi is acting in accordance with Board Policy §904(A), Board Approval, that requires each institution to submit all project budget increases to the Board for approval.

Project Initiation Date: June 19, 2003 (Phase I); May 20, 2010 (Phase II)

Project Budget:

	Current Budget	Proposed Budget	Amount (+/-)
Construction Costs	\$18,000,000.00	\$25,960,000.00	\$ 7,960,000.00
Architectural and Engineering Fees	\$ 1,371,967.76	\$ 1,936,240.16	\$ 564,272.40
Miscellaneous Project Costs	\$ 900,200.00	\$ 945,000.00	\$ 44,800.00
Contingency	\$ 3,050,452.24	\$ 2,960,379.84	\$ (90,072.40)
Total Project Budget	\$23,322,620.00	\$31,801,620.00	\$ 8,479,000.00

Funding Source(s): Federal Grant Funds #C76HF10917 (\$17,886,175); NIH/NCRR [ARRA] (\$13,915,445)

Staff Recommendation: Board staff recommends approval of this item.

APPROVAL OF OTHER REAL ESTATE REQUESTS

7. MSU – Delete from Inventory and Demolish Building 2130

Project Request: Mississippi State University requests approval to delete Building #2130 from inventory and demolish it.

Purpose: Mississippi State University is seeking to delete Building #2130 (Faculty House) from inventory and demolish it. The house, constructed in 1948, is wood framed with a conventional foundation and was used as faculty housing. The house has significant structural issues due to past termite damage, making it currently

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
NOVEMBER 18, 2010
Page 10 of 14**

unstable and uninhabitable. The building would be demolished following notification of the Mississippi Department of Environmental Quality. The approval letter has been received from the Mississippi Department of Archives and History. All legal documentation will be kept on file in the Office of Real Estate and Facilities. Mississippi State University is acting in accordance with Board Policy §919 Prerequisites for Building Modification or Demolition, that requires Board approval prior to building modification or demolition.

Staff Recommendation: Board staff recommends approval of this item.

8. MSU – IHL 213-139 – Stoneville Office Building – Approval of Exterior Design

Project Request: Mississippi State University requests approval of the exterior design for the Stoneville Office Building.

Purpose: The project was originally approved by the Board at its October 2009 Board meeting with a \$3,000,000 project budget. The project is intended to construct a new office building at the Delta Research and Extension Center in Stoneville. The office building will be approximately 20,000 square feet and will contain offices, work rooms, and library space. Mississippi State University is acting in accordance with Board Policy 904 (A), Board Approval that requires the Board to approve the exterior design of the major buildings that have an aesthetic impact on the overall campus, regardless of cost of project. The proposed rendering is shown below on page 11.

Funding Source(s): MAFES Sales Funds (\$1,795,000); MSU ES State Funds (\$1,205,000)

Staff Recommendation: Board staff recommends approval of this item.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
NOVEMBER 18, 2010
Page 11 of 14**



9. UM – Purchase of Property from Whirlpool Corporation

Project Request: The University of Mississippi requests permission to purchase from Whirlpool Corporation approximately 68.72 acres of land plus all the existing improvements, fixtures, and appurtenances on the property located contiguous to university property.

Purpose: This property has utilities and infrastructure on-site and is contiguous to property currently owned by the university known as the "Hathorn Property." The Hathorn tract was originally selected as the site for the university's new research park and has always been slated as the future expansion path for the university campus. However, due to tremendous access and utility challenges and costs the university relocated the first phases of the Research Park back to the north side of Highway 6. MDOT did not support an off ramp for this location and the cost of building the access bridge and road was much more expensive than the current Whirlpool purchase price. The Whirlpool property not only gives the university direct access to the Hathorn tract but also connects to Coliseum drive and has two access points to Old Taylor Road. The current weakness in real estate values has created a price point and opportunity to make this purchase that the university does not believe will ever be available again.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
NOVEMBER 18, 2010
Page 12 of 14

Environmental Report: The Environmental Report as required by Board Policy indicates a contamination of hydraulic fluid in an area of the site that is approximately 1600 square feet. Whirlpool Corporation has signed a Brownfield Agreement with Mississippi Department of Environmental Quality and in so doing has taken responsibility for the contamination and voluntarily agreed to remediate the site under an MDEQ-approved Corrective Action Plan. The staff of the Mississippi Commission on Environmental Quality has evaluated the Brownfield Agreement and believes that, with the conditions and restrictions contained within the Brownfield Agreement, the site will be in compliance with all State and Federal laws and standards and will be protective of the public health and environment once the Brownfield Agreement is completed.

The property is located at the West Half (W ½) of the Southwest Quarter (SW ¼) of Section 29, Township 8 South, Range 3 West in the City of Oxford, Lafayette County, Mississippi. Two independent appraisals were obtained for the property with the average of the two appraisals being \$5,180,000. The negotiated sale price is \$3,400,000 which is less than the average of the two appraisals. A copy of the property description and all legal documentation are on file with the Office of Real Estate and Facilities. The University of Mississippi acting in accordance with Board Policy §905(A), Real Estate Management, that requires each institution to receive Board approval prior to the purchase of real property and to receive two independent appraisals with the purchase price of the real property not exceeding the average of the two appraisals. The university is also acting in compliance with Board Policy §905(B), Real Estate Management, that requires a Phase I or more detailed environmental report be completed by qualified personnel and submitted to the Board's Real Estate and Facilities Office.

Funding Source(s): Internal R&R Funds (\$3,400,000)

Staff Recommendation: The Attorney General's Office has reviewed and approved this item pending the inclusion of an amendment to the purchase contract which requires Whirlpool Corporation to assume all risk and fully indemnify the University of Mississippi and IHL from any present or future liability resulting from the contamination of this property by the hydraulic fluid presently accumulated on a portion of the site. Board staff recommends approval of this item.

10. UMMC – Amendment to Consultant Agreement-Cooke Douglass Farr Lemons Architects and Engineers P.A.

Request: The University of Mississippi Medical Center (UMMC) requests approval for Cooke Douglass Farr and Lemons Architects and Engineers P.A. (CDFL) to

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
NOVEMBER 18, 2010
Page 13 of 14

provide additional architectural and engineering planning, design and management services as described in the scope of work below.

History of Contract: UMMC and CDFL entered into an agreement on April 6, 2010 for CDFL to provide architectural and engineering planning, design and management services to fulfill UMMC's Master Plan objectives between April 1, 2010 and June 30, 2011. UMMC agreed to pay hourly billing rates (\$50-\$230/hr) for services rendered, not to exceed \$245,000. The project was accelerated at UMMC's request and there are critical components of the Master Plan A/E services that were not specifically addressed in the current agreement. Therefore, in order to accomplish those necessary project planning components within the tight timeframe required, an additional amount of \$450,000 is needed.

Specific type of contract: This is an amendment to an existing consultant agreement.

Purpose: The purpose of this amendment is to request additional funds in the amount of \$450,000 to cover additional services provided by CDFL.

Scope of Work: The agreement is to provide architectural and engineering services to UMMC. CDFL will provide comprehensive planning support including, but not limited to: facility programming, design standards, infrastructure standards, design standards review, schedules for development and construction, sequences of construction, budget conformance and confirmation, project management, scope determination, infrastructure planning and standardization, land planning and utilization, and utility development and capacity requirements. Tasks to be included but not limited to: space planning, design and development. CDFL will assist the University in design, space planning, project management and space management and will act as a planning and project development consultant to UMMC until UMMC can establish their internal architectural and engineering department.

Term of contract: Original Contract Start Date: April 1, 2010 – Original Contract End Date: June 30, 2011. Original Contract was executed on April 6, 2010.

Termination Options: Either party may terminate on thirty (30) days' written notice.

Contract Amount: The total contract cost is \$695,000 (\$245,000 previously approved, of which \$229,487.00 has been paid out; an additional \$450,000 is requested).

Funding Source for Contract: The contract will be funded by general funds.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
REAL ESTATE
NOVEMBER 18, 2010
Page 14 of 14**

Contractor Selection Process: A Request for Proposals was issued July 14, 2008. Nine proposals were received. The top three proposals were Cooke Douglass Farr Lemons (CDFL), Hellmuth, Obata and Kassabaum (HOK) and Perkins and Will. Cooke Douglass Farr Lemons was selected because it completely met the RFQ requirements, listed exceptional references that were relevant to the expectations of UMMC, listed successful projects similar to UMMC, was comprised of a collaboration of reputable firms, and demonstrated a comprehensive understanding of the needs of a leading Research, Academic and Healthcare Provider Institution. For these additionally accelerated projects, rather than a new RFP, it was decided that an amendment to the current contract with Cooke Douglass Farr and Lemons would be less costly to the institution. Cooke Douglas Farr and Lemons has agreed not to bid on the performance of any new projects developed through this contract.

Staff Recommendation: The Attorney General's Office has reviewed and approved this item. Board staff recommends approval of this item.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 1 OF 3**

1. MSU – APPROVAL OF RENEWAL OF LEGAL SERVICES CONTRACT WITH DAVID WARE AND ASSOCIATES, L.L.C.

MSU requests permission to renew a contract with the firm of DAVID WARE & ASSOCIATES, L.L.C., located in Jackson, Miss., Metairie and Baton Rouge, La., and Pensacola, Fla., to provide services necessary in preparing labor certification applications on behalf of the University for its employees who seek permanent residence status. This contractual agreement is necessary due to amendments by the U.S. Department of Labor to the permanent labor certification regulations, specifically: the employers are required to pay the cost of preparing, filing, and obtaining certification, and employers are prohibited from transferring those costs to the beneficiary. This includes a prohibition on the alien paying the employer's attorney fees. The rule does allow an alien to pay his or her own personal costs incurred in connection with a labor certification, including attorney fees for personal legal representation, but where the same attorney represents both the alien and the employer, the costs must be borne by the employer. The term of the contractual agreement will be for one (1) year, for a maximum amount payable of \$50,000 during contract term. The rate/fee structure has not changed from the initial contract and is shown as indicated below.

**RATE/FEE SCHEDULE FOR MISSISSIPPI STATE UNIVERSITY
ATTACHMENT TO CONTRACTUAL AGREEMENT
FOR LEGAL SERVICES
DAVID WARE & ASSOCIATES, L.L.C.**

- I. Fees and Costs for PERM labor certification processing
 - a. Fees. DWA proposes to charge a fixed fee for each service provided, payable upon initiation of each case by MSU. These fees, with associated costs, for the various types of PERM applications, are:
 - i. Special Handling Labor Certification for College or University Teacher (hereinafter SHLC), with no rerecruitment necessary (case filed within 18 months of foreign national's selection for job): \$1500. Associated costs: express mail, if needed, approximately \$50; degree evaluation, if needed, approx. \$80.
 - ii. SHLC with rerecruitment necessary (case initiated and filed beyond 18 month cutoff date): \$2000. Associated costs: readvertising, approximately \$350; express mail, if needed, approximately \$50; degree evaluation, if needed, approx. \$80.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 2 OF 3**

- iii. Regular PERM labor certification (job has no teaching component):
\$2500. Associated costs: advertising, approximately \$750 to \$1000;
express mail, if needed, approximately \$50; degree evaluation, if needed,
approx. \$80.
 - iv. Outstanding Professor/Researcher or National Interest Waiver Petition:
\$5000. Filing fee \$475.
 - v. Adjustment of status: \$1500 principal applicant, \$750 each dependant.
Filing fees \$1010 each adult, \$600 each child under 14.
- II. Fees for consulting on other immigration matters
- b. DWA currently charges MSU on an hourly basis for consulting on all
immigration matters relating to human resources issues. In consideration of
acceptance of this Proposal, such services would henceforth be at no charge to the
University.

**STAFF RECOMMENDATION: Board staff recommends approval of this item
contingent upon approval by the Attorney General.**

**2. UM - APPROVAL TO EXECUTE DEEDS OF TRUST FOR SIGMA PHI
EPSILON**

Mississippi Alpha Housing Corporation of Sigma Phi Epsilon Fraternity holds an existing lease on Lot No. 309 on the Oxford Campus of the University of Mississippi, which expires on March 31, 2052. Under the lease between the University and the fraternity, the fraternity cannot assign any interest in the lease without university/IHL approval.

The house corporation wishes to refinance its existing debt on its improvements which is presently secured by two deeds of trust, obtained with the approval of the IHL. To that end, Bank of Oxford has agreed to loan the house corporation a total of \$360,000 through two debt instruments secured by two deeds of trust. The first loan in the amount of \$260,000 is payable in monthly installments with a fixed interest rate of 6.25% for five years, but is amortized over 8 years with a final balloon payment. The second loan in the amount of \$100,000 is an open-ended line of credit at a 6.25% fixed interest rate for one year, with a single payment. To secure the loans from Bank of Oxford, the house corporation needs Board approval to execute deeds of trust of leasehold interest in favor of Bank of Oxford.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 3 OF 3**

The Chancellor recommends that the Board authorize the house corporation to execute deeds of trust of leasehold interest in favor of Bank of Oxford to secure the loans.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
PERSONNEL
November 18, 2010
Page 1 of 4**

APPROVAL OF PERSONNEL ACTION REQUESTS

1. Employment

MSU

James H. Scheiner, Professor and Director, School of Accountancy, hired with tenure, effective January 1, 2011

MUW

Roy Ruby, Interim Vice President for Student Services; part-time status for a total salary of \$11,631.36 for six (6) months or until position is filled working eight (8) hours per week, effective December 1, 2010 (rehired retiree who is *not* on contract)

Rehired retirees making more than \$20,000 who ARE on employment contracts during Fiscal Year 2011

MUW

William L. Bateman, *former position:* MSU Professor; *re-employment position:* MUW Professor of Economics; *re-employment period* – FY 2011; annual salary of \$22,615

Linda Cox; *former position:* Director of BSN; *re-employment position:* Assistant Professor of Nursing; *re-employment period* – FY 2011; annual salary of \$34,999

Bobby Fuller; *former position:* Elementary School Principal in Starkville, MS; *re-employment position:* Assistant Professor of Educational Leadership; *re-employment period* – FY 2011; annual salary of \$25,000

Rehired retirees making more than \$20,000 who are NOT on employment contracts during Fiscal Year 2011

JSU

Hill Williams; *former position:* Associate Professor/Chair, Department of Health, Physical Education and Recreation; *previous salary,* \$83,568; *re-employment position:* Interim Director, Sports Science Program, Department of Health, Physical Education and Recreation; *re-employment period* November 1, 2010 - September 30, 2011; *salary* \$36,230

Mandy Strong-White; *former position:* Instructor of Service Learning; *previous salary:* \$10,500; *re-employment position:* Service Learning/Faculty Liaison; *re-employment period:* November 1, 2010 – September 30, 2011; *salary:* \$26,000

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
PERSONNEL
November 18, 2010
Page 2 of 4

MSU

Jean Mann, *former position:* Assistant Operations Coordinator; *re-employment position:* Alcohol Field Staff Specialist; *re-employment period:* August 30, 2010 through June 30, 2011; salary of \$25,000

James Lesley, *former position:* Associate Professor and Director of Choral Activities; *re-employment position:* Director of Choral Activities; *re-employment period:* August 16, 2010 through June 30, 2011; salary of \$38,588

E.C. O'Neal, *former position:* Professor; *re-employment position:* Professor; *re-employment period:* August 16, 2010 through June 30, 2011; salary of \$22,500

Linda Buehler, *former position:* Academic Coordinator; *re-employment position:* Coordinator; *re-employment period:* September 7, 2010 through June 30, 2011; salary of \$25,000

Bernice Hodge, *former position:* Professor; *re-employment position:* Lecturer; *re-employment period:* September 1, 2010 through June 30, 2011; salary of \$48,889

Thomas Berry, *former position:* Building Services Coordinator; *re-employment position:* Building Services Coordinator; *re-employment period:* September 1, 2010 through June 30, 2011; salary of \$23,496

Debra Fairbrother, *former position:* Administrative Assistant II; *re-employment position:* Administrative Assistant II; *re-employment period:* September 1, 2010 through June 30, 2011; salary of \$25,213

Pamela Mottley, *former position:* Technical Assistant; *re-employment position:* Technical Assistant; *re-employment period:* September 16, 2010 through June 30, 2011; salary of \$26,250

Cheryl Mueller, *former position:* Coordinator; *re-employment position:* Coordinator; *re-employment period:* September 16, 2010 through June 30, 2011; salary of \$24,960

Susmita Parikh, *former position:* Research Associate III; *re-employment position:* Research Associate III; *re-employment period:* October 1, 2010 through June 30, 2011; salary of \$24,267

Raymond Werthner, *former position:* Teacher-Jackson County Schools; *re-employment position:* Lecturer; *re-employment period:* August 16, 2010 through June 30, 2011; salary of \$40,000

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
PERSONNEL
November 18, 2010
Page 3 of 4

Wanda Lee, *former position:* Administrative Assistant to the Provost; *re-employment position:* Administrative Assistant to the Provost; *re-employment period:* September 22, 2010 through June 30, 2011; salary of \$28,763

William Bishop, *former position:* County Extension Director III; *re-employment position:* County Extension Director III; *re-employment period:* September 16, 2010 through June 30, 2011; salary of \$34,018

Roy Higdon, III, *former position:* Area Extension Agent IV; *re-employment position:* Area Extension Agent IV; *re-employment period:* September 16, 2010 through June 30, 2011; salary of \$34,152

Thomas Keene, *former position:* Area Extension Agent III; *re-employment position:* Area Extension Agent III; *re-employment period:* September 16, 2010 through June 30, 2011; salary of \$26,807

Diane Reynolds, *former position:* English Teacher; *re-employment position:* Lecturer; *re-employment period:* August 16, 2010 through June 30, 2011; salary of \$32,010

MUW

Suzanne Bean; *former position:* Professor of Education and Director of the Roger F. Wicker Center for Creative Learning; *re-employment position:* Community Liaison; re-employment period – FY 2011; annual salary of \$31,850

USM

Jon Mark Weathers; University Counsel; Office of University Counsel; salary of \$150,000 per annum, pro rata; E&G Funds; effective November 15, 2010

2. Change of Status

ASU

Carolyn Hinton, *from* Associate Vice President for Finance and Administrative Services; salary of \$98,000, per annum, pro rata; E&G Funds; *to*, effective October 12, 2010, Interim Vice President for Finance and Administrative Services; salary of \$130,000 per annum, prorata; E&G Funds

MSU

Gary B. Jackson, *from* Interim Associate Vice President for Academic Affairs/Associate Professor, Human Sciences, salary of \$145,000 per annum, pro rata; E&G Funds; *to*, effective January 1, 2011, Director, Mississippi State University Extension Service/Associate Professor, Human Sciences, salary of \$180,000 per annum, pro rata; MSU Extension Service E&G Funds

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
CONSENT AGENDA
PERSONNEL
November 18, 2010
Page 4 of 4**

Change of status of athletic personnel with multi-year contract

MSU

Louis Clay Homan; Men's Head Golf Coach, Athletics; *from* contract period of July 1, 2007 to June 30, 2012; salary of \$74,403 per annum, pro rata; Auxiliary Funds; *to*, effective July 1, 2010, contract extension through June 30, 2014; no change in salary

In October 2010, the Board approved a personnel item for Jerry S. Dudley. The item is being resubmitted with a correction to the salary source of funds (from E&G Funds *to* Auxiliary) and new salary amount (from \$70,000 *to* \$75,000). All other information noted below remains the same as previously approved.

Jerry S. Dudley, *from* Associate Women's Track and Head Cross Country Coach, Athletics, salary of \$56,353; Auxiliary Funds; *to*, effective November 1, 2010, Head Coach, Athletics Track and Field, salary of \$75,000 per annum, pro rata, Auxiliary Funds; contract end date of October 31, 2014

UM

Joseph P. Walker Jr.; Head Men's Track Coach and Head Women's Track Coach; Athletics; salary of \$111,090, per annum, pro rata; Auxiliary Funds; *from* a contract period of July 1, 2010 to June 30, 2011; *to*, effective September 1, 2010, contract extension through June 30, 2012; no change in salary

3. Sabbatical

MSU (change in sabbatical period approved in March 2010)

Seong-Gon Kim, Associate Professor, Physics and Astronomy; *from* \$68,516 per annum, E&G Funds; *to* \$34,258 per annum for sabbatical period; E&G Funds; changed *from* January 1, 2011 through May 15, 2011 *to* August 16, 2011 through December 31, 2011; professional development

REGULAR AGENDAS

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
 REGULAR AGENDA
 ACADEMIC AFFAIRS
 November 18, 2010
 Page 1 of 5

**1. SYSTEM – APPROVAL OF PROPOSED AMENDMENTS TO BOARD POLICY
 602 FRESHMAN ADMISSION REQUIREMENTS FOR UNIVERSITY SYSTEM
 INSTITUTIONS**

The proposed amendments were approved by the Board for first reading in October and are now presented for final approval.

***~~BEGINNING IN THE SUMMER OF 2012, THE FOLLOWING COLLEGE
 PREPARATORY CURRICULUM WILL APPLY.~~***

**602 FRESHMAN ADMISSION REQUIREMENTS FOR UNIVERSITY SYSTEM
 INSTITUTIONS**

The high school course requirements set forth below are applicable to students graduating from high school and entering a public institution of higher learning beginning in the summer of 2012.

A. HIGH SCHOOL COURSE REQUIREMENTS
(College Preparatory Curriculum)

<u>Subject</u>	<u>Carnegie Units</u>	<u>Contents and Remarks</u>
<i>English</i>	4	Compensatory Reading and Compensatory Writing may not be included.
<i>Mathematics</i>	4	Includes Algebra I, Geometry, Algebra II, and any one Carnegie Unit of comparable rigor and content. (e.g., Advanced Algebra, Trigonometry, Pre-Calculus, Calculus, AP Calculus AB, AP Calculus BC, Discrete Mathematics, Probability and Statistics, or AP Statistics.)
<i>Science</i>	4	Includes Biology I, Chemistry I, and any two Carnegie Units of comparable rigor and content. (e.g., Physics, Physical Science, Biology II, Chemistry II, AP Chemistry, Physics II, AP Physics B, AP Physics C – Electricity and Magnetism, AP Physics C – Mechanics, Botany, Microbiology, or Human Anatomy and Physiology.)

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ACADEMIC AFFAIRS
November 18, 2010
Page 2 of 5**

~~*Social Studies* — 4 — *Includes World History, U.S. History, Introduction to World Geography, U.S. Government, Economics, and Mississippi Studies. (Credit earned for a State/Local Government course in any other state may stand in lieu of Mississippi Studies.)*~~

~~*Arts* — 1 — *Includes any one Carnegie Unit of visual and performing arts course(s) meeting the requirements for high school graduation.*~~

~~*Advanced Electives* — 2 — *Includes any two Carnegie Units of Foreign Language (I and II), Advanced World Geography, and a Foreign Language (I) or any combination of English, mathematics, or lab-based science courses of comparable rigor and content to those required above.*~~

~~*Computer Applications* — 1/2 — *Course should emphasize the computer as a productivity tool. Instruction should include the use of application packages, such as word processing and spreadsheets. The course should also include basic computer terminology and hardware operation.*~~

~~*Pre High School Units* — *Algebra I, first year Foreign Language, Mississippi Studies, or Computer Applications Studies taken prior to high school will be accepted for admission provided the course content is the same as the high school course.*~~

<u>Subject Area</u>	<u>Required</u> ¹ <u>Carnegie Units and Content/Remarks</u>	<u>Recommended</u> ² <u>Carnegie Units and Content/Remarks</u>
<u>English</u>	<u>4</u> All must require substantial communications skills (i.e. reading, writing, listening, and speaking).	<u>4</u> <u>Compensatory Reading and Compensatory Writing may not be included.</u>

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ACADEMIC AFFAIRS
November 18, 2010
Page 3 of 5

<u>Mathematics</u>	<u>3</u>	<u>Includes Algebra I, Geometry, and Algebra II</u>	<u>4</u>	<i><u>Includes Algebra I, Geometry, Algebra II, and any one Carnegie unit of comparable rigor and content. (i.e. Advanced Algebra, Trigonometry, Pre-Calculus, Calculus, AP Calculus AB, AP Calculus BC, Discrete Mathematics, Probability and Statistics, or AP Statistics.)</u></i>
<u>Science</u>	<u>3</u>	<u>Biology, Advanced Biology, Chemistry, Advanced Chemistry, Physics, and Advanced Physics or any other science course with comparable rigor and content. One Carnegie unit from a Physical Science course with content at a level that may serve as an introduction to Physics and Chemistry may be used. Two of the courses chosen must be laboratory based.</u>	<u>4</u>	<i><u>Includes Biology I, Chemistry I, and any two Carnegie units of comparable rigor and content (i.e. Physics, Physical Science, Biology II, Chemistry II, AP Chemistry, Physics II, AP Physics B, AP Physics C-Electricity and Magnetism, AP Physics C-Mechanics, Botany, Microbiology, or Human Anatomy and Physiology).</u></i>
<u>Social Studies</u>	<u>3</u>	<u>Courses should include U.S. History (1 unit), World History (1 unit with substantial geography component), Government (½ unit), and Economics (½ unit) or Geography (½ unit).</u>	<u>4</u>	<i><u>Includes World History, U.S. History, Introduction to World Geography, U.S. Government, Economics, and Mississippi Studies (credit earned for state/local government course in any other state may stand in lieu of Mississippi Studies).</u></i>

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ACADEMIC AFFAIRS
November 18, 2010
Page 4 of 5**

<u>Arts</u>	=	=	<u>1</u>	<u><i>Includes any one Carnegie unit of visual and performing arts course(s) meeting the requirements for high school graduation.</i></u>
<u>Advanced Electives</u>	<u>2</u>	Requirements may be met by earning 2 Carnegie units from the following areas/courses, one of which must be in Foreign Language or World Geography.	<u>2</u>	<u><i>Includes any two Carnegie units of Foreign Language (I and II), Advanced World Geography, and a Foreign Language I or any combination of English, mathematics, or lab-based science courses of comparable rigor and content to those required above.</i></u>
<u>Computer Applications</u>	<u>½</u>		<u>½</u>	<u>Course should emphasize the computer as a productivity tool. Instruction should include the use of application packages, such as word processing and spreadsheets. The course should also include basic computer terminology and hardware operation.</u>
<u>Pre-High School Units</u>		Algebra I, first year Foreign Language, Mississippi Studies, or Computer Applications taken prior to high school will be accepted for admission provided the course content is the same as the high school course.		
<u>Total</u>	<u>15.5</u>		<u>19.5</u>	

¹High school Carnegie units **required for regular admission** to an IHL institution

²Recommended high school Carnegie units to enhance preparedness for college-level work

Staff Recommendation: Board staff recommends approval of this item.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ACADEMIC AFFAIRS
November 18, 2010
Page 5 of 5

2. SYSTEM – APPROVAL OF PROPOSED AMENDMENTS TO BOARD POLICY
605 PROOF OF IMMUNIZATION

The proposed amendments were approved by the Board for first reading in October and are now presented for final approval.

605 PROOF OF IMMUNIZATION

A.Measles, Mumps, and Rubella

Proof of immunization of measles, mumps, and rubella is required (two doses of the MMR vaccine) of all students, unless exempt because of (a) actual or suspected pregnancy (measles or rubella vaccines are not required for females who are pregnant; if pregnancy is suspected, a valid certificate of medical exception from a health provider is required until pregnancy is resolved), (b) medical contraindication, or (c) birth prior to 1957. Temporary waivers may be granted for students enrolled in distance learning courses and/or programs where their time on campus is limited to a minimum number of hours as determined by the admitting IHL institution.

B.HEPATITIS B

Proof of hepatitis B vaccination is required for students who are involved in health education programs that cause them to be potentially exposed to blood or other bodily fluids.

C. TUBERCULOSIS

Proof of test screening for tuberculosis by chest x-ray is required for all international students.

Staff Recommendation: Board staff recommends approval of this item.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
BUDGET, FINANCE & AUDIT
November 18, 2010
Page 1 of 33**

**1. SYSTEM – MISSISSIPPI OFFICE OF STUDENT FINANCIAL AID –
APPROVAL OF REVISIONS TO THE RULES AND REGULATIONS
AND CONTRACT AND NOTE FOR THE NURSING EDUCATION
LOAN/SCHOLARSHIP PROGRAM**

The Office of Student Financial Aid requests approval of revisions to the Rules and Regulations and the Contract and Note for the Nursing Education Loan/Scholarship Program effective for the 2011-2012 award year.

Proposed changes will allow students in RN to MSN nursing education programs to be eligible for assistance through the Nursing Education Loan/Scholarship Program.

Additional proposed changes will allow students to repay the Nursing Education Loan/Scholarship through part time employment.

Exhibits follow:

- Exhibit 1 – revisions to the Nursing Education Loan/Scholarship Rules and Regulations
- Exhibit 2 – revisions to the Nursing Education Loan/Scholarship Contract and Note

EXHIBIT 1

**NURSING EDUCATION LOAN/SCHOLARSHIP PROGRAM
RULES AND REGULATIONS**

These Rules and Regulations are subject to change by the Board of Trustees of State Institutions of Higher Learning (hereinafter, referred to as the “Board”). The number of awards and recipients are dependent upon availability of funds, and selection shall be based on a first-come, first-served basis of all eligible applicants; however, priority consideration shall be given to persons previously receiving awards under the Nursing Education Loan/Scholarship Program. Completed applications and all required documents received on or before March 31 each year, will be given first consideration in the award process.

I. ELIGIBILITY

- A. Must be a current legal resident of Mississippi. Applicants over twenty-one years of age who are actually domiciled out of the State of Mississippi may not claim the residency of their parent or parents unless they have been living out of the State of Mississippi for the previous twelve months

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
BUDGET, FINANCE & AUDIT
November 18, 2010
Page 2 of 33

to attend school or fulfill military obligations. Questions of residency will be decided by the Board.

- B. Must enter into a Contract and Note with the Board pursuant to these Rules and Regulations and all applicable State laws.
- C. Must not presently or previously have defaulted on an educational loan.
- D. Must have an official letter of acceptance from an accredited nursing school, showing date admitted and entering classification. All undergraduate recipients must maintain a 2.5/4.0 or higher grade point average each semester/trimester in order to continue to receive funds under the renewal process. All graduate recipients must maintain a 3.0/4.0 or higher grade point average each semester/trimester in order to continue to receive funds under the renewal process.
- E. Dependent on availability of funds, selection shall be based on a first-come, first-served basis of all eligible applicants; however, priority consideration shall be given to persons previously receiving awards under the Nursing Education Loan/Scholarship Program.

RN to BSN and BSN ELIGIBILITY

- F. **RN to BSN and BSN** - must be a junior or senior accepted for enrollment as a full-time or part-time nursing student as defined/determined and certified by the Dean or the Department Chair of the Nursing Program at which the nursing student/recipient is enrolled, in an accredited program of nursing leading to a Baccalaureate Degree approved by the Board.
- G. **RN to BSN only** - Must be a current Mississippi licensed registered nurse seeking a Baccalaureate Degree in Nursing.

RN to MSN, MSN, and Ph.D./DNP ELIGIBILITY

- H. **RN to MSN only** – Must be a current Mississippi licensed registered nurse seeking a Master’s Degree in Nursing.
- I. **MSN only** - Must have earned a BSN degree prior to applying for this MSN loan/scholarship.
- J. **RN to MSN and MSN** - Must be accepted for enrollment as a full-time or part-time nursing student as defined/determined and certified by the Dean or the Department Chair of the Nursing Program at which the nursing

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
BUDGET, FINANCE & AUDIT
November 18, 2010
Page 3 of 33

student/recipient is enrolled, in an accredited program of nursing leading to a Master's degree approved by the Board. Applicants pursuing Certificates are not eligible.

- K. **Ph.D./DNP only** - Must be enrolled as a full-time or part-time nursing student as defined/determined and certified by the Dean or the Department Chair of the Nursing Program at which the nursing student/recipient is enrolled, in one in-state accredited doctoral program of nursing approved by the Board.
- L. **MSN & Ph.D./DNP** - Must possess a current Mississippi nursing license.

II. REQUIREMENTS FOR LOAN/SCHOLARSHIP APPLICANT

Along with the application, the following documents must be submitted:

- A. **Proof of current Mississippi residency.** Proof may be any **two** of the following: a photo copy of current Mississippi valid driver's license, pages one (1) and two (2) of the State of Mississippi Tax Return for the current tax filing year, or the electronic results from filing the Free Application for Federal Student Aid.
- B. An official transcript from the last institution attended (if requested by our office).
- C. An official letter of acceptance from an accredited nursing school, showing date admitted and entering classification.
- D. One executed copy of the Rules and Regulations
- E. One executed, dated and notarized copy of the Contract and Note.
- F. **RN to BSN, RN to MSN, MSN and Ph.D./DNP** Copy of current Mississippi nursing license.

III. AMOUNT AND LENGTH OF LOAN/SCHOLARSHIP

- A. The loan/scholarship may be made in any amount not to exceed:
 - 1. **RN to BSN degree program**
Those RN's pursuing a BSN degree as a full-time nursing student as defined/determined and certified by the Dean or the Department Chair

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
BUDGET, FINANCE & AUDIT
November 18, 2010
Page 4 of 33

of the Nursing Program at which the nursing student/recipient is enrolled, are eligible to receive up to \$4,000.00 per academic year, not to exceed two calendar years or an aggregate of \$8,000.00. Those RN's pursuing a BSN degree as a part-time nursing student as defined/determined and certified by the Dean or the Department Chair of the Nursing Program at which the nursing student/recipient is enrolled, are eligible to receive a maximum of \$8,000.00 prorated over three calendar years. For purposes of service for the prorated three (3) calendar year recipient, the time of service required shall be two (2) years.

2. BSN degree program

Those pursuing a BSN degree as a full-time nursing student as defined/determined and certified by the Dean or the Department Chair of the Nursing Program at which the nursing student/recipient is enrolled, are eligible to receive up to \$4,000.00 per academic year, not to exceed two calendar years or \$8,000.00. Those pursuing a BSN degree as a part-time nursing student as defined/determined and certified by the Dean or the Department Chair of the Nursing Program, at which the nursing student/recipient is enrolled, are eligible to receive a maximum of \$8,000.00 prorated over three calendar years. For purposes of the service option for the prorated three (3) calendar year recipient, the time of service required shall be two (2) years.

3. RN to MSN degree program

Those RNs pursuing an MSN degree as a full-time nursing student as defined/determined and certified by the Dean or the Department Chair of the Nursing Program at which the nursing student/recipient is enrolled, are eligible to receive up to \$4,000.00 per academic year, not to exceed three calendar years or an aggregate of \$12,000.00. Those RN's pursuing an MSN degree as a part-time nursing student as defined/determined and certified by the Dean or the Department Chair of the Nursing Program at which the nursing student/recipient is enrolled, are eligible to receive a maximum of \$12,000.00 prorated over four calendar years. For purposes of service for the prorated four (4) calendar year recipient, the time of service required shall be three (3) years.

4. MSN degree program

Those pursuing an MSN degree must have first earned the BSN degree prior to applying for this MSN loan/scholarship program (Applicants pursuing Certificates are not eligible) and if enrolling as a full-time nursing student as defined/determined and certified by the Dean or the

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
BUDGET, FINANCE & AUDIT
November 18, 2010
Page 5 of 33

Department Chair of the Nursing Program at which the nursing student/recipient is enrolled, are eligible to receive up to \$4,000.00 per academic year for the published length of the program of study not to exceed an aggregate of \$8,000.00 over two years. Those pursuing an MSN degree as a part-time nursing student as defined/determined and certified by the Dean or the Department Chair of the Nursing Program, at which the nursing student/recipient is enrolled, are eligible to receive a maximum of \$8,000.00 prorated over three calendar years. For purposes of the service option for the prorated three (3) calendar year recipient, the time of service required shall be two (2) years.

5. Ph.D./DNP degree program

Those pursuing a Ph.D./DNP degree as a full-time nursing student as defined/determined and certified by the Dean or the Department Chair of the Nursing Program at which the nursing student/recipient is enrolled, are eligible to receive up to \$5,000.00 per academic year, for two calendar years or \$10,000.00. Those pursuing a Ph.D. degree as a part-time nursing student as defined/determined and certified by the Dean or the Department Chair of the Nursing Program, at which the nursing student/recipient is enrolled, are eligible to receive a maximum of \$10,000.00 prorated over four calendar years. For purposes of the service option for the prorated four (4) calendar year recipient, the time of service required shall be two (2) years.

NOTE: All recipients will be eligible for a one-year grace period, at the discretion of the Board of Trustees, after completion of the degree program of study.

- B. Loan/scholarship aid will be effective for the educational period in which the applicant meets all requirements and/or receives final approval from the Board of Trustees.
- C. No reimbursement will be made for challenged or audited courses, or prerequisite courses required to be accepted into a school of nursing.
- D. Checks shall be made payable to the school and mailed directly to the school upon verification from the institution of the nursing student recipient's grade point average and the full-time or part-time status as defined/determined and certified by the Dean or the Department Chair of the Nursing Program at which the nursing student/recipient is enrolled.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
BUDGET, FINANCE & AUDIT
November 18, 2010
Page 6 of 33

IV. RECIPIENTS IN SCHOOL

- A. Recipient must maintain good standing in a school of nursing at all times.
- B. All undergraduate recipients must maintain a 2.5/4.0 or higher grade point average each semester/trimester in order to continue to receive funds under the renewal process.
- C. All graduate recipients (including RN to MSN students) must maintain a 3.0/4.0 or higher grade point average each semester/trimester in order to continue to receive funds under the renewal process.
- D. Should a recipient fail to maintain the aforementioned (see B and C above) grade point average each semester or fail or withdraw or have to repeat any course, he/she is suspended from participation in the program and his/her awards are stopped until such time he/she submits an official transcript sent directly by the educational institution evidencing a passing grade in all subjects.
- E. Recipient must at all times keep the Mississippi Office of Student Financial Aid informed of any change of address and phone number. Recipient will furnish a correct, complete home address and telephone number, and will immediately inform this office of any change of address or phone number.

V. MILITARY SERVICE

In terms of military service the following definitions shall apply:

Required military service is that service which is required of an individual in the service of the Armed Forces of the United States; it does not include a military service obligation incurred to repay a grant, stipend or scholarship granted the individual prior to, during, or after the award of the Nursing Education Loan/Scholarship.

OBLIGATED or VOLUNTARY military service is that service which is performed by the individual in repayment of a debt owed the United States government as a result of military scholarships, ROTC scholarships, etc. received by the individual. Service is VOLUNTARY if the individual is not obligated to incur a period of military service, but chooses to incur the service obligation.

- A. Loans/scholarships shall be eligible for deferment of the accrual of interest

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
BUDGET, FINANCE & AUDIT
November 18, 2010
Page 7 of 33

and the repayment of principal during the time of required military service:

1. In the event of REQUIRED military service, the loan/scholarship recipient must apply in writing to the Board for a leave of absence, stating beginning and ending dates.
 2. Loan/scholarship recipients must supply the Board with a copy of military orders.
 3. Deferment of the obligation to repay due to military service must be requested and approved by the Board on a year-to-year basis (annually).
 4. Immediately upon completion of REQUIRED military service, loan/scholarship recipients must elect among the options for repayment or service repayment and notify the Board of such election.
 5. If a loan/scholarship recipient continues REQUIRED military service for any reason beyond the required time, then that person shall be declared ineligible for deferment and the remaining unpaid principal and interest due and payable shall become due and payable on demand to the Board in equal monthly consecutive installments as determined by the Board with interest calculated at the current Federal Stafford Loan rate at the time of the occurrence of the event.
- B. If a loan/scholarship recipient obligates himself/herself to VOLUNTARY military service prior to, during, or after the award of the Nursing Education Loan/Scholarship, then that person shall be declared ineligible for deferment and the remaining unpaid principal and interest due and payable shall become due and payable on demand to the Board in equal monthly consecutive installments, as determined by the Board, with interest calculated at the current Federal Stafford Loan rate at the time of the occurrence of the event.

VI. SERVICE OPTION

- A. When education is completed, a loan/scholarship recipient MAY NOT work out of the State of Mississippi until contractual obligations have been totally fulfilled, except in the instance of Board approved REQUIRED military service. The loan/scholarship recipient ~~may not~~ MAY partially defer his/her service obligation in order to pursue an additional degree in nursing. The loan/scholarship recipient may request

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
BUDGET, FINANCE & AUDIT
November 18, 2010
Page 8 of 33

an in-school deferment to allow the student to work part-time while pursuing an additional degree in nursing. A loan/scholarship recipient who is granted an in-school deferment must begin to fulfill his/her service obligation on a part-time basis.

- B. Within sixty (60) days after completion of nursing education, the loan/scholarship recipient will furnish to the Board the proposed site of nursing service, and expected date to begin service. It is fully understood that it is the responsibility of the loan/scholarship recipient to seek and secure an approved location for his/her proposed service. The Board assumes no obligation to perform that function.
- C. If the approved location proves to be unsatisfactory, the loan/scholarship recipient may request change of location from the Board. **NO CHANGE IS TO BE MADE PRIOR TO BOARD APPROVAL.** The new location of service must likewise be within the State of Mississippi.
- D. Loans/Scholarships made to applicants shall be made and based upon the following options for repayment or conversion to interest-free scholarships (REQUIRED military service excepted):
1. In lieu of payment in full of both principal and interest, a loan/scholarship recipient may elect to repay by entry into full-time service in professional nursing by either teaching nursing full-time¹ at an accredited School of Nursing in MISSISSIPPI, or in performing other work in professional nursing in the interest of public health on a full-time or part-time² basis. The service obligation period for those employed full-time will be equal to the length of the study period provided by the loan/scholarship and for those employed part-time will be twice the length of the study period provided by the loan/scholarship; however, such service shall never be less than twelve (12) consecutive months for full-time public health work, twenty-four (24) consecutive months for part-time public health work, or one (1) academic year for teaching, regardless of the length of study provided under this loan/scholarship.
 2. In the event of abandonment or abrogation of the option for repayment as provided for in VI. D. 1, the remaining balance of unpaid or undischarged principal and interest shall become due and payable over

¹ Full-time as used in paragraph VI. D. 1 is understood by the parties to mean that the nurse or instructor shall maintain the normal full-time work schedule where the nurse or instructor is employed.

² Part-time, as used in paragraph VI.D.1. is understood by the parties to mean that the nurse shall maintain a work schedule of no fewer than 20 hours per week.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
BUDGET, FINANCE & AUDIT
November 18, 2010
Page 9 of 33

the remaining period of time made in sixty (60) or less equal monthly consecutive installments for the Ph.D./DNP or RN to MSN recipient and thirty-six (36) or less equal consecutive monthly installments for the RN to BSN, BSN, or MSN recipient commencing one (1) month after graduation or termination of attendance as a full-time nursing student as defined/determined and certified by the Dean or the Department Chair of the Nursing Program at which the nursing student/recipient is enrolled or termination of full-time service or termination of other deferment.

- E. The loan/scholarship recipient and the Board shall designate, by written agreement, a time in the future when the obligations shall be fulfilled according to the requirements of the Contract and Note, in the event that obligations imposed by the terms of the Contract and Note are delayed or rendered impossible or impracticable due to temporary impairment of health or other conditions beyond the control of the loan/scholarship recipient.
- F. Loans shall either be converted to whole or partial scholarships in accordance with this subsection, or repaid in accordance with this subsection, or repaid in accordance with this subsection and the provisions of Section VII, below.

VII. LOAN OPTION

- A. Should the loan/scholarship recipient abandon or abrogate service, then the loan/scholarship recipient shall repay his/her loan (principal and interest thereon) in sixty (60) or less equal monthly consecutive installments for the Ph.D./DNP or RN to MSN recipient or thirty-six (36) or less equal consecutive monthly installments for the RN to BSN, BSN, or MSN recipient commencing one (1) month after graduation or termination of attendance as a full-time nursing student as defined/determined and certified by the Dean or the Department Chair of the Nursing Program at which the nursing student/loan/scholarship recipient is enrolled or termination of full-time service or termination of other deferment.
- B. The rate of interest charged a loan recipient on the unpaid balance is at the current Federal Stafford Loan rate at the time of the occurrence of the event, commencing one (1) month after graduation or termination of attendance as a full-time nursing student as defined/determined and certified by the Dean or the Department Chair of the Nursing Program at which the nursing student/loan/scholarship recipient is enrolled or

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
BUDGET, FINANCE & AUDIT
November 18, 2010
Page 10 of 33

termination of full-time service or termination of other deferment.

- C. If the loan recipient fails to repay his/her loan (principal and interest thereon) in sixty (60) or less equal monthly consecutive installments for the Ph.D./DNP or RN to MSN recipient or thirty-six (36) or less equal monthly consecutive installments for the RN to BSN, BSN, or MSN recipient commencing one (1) month after graduation or termination of attendance as a full-time nursing student as defined/determined and certified by the Dean or the Department Chair of the Nursing Program at which the nursing student/loan/scholarship recipient is enrolled or termination of full-time nursing service or termination of other deferment, all principal and interest outstanding, together with costs of collection shall become immediately due and payable and demand shall be made by mailing the same to the obligor at the last address furnished by said obligor. Should payment of the sum due not be made in full within thirty (30) days, on the 30th day following the date demand was made, the Addendum and Amendment executed by the obligor shall be placed with an attorney for collection. At this point the obligor shall become liable for reasonable attorneys' fees and court costs in addition to the other sums due and owing.

VIII. DEATH/TOTAL AND PERMANENT DISABILITY/BANKRUPTCY

A. Death

1. If an individual loan/scholarship recipient dies and that loan/scholarship recipient has elected to repay by service as specified in Section VI. D. 1 and 2, then the loan/scholarship recipient's obligation to make any further payments of principal and interest on the Loan/scholarship is canceled.
2. The Board may determine that such a loan/scholarship recipient has died on the basis of a death certificate or other proof of death that is acceptable under applicable State law. If a death certificate or other acceptable proof of death is not available, the loan/scholarship recipient's obligation on the loan/scholarship is canceled only upon a determination by the Board on the basis of other evidence that the Board finds conclusive.
3. Once the Board has determined that such a loan/scholarship recipient has died, the Board may not attempt to collect on the loan/scholarship from the loan/scholarship recipient's estate.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
BUDGET, FINANCE & AUDIT
November 18, 2010
Page 11 of 33

B. Total and Permanent Disability

1. If the Board determines that an individual loan/scholarship recipient is totally and permanently disabled, the loan/scholarship recipient's obligation to make any further payments of principal and interest on the loan/scholarship is canceled. A loan/scholarship recipient is not considered totally and permanently disabled on the basis of a condition that existed before he/she applied for the Loan/scholarship, unless the loan/scholarship recipient's condition has substantially deteriorated since he/she submitted the Loan/scholarship application, so as to render the loan/scholarship recipient totally and permanently disabled.
2. After being notified by the loan/scholarship recipient or the loan/scholarship recipient's representative that the loan/scholarship recipient claims to be totally and permanently disabled, the Board shall promptly request that the loan/scholarship recipient or the loan/scholarship recipient's representative obtain a certification from a physician who is a doctor of medicine or osteopathy and legally authorized to practice, on a form provided or approved by the Board, that the loan/scholarship recipient is totally and permanently disabled. The Board shall continue collection until it receives the certification or receives a letter from a physician stating that the certification has been requested and that additional time is needed to determine if the loan/scholarship recipient is totally and permanently disabled. After receiving the physician's certification or letter, the Board may not attempt to collect from the loan/scholarship recipient.
3. If the Board determines that a loan/scholarship owed by a loan/scholarship recipient who claims to be totally and permanently disabled is not eligible for cancellation for that reason, or if the Board has not received the physician's certification, described in paragraph [B](2) of this section, within 60 days of the receipt of the physician's letter described in paragraph [B](2) of this section, the Board shall resume collection and shall be deemed to have exercised forbearance of payment of both principal and interest from the date the Board received the physician's letter described in paragraph [B](2) of this section.

C. Bankruptcy

Loan/scholarships made pursuant to the Nursing Education Loan/Scholarship Program are nondischargeable in bankruptcy.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
BUDGET, FINANCE & AUDIT
November 18, 2010
Page 12 of 33

IX. WARRANTY

The acceptance of a Nursing Education Loan/Scholarship shall be deemed equivalent to an appointment by each loan/scholarship recipient of the Secretary of State of the State of Mississippi to be his/her true and lawful attorney, upon whom may be served all lawful processes and summons in any action or proceeding against him/her in the event he/she removes himself/herself from this State and the processes of its courts, and growing out of any breach of Contract and Note by the loan/scholarship recipient for failure to fulfill his/her Contract and Note with the Board or to repay the Nursing Education Loan/Scholarship including interest pursuant to the law and Contract and Note, and said acceptance of the loan rights and privileges shall be a signification of the applicant's agreement that any such process or summons against him/her which is so served upon the Secretary of State, shall be of the same legal force and validity as if served on him/her personally. The venue of all causes of action against such nonresidents shall be Hinds County, Mississippi.

EXHIBIT 2

**NURSING EDUCATION LOAN/SCHOLARSHIP PROGRAM
CONTRACT AND NOTE WITH STUDENT**

This Contract and Note entered into by and between the Board of Trustees of State Institutions of Higher Learning (hereinafter referred to as the "Board"), and <First Name Middle Initial Last Name SSN> (hereinafter referred to as the "loan/scholarship recipient"), on this date <Date> **WITNESSETH:**

For and in consideration of the mutual promises and covenants made by and between the parties to this agreement, as set forth herein; in consideration of the sums paid on behalf of and for the benefit of the loan/scholarship recipient; in further consideration of the promise and obligation to repay said sums, with interest. Dependent on the availability of funds, the receipt by the loan/scholarship recipient of the same sum, and other good and valuable consideration, the receipt and sufficiency of which is all hereby acknowledged, the Board and loan/scholarship recipient bind themselves to the following promises, covenants, terms and conditions as follows, to-wit:

I. PARTIES AGREE AND CONTRACT THAT:

- A. This Contract and Note is executed by and between the parties under the authority of and, pursuant to all applicable State Laws and the Rules and

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
BUDGET, FINANCE & AUDIT
November 18, 2010
Page 13 of 33

Regulations promulgated thereunder for the purpose of assisting the loan/scholarship recipient to obtain a degree for the purpose of teaching at an accredited School of Nursing in the State of Mississippi or in performing other work in professional nursing in the interest of public health in the State.

- B. The extension of and provision of funds under this Contract and Note are conditioned upon the availability of sufficient funds. Should funds not be available and not be advanced to the loan/scholarship recipient, then this Contract and Note shall be void and of no force and effect. The non-availability of funds in this or any other contract period shall not void other Contracts and Notes entered into by and between the parties hereto, under which funds were provided, nor shall it negate or void the necessity for performance with the terms and conditions of other Contracts or Notes entered into by and between the parties.
- C. The further purpose of this Contract and Note is to secure the services of nursing teachers holding advanced degrees at an accredited School of Nursing in Mississippi or in performing other work in professional nursing in the interest of public health in the State.
- D. Payments made by the Board pursuant to this Contract and Note shall be made payable to the educational institution and shall be delivered directly to the educational institution to be applied to the benefit of the loan/scholarship recipient, first to the tuition during the school year and second to the loan/scholarship recipient to be used for such other educational expenses as are reasonable and necessary, including, but not limited to, other fees, books, and room and board.

II. THE BOARD AGREES:

- A. To furnish to the benefit of the loan/scholarship recipient in the manner aforesaid, subject to the availability of funds, and to the performance by the loan/scholarship recipient of the terms and conditions set out herein, and in the Rules and Regulations governing this instrument, a loan, payable in annual installments as specified in the Rules and Regulations, for the purpose of paying the tuition and other educational expenses incurred by the loan/scholarship recipient. Payment shall be suspended should a recipient fail to maintain the minimum grade point average per semester/trimester (2.5 for undergraduate and 3.0 for graduate, including RN to MSN students). Payment shall also be suspended if recipient fails or withdraws or has to repeat any course.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
BUDGET, FINANCE & AUDIT
November 18, 2010
Page 14 of 33

- B. To allow repayment of said Loan/Scholarship over time, in accordance with the terms and conditions of this Contract and Note and the Rules and Regulations governing the same.
- C. To allow, in accordance with the terms and conditions of this Contract and Note and Rules and Regulations, the amounts due hereunder to be converted to a scholarship which need not be repaid by the loan/scholarship recipient as long as the scholarship requirements are performed and met by the loan/scholarship recipient.

III. THE LOAN/SCHOLARSHIP RECIPIENT AGREES AS FOLLOWS:

- A. To enroll as a full-time or part-time nursing student, as defined/determined and certified by the Dean or the Department Chair of the Nursing Program at which the nursing student/recipient is enrolled, in a nursing education program at one accredited educational institution in Mississippi approved by the Board and diligently pursue the courses of study and requirements for a degree.
- B. To furnish the Board in writing a current residence address and telephone number, and, until the sums due and owing are repaid in full, or until the loan/scholarship recipient fulfills a Loan/Scholarship obligation incurred hereunder, to immediately notify the Board in writing of any change of residence address or telephone number, and furnish in writing such new residence address and telephone number.

IV. SERVICE OPTIONS:

- A. **Definition: Full-time** as used in subparagraph (b) of this section shall be defined as maintaining the normal full-time work schedule where the recipient is employed. **Part-time** as used in subparagraph (b) of this section shall be defined as maintaining a work schedule of no fewer than 20 hours per week.
- B. **Service Option:** In lieu of payment in full of both principal and interest, the loan/scholarship recipient after successful attainment of a degree may elect to repay principal and interest due hereunder by full-time entry into service in professional nursing by either employment in the field of teaching nursing full-time at an accredited School of Nursing in Mississippi, or in performing other work in professional nursing in the interest of public health in the State on a full-time or part-time basis. The service obligation period for those employed full-time will be equal to the length of the study period provided by the Loan/Scholarship and for those

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
BUDGET, FINANCE & AUDIT
November 18, 2010
Page 15 of 33

employed part-time will be twice the length of the study period provided by the loan/scholarship; provided however, that such service shall never be less than twelve (12) consecutive months for full-time public health work, twenty-four (24) consecutive months for part-time public health work, or one (1) academic year for teaching regardless of the length of study provided under this Loan/Scholarship.

- C. In the event of abandonment or abrogation of the option for repayment as provided for in Subparagraph (b) of this section, the remaining balance of unpaid or undischarged principal and interest shall become due and payable over the remaining period of time made in thirty-six (36) or less equal consecutive monthly installments for the RN to BSN recipient, the BSN recipient and the MSN recipient, or sixty (60) or less equal consecutive monthly installments for the Ph.D./DNP or RN to MSN recipient, commencing one (1) month after graduation or termination of attendance as a full-time or part-time nursing student as defined/determined and certified by the Dean or the Department Chair of the Nursing Program at which the nursing student/recipient is enrolled or termination of service employment or termination of other deferment.

V. REPAYMENT.

The loan/scholarship recipient promises and agrees to pay the loaned funds, with interest, in accordance with the provisions set out in this paragraph. Unless one of the "Service Options" described in Subparagraph 3, above, is selected by the loan/scholarship recipient, with proper written notice to the Board, and unless the "Service Option" is subsequently completed in the manner described in Subparagraph 3, then repayment shall commence as follows:

- A. **Number of Payments; Principal and Interest to be Repaid.** The **RN to BSN recipient, the BSN recipient and the MSN recipient** shall repay and agrees to repay all amounts loaned under this or any other similar or like Contract and Note made pursuant to this Program, in not to exceed thirty-six (36) equal monthly consecutive payments, beginning as set out below in Subsection (b), and terminating upon the complete and total repayment of all sums, both principal and interest, which are due and owing under the terms and conditions of this Contract and Note, and any other sums heretofore loaned or advanced to recipient under this or any other similar or like Contract and Note made pursuant to this Program. The **Ph.D./DNP recipient and the RN to MSN recipient** shall repay and agrees to repay all amounts loaned under this or any other similar or like Contract and Note made pursuant to this Program, in not to exceed sixty (60) equal monthly consecutive payments, beginning as set out below in Subsection (b), and terminating upon the complete and total repayment of

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
BUDGET, FINANCE & AUDIT
November 18, 2010
Page 16 of 33

all sums, both principal and interest, which are due and owing under the terms and conditions of this Contract and Note, and any other sums heretofore loaned or advanced to recipient under this or any other similar or like Contract and Note made pursuant to this Program.

- B. **Beginning and Ending of Repayment Period.** Repayment shall begin one (1) month after the attainment of the degree or termination of full-time employment or termination of other deferment.
- C. **Repayment of Principal Amount.** The amount of principal which shall be repaid according to the terms and conditions of this Contract and Note, and which has been advanced pursuant to the terms of this Contract and Note is the sum of up to a maximum of Eight Thousand Dollars (\$8,000.00) for RN to BSN, Eight Thousand Dollars (\$8,000.00) for BSN, Eight Thousand Dollars (\$8,000.00) for MSN, Twelve Thousand Dollars (\$12,000) for RN to MSN, or Ten Thousand Dollars (\$10,000.00) for Ph.D/DNP.
- D. **Interest Rate.** The rate of interest charged upon the principal amount loaned upon this Contract and Note by the Board to the loan recipient shall be fixed by reference to the Federal Stafford Loan Program thirty (30) days subsequent to the occurrence which is defined in Subsection (b), above. The rate of interest to be paid by the recipient upon the principal sums loaned or advanced pursuant to this Contract and Note shall be calculated according to the provisions of the Federal Stafford Loan Program and shall be applied to the unpaid balance on the 30th day following the occurrence referred to in Subsection (b), above. The rate of interest charged a loan recipient shall be at the current Federal Stafford Loan rate at the time of the occurrence of the event.
- E. **Acceleration of Debt.** Should the Board terminate this Contract and Note or should the following conditions occur:
1. Failure of the loan recipient to abide by its terms and conditions;
 2. Failure of the loan recipient to abide by and comply with the Statutes, Rules and Regulations governing this Contract and Note;
 3. Loan recipient does not continue in status as a full-time or part-time nursing student as defined/determined and certified by the Dean or the Department Chair of the Nursing Program at which the nursing student/recipient is enrolled; or
 4. Should any payment due and owing by the recipient be received more

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
BUDGET, FINANCE & AUDIT
November 18, 2010
Page 17 of 33

than thirty days past the date upon which said payment was due and owing; then the Board may, at its option, declare the entire sum due and owing by the loan recipient under this or any other similar or like contract and/or note entered into by the recipient pursuant to this Loan/Scholarship Program immediately due, and may demand the immediate payment of the same by loan recipient of this instrument. Failure of the Board to exercise its option to accelerate shall not constitute a waiver of its future right to exercise the option to accelerate.

- F. **Application of Partial Payments.** Should partial payments be made before default, or should sums be received or recovered after default, the sums shall first be applied to costs of collection, court costs and attorneys' fees, then to interest, and the remaining sums shall be applied to principal.
- G. **Waiver of Presentment, etc.** Loan recipient hereby waives presentment, dishonor, notice of dishonor, protest and protest of dishonor.
- H. **Costs and Attorneys' Fees.** Should this Contract and Note be in default in payment or any of its provisions, then the same shall be placed with an attorney for collection. Loan recipient hereby agrees to pay any reasonable attorneys' fees, costs of collection, suit costs and costs of court which are incurred in the collection of the sums due and owing under the terms of this Contract and Note.
- I. **When Repayment May Be Deferred.** The conditions of repayment shall be deferred in accordance with the terms and conditions of the Service Option provisions of this Contract and Note, and/or the Military Service provisions of this Contract and Note.

VI. REQUIRED MILITARY SERVICE.

The requirements of Repayment under Subsection 3 of this Contract and Note and the requirements of Service under Subsection 3 of this Contract and Note shall be eligible for deferment during any such period of time the loan/scholarship recipient shall be required to serve by United States law (required service being further defined in the Rules and Regulations of the Board governing this document), in the Armed Forces of the United States, provided that notice of such required service is given to the Board and the period of required service is approved by the Board in accordance with its Rules and Regulations. Immediately upon the termination of such required military service in the Armed Forces of the United States, such indebtedness and the interest which has accumulated thereon shall be due and payable in accordance with the terms and conditions and in a manner provided for by this Contract and Note.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
BUDGET, FINANCE & AUDIT
November 18, 2010
Page 18 of 33

**VII. RULES AND REGULATIONS OF BOARD INCORPORATED
HEREIN.**

The loan/scholarship recipient agrees that the Rules and Regulations which are, have been, or may be in the future duly promulgated by the Board governing this Loan/Scholarship Program are incorporated herein by reference as if fully recopied in words and figures herein. The loan/scholarship recipient agrees to abide by such Rules and Regulations.

VIII. SEVERABILITY.

The provisions of this instrument are severable. Should a court of competent jurisdiction invalidate any portion or portions thereof, the other portions not so invalidated shall remain in full force and effect.

IX. CONSTRUED UNDER THE LAWS OF MISSISSIPPI.

This instrument is to be construed under the laws of the State of Mississippi in effect at the time reference is made thereto in aid of such construction. Should the laws governing the Board or the statutory enactment allowing the provision of this Loan/Scholarship be repealed or so modified as to remove the power of the Board to enter into such Contracts and Notes, then the last such statutory enactment before such repeal or modification shall control.

Staff Recommendation: The agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.

**2. SYSTEM – MISSISSIPPI OFFICE OF STUDENT FINANCIAL AID –
APPROVAL OF REVISIONS TO THE RULES AND REGULATIONS OF
THE MISSISSIPPI RESIDENT TUITION ASSISTANCE GRANT (MTAG)**

The Office of Student Financial Aid requests approval of revisions to the Rules and Regulations for the Mississippi Resident Tuition Assistance Grant (MTAG).

The MTAG Rules and Regulations have not been updated since February 1999, at which time the program was administered at the institutional level. The proposed revisions to the Rules and Regulations will align the program Rules and Regulations with practice.

Exhibit follows:

- Exhibit 3: Revisions to the Mississippi Resident Tuition Assistance Grant Rules and Regulations

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
BUDGET, FINANCE & AUDIT
November 18, 2010
Page 19 of 33

EXHIBIT 3

Mississippi Resident Tuition Assistance Grant
Rules and Regulations

Last revised February 1999

These Rules and Regulations are subject to change by the Mississippi Post-Secondary Education Financial Assistance Board (Board). All eligible students shall receive an MTAG award, however the amount of each MTAG award depends upon the availability of funds as authorized by the State Legislature. If the recipient fails to maintain continuous enrollment, and is not granted an exception for cause by the administering agency, the student is ineligible to receive the Mississippi Resident Tuition Assistance Grant during the following semester or trimester or term of the regular academic year.

SECTION I. ELIGIBILITY REQUIREMENTS:

A. General Requirements:

1. Must be able to document current legal residency in the State of Mississippi. Resident status for purposes of receiving MTAG under this act shall be determined in the same manner as resident status for tuition purposes as set forth in Sections 37-103-1 through 37-103-29, of Ms. Code Ann., with the exception of Section 37-103-17.
2. Must attend, on a full-time basis, one of the following institutions of higher learning: Alcorn State University, Delta State University, Jackson State University, Mississippi State University, Mississippi University for Women, Mississippi Valley State University, University of Mississippi, University of Southern Mississippi, Coahoma Community College, Copiah-Lincoln Community College, East Central Community College, East Mississippi Community College, Hinds Community College, Holmes Community College, Itawamba Community College, Jones County Junior College, Meridian Community College, Mississippi Delta Community College, Mississippi Gulf Coast Community College, Northeast Mississippi Community College, Northwest Mississippi Community College, Pearl River Community College, Southwest Mississippi Community College, Belhaven College, Blue Mountain College, Millsaps College, Mississippi College, Rust College, Tougaloo College, William Carey College, Mary Holmes College, Magnolia Bible College and Wood College.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
BUDGET, FINANCE & AUDIT
November 18, 2010
Page 20 of 33

3. ~~Must file an application with the eligible institution the student will attend, no later than the close of business on the date set by the Board. For 2009-2010 that date is set as September 15, 2009. Must complete an application for state financial aid on or before September 15 during the fall of the aid year for which the student is seeking assistance.~~
4. Must not currently be in default on a Federal or State educational loan or owe a repayment on a Federal or State grant.
5. Must meet any other general requirements for admission and student financial aid at the student's eligible institution of choice.

B. Specific Requirements of Initial Eligibility:

1. Must have graduated from high school with a minimum cumulative GPA of 2.5 on a 4.0 scale after seven (7) semesters certified by the high school counselor or other authorized school official on the application AND graduation from high school verified by the institution before disbursement of awards AND scored a minimum of 15 on the ACT or 720 on the SAT I or 1060 on the New SAT:

OR

Attended a home education program during grade levels 9 through 12 and scored a minimum of 15 on the ACT or 720 on the SAT I or 1060 on the New SAT;

OR

Successfully completed the International Baccalaureate Program, with a minimum cumulative GPA of 2.5 on a 4.0 scale, based on that school's grading system, AND scored a minimum of 15 on the ACT or 720 on the SAT I or 1060 on the New SAT;

OR

Satisfactorily completed the General Education Development Test (GED) and scored a minimum of 15 on the ACT or 720 on the SAT I or 1060 on the New SAT.

Exception: Any student, including the GED entrant, pursuing a non-academic program of study leading to a certificate or an associate of

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
BUDGET, FINANCE & AUDIT
November 18, 2010
Page 21 of 33

applied science degree is not required to take the ACT, unless required by the school.

2. Must NOT qualify for a full Federal Pell Grant, as evidenced by completing either ~~complete~~ a FAFSA (Free Application for Federal Student Aid form) to determine eligibility for the Federal Pell Grant, or ~~sign and have notarized~~ a Financial Certification Statement certifying that the family income will preclude the applicant's eligibility for the Federal Pell Grant or other Title IV funds.
- ~~3. Must not have "full" Federal Pell Grant eligibility.~~
4. Students currently enrolled in an eligible institution, regardless of classification or whether students have previously received MTAG, must have earned a cumulative GPA of at least 2.5 on a 4.0 scale on their college work, regardless of their high school performance.

C. General Renewal Requirements:

The renewal of the Mississippi Resident Tuition Assistance Grant shall be evaluated on an annual basis each new academic year.

1. Student must be attending an eligible institution on a full-time basis.
2. Student must have maintained continuous enrollment of not less than two semesters or three trimesters in each successive academic year, while a recipient of MTAG unless granted an exception for cause.
3. While a recipient of MTAG, if a student drops below full-time status during a semester or trimester of the academic year and is not granted an exception for cause by the administering agency, that student is ineligible to receive funds during the following semester or trimester of full-time enrollment of the regular academic year.
4. Student must be recertified eligible by the institution for each regular academic year.
5. Student must complete a renewal application for state financial aid on or before September 15 during the fall of the aid year for which the student is seeking assistance.
6. Each year, the student must NOT qualify for a full Federal Pell Grant, as evidenced by completing either ~~complete~~ a FAFSA (Free

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
BUDGET, FINANCE & AUDIT
November 18, 2010
Page 22 of 33

Application for Federal Student Aid form) to determine eligibility for the Federal Pell Grant, or ~~sign and have notarized~~ a Financial Certification Statement certifying that the family income will preclude the applicant's eligibility for the Federal Pell Grant or other Title IV funds each year.

7. Must maintain satisfactory academic progress toward a degree with a minimum cumulative GPA of 2.5 on a 4.0 scale, as certified by the registrar, based on that institution's calculation, at the end of each semester, trimester, term of the regular academic year. In the case of students pursuing a certificate, the student must meet that institution's satisfactory academic progress standards of his/her program of study.

SECTION II. LENGTH AND AMOUNT OF MTAG:

- A. No student may receive an MTAG for longer than the equivalent semesters or trimesters required to complete on (1) certificate, and/or one (1) associate and/or (1) bachelor degree per institution, not to exceed eight (8) semesters or twelve (12) trimesters.
- B. Amount of Mississippi Resident Tuition Assistance Grant: Those students eligible for less than the full Federal Pell Grant award shall receive a Mississippi Resident Tuition Assistance Grant in an amount not to exceed the maximum Federal Pell Grant allowable for that individual student. The amount of MTAG awarded to each student shall be the difference in the student's cost of attendance at his/her eligible college of choice minus the amount of other aid he/she may receive. Cost of attendance will be based on the tuition and fees of the eligible institution plus an allowance for room, meals, books, material, transportation and any other ordinary reasonable expenses, as defined by the Federal Pell Grant budget. In no case shall any student receive any combination of student financial aid and MTAG that would exceed the cost of attendance.
 1. For freshman and sophomore students attending four-year and two-year, public and nonprofit, colleges and universities in Mississippi, the award shall not exceed Five Hundred Dollars (\$500.00) per academic year (to be divided equally between each semester/trimester). Awards are dependent on the availability of funds and are subject to proration.
 2. For junior and senior students attending four-year, public and nonprofit, colleges and universities in Mississippi, the award shall not exceed One Thousand Dollars (1,000.00) per academic year (to be

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
BUDGET, FINANCE & AUDIT
November 18, 2010
Page 23 of 33

divided equally between each semester/trimester). Awards are dependent on the availability of funds and are subject to proration.

SECTION III. INSTUTIONAL REQUIREMENTS:

A. General Requirements:

1. For all returning students, a complete and accurate report of the student's cumulative grade point average on all college course work attempted as of the end of the previous semester or trimester should be submitted to the Board within 5 days of beginning of any given semester or trimester.
2. For all students, a complete and accurate roster, by disk or tape, along with a certification statement, of the eligibility status of each recipient shall be submitted to the Board by the final add/drop date of each semester or trimester of the academic year the student receives a grant.
3. ~~Each eligible institution must submit a request, if needed, for the tentative funding level no later than the date set by the Board. This request must include, the estimated number of eligible students, by grade level, and estimated amount needed to fund those students for the full award year.~~
4. ~~In order for the institutions to receive funds prior to Fall 1999 registration, a disk or tape roster, along with a certification statement for the eligible students, must be received by the Board no later than August 1, 1999.~~
5. ~~In order for the institutions to receive funds prior to Spring 2000 registration, a disk or tape roster, along with a certification statement for the eligible students, must be received by the Board no later than January 5, 2000.~~
6. ~~Institutions shall certify to the Board, utilizing the designated transmittal form for MTAG, the amount of funds disbursed to each student and shall remit to the Board any undelivered funds within sixty (60) days of the end of regular registration period.~~
7. ~~In case of students who received ad MTAG but who terminate enrollment during any semester or trimester of the academic year, the institution is required to refund to the MTAG or MESH Programs any funds designated by an institution's refund policies. This refund must~~

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
BUDGET, FINANCE & AUDIT
November 18, 2010
Page 24 of 33

~~be made within thirty (30) days of the termination, using the transmittal form as designated by the Board.~~

8. A balancing statement and certification statement, verifying monies disbursed to all students, must be submitted before the end of the semester or trimester to the Board.
9. If a student drops below full-time status ~~but does not terminate enrollment~~ during the semester or trimester of the academic year, no refund will be required for that term. However, that student is ineligible to receive MESH during the following semester or trimester of full-time enrollment in a regular academic year.

B. Record Maintenance Requirements:

Institutions are required to maintain, at a minimum, the following MTAG records for each recipient at least five (5) years, after the last date of attendance:

1. ~~Original MTAG Application;~~
2. ~~Federal Pell Grant output document or Statement of Certification for MTAG;~~
3. ~~High school transcript or proof of receipt of a GED, college records reflecting qualifying college GPA.~~
4. ~~The following documents are examples which may be maintained when resolving conflicting information submitted by the application:~~
 - ~~a. Property tax bills for 1 year.~~
 - ~~b. Motor vehicle registration.~~
 - ~~c. MS tax returns for 1 year.~~
 - ~~d. Voter Registration.~~
 - ~~e. Driver's license.~~
5. ~~Documents supporting continuing eligibility of recipients (including proof of GPA, full-time status, ect.):~~
6. ~~Documentation of a student's denial of an MTAG;~~
7. Refund calculation documents;

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
BUDGET, FINANCE & AUDIT
November 18, 2010
Page 25 of 33

8. Copies of refund transmittal forms;
9. Copies of balance reports
- ~~10. Records of terminations and withdrawals of MTAG recipients;~~
- ~~11. Copies of rosters used to request MTAG/MESG Balance Report;~~
- ~~12. A copy of the Fall 1999 MTAG/MESG Balance Report;~~
- ~~13. A copy of the Spring 2000 MTAG/MESG Balance Report.~~

SECTION IV. OTHER MANDATORY REQUIREMENTS:

- A. No student receiving a Mississippi Eminent Scholars Grant shall be eligible to receive the Mississippi Resident Tuition Assistance Grant, unless determined eligible for such award after the Mississippi Eminent Scholars Grant has been considered by the institution when conducting an assessment of the financial resources available to the student.
- B. The number of prior full-time semesters or trimesters that a student has attended college will not be a factor in determining s recipient's initial eligibility, if he/she is otherwise eligible.
- C. In no case shall any student receive and combination of student financial aid and MTAG that would exceed the cost of attendance as defined by the Federal Pell Grant Budget.
- D. If a recipient transfers from one eligible Mississippi institution to another, the award will be transferable, provided the student applies for the Grant and is otherwise eligible.
- E. Payment of the Mississippi Resident Tuition Assistance Grant shall be disbursed directly to the educational institutions and applied first to tuition.
- F. ~~Institutions may initially accept the GPA as calculated on the high school transcripts based on the first 7 semesters' work with the assumption that the final GPA will be certified by the institution during the student's first semester/trimester of collegiate attendance. For the purposes of receiving the MTAG, the student's GPA shall be calculated on all courses leading to the high school diploma, based on that school's grading system.~~

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
BUDGET, FINANCE & AUDIT
November 18, 2010
Page 26 of 33

SECTION V. COMPLIANCE:

The Board may conduct its own annual compliance audits of any institution participating in the Mississippi Resident Tuition Assistance Grant and the Mississippi Eminent Scholars Grant Programs. The Board may suspend or revoke an institutions eligibility to receive future monies under these Programs if it finds that the institution has not complied with the provisions of all applicable laws and these Rules and Regulations.

Staff Recommendation: The agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.

3. SYSTEM – MISSISSIPPI OFFICE OF STUDENT FINANCIAL AID – APPROVAL OF REVISIONS TO THE RULES AND REGULATIONS OF THE MISSISSIPPI EMINENT SCHOLARS GRANT (MESG)

The Office of Student Financial Aid requests approval of revisions to the Rules and Regulations for the Mississippi Eminent Scholars Grant (MESG).

The MESG Rules and Regulations have not been updated since February 1999, at which time the program was administered at the institutional level. The proposed revisions to the Rules and Regulations will align the program Rules and Regulations with practice.

Exhibit follows:

- Exhibit 4 – revisions to the Mississippi Eminent Scholars Grant Rules and Regulations

EXHIBIT 4

**Mississippi Eminent Scholars Grant
Rules and Regulations**

Last revised February 1999

These Rules and Regulations are subject to change by the Mississippi Post-Secondary Education Financial Assistance Board (Board). The number of MESG awards and the MESG amount depend upon the availability of funds. If the recipient fails to maintain continuous enrollment and is not granted an exception for cause by the administering agency, the student is ineligible to receive the

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
BUDGET, FINANCE & AUDIT
November 18, 2010
Page 27 of 33

Mississippi Eminent Scholars Grant during the following semester, trimester, or term of the regular academic year.

SECTION I. ELIGIBILITY REQUIREMENTS

A. Requirements for all applicants:

1. Must be able to document current legal residency in the State of Mississippi. Resident status for purposes of receiving MESHG shall be determined in the same manner as resident status for tuition purposes as set forth in Sections 37-103-1 through 37-103-29 of Ms. Code Ann., with the exception of Section 37-103-17.
2. Must attend, on a full-time basis, one of the following institutions of higher education: Alcorn State University, Delta State University, Jackson State University, Mississippi State University, Mississippi University for Women, Mississippi Valley State University, University of Mississippi, University of Southern Mississippi, Coahoma Community College, Copiah-Lincoln Community College, East Central Community College, East Mississippi Community College, Hinds Community College, Holmes Community College, Itawamba Community College, Jones Community Junior College, Meridian Community College, Mississippi Delta Community College, Mississippi Gulf Coast Community College, Northeast Mississippi Community College, Northwest Mississippi Community College, Pearl River Community College, Southwest Mississippi Community College, Belhaven College, Blue Mountain College, Millsaps College, Mississippi College, Rust College, Tougaloo College, William Carey College, Mary Holmes College, Magnolia Bible College and Wood College.
3. ~~Must file an MESHG Application and Contract with the eligible institution the student will attend, no later than the close of business on the date set by the Board.~~ Must complete an application for state financial aid on or before September 15 during the fall of the aid year for which the student is seeking assistance.
4. Must not currently be in default on a federal or state educational loan or owe a repayment on a federal or state grant.
5. Must meet any other general requirements for admission and student financial aid at the student's eligible institution of choice.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
BUDGET, FINANCE & AUDIT
November 18, 2010
Page 28 of 33

B. Specific Requirements for Initial Student Eligibility:

A student is eligible for MESG if he/she:

1. Is recognized as a semifinalist or finalist by the National Merit Scholarship Corporation of the National Achievement Scholarship Program, and has obtained a minimum GPA of 3.5 on a 4.0 scale, based on that school's grading system, in all high school subjects acceptable for credit toward a diploma after seven (7) semesters certified by the high school counselor or other authorized school official on the application and graduation from high school verified by the institution before disbursement of award;

OR

Has scored a minimum of 29 on the ACT, or ~~1280~~ 1290 on the SAT I or 1940 on the New SAT, and has obtained a minimum GPA of 3.5 on a 4.0 scale after seven (7) semesters as certified by the high school counselor or other authorized school official on the application and graduation from high school verified by the institution before disbursement of award, or the equivalent in high school subjects acceptable for credit toward a diploma;

OR

Has attended a home education program during grade levels 9 through 12 and scored a minimum of 29 on the ACT, or ~~1280~~ 1290 on the SAT I or 1940 on the New SAT;

2. Enrolls as a ~~“first time in college”~~ student for the first time as a college student in Mississippi. Any student who earns postsecondary academic credit prior to or during the summer immediately subsequent to receiving a high school diploma, who is dually enrolled in secondary and postsecondary educational institutions, or who is enrolled in the early admission program of a postsecondary institution shall be exempt from the requirement.
3. Files, on or before the deadline, an application for an award during his or her last year in high school, or before the expiration of the third school year succeeding the year of his or her high school graduation.

C. General Renewal Requirements:

1. Student must be attending an eligible institution on a full-time basis.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
BUDGET, FINANCE & AUDIT
November 18, 2010
Page 29 of 33

2. Student must have maintained continuous enrollment of not less than two semesters or three trimesters in each successive academic year, while a recipient of MESH, unless granted an exception for cause.
3. While a recipient of MESH, if a student drops below full-time status during a semester or trimester of the academic year, that student is ineligible to receive funds during the following semester or trimester of full-time enrollment of the regular academic year.
4. Student must maintain a minimum cumulative GPA of 3.5 on a 4.0 scale, as certified by the registrar, based on that institution's calculation, at the end of each academic year.
5. Student must complete a renewal application on or before the deadline established by the Board each year the student wishes to receive assistance.
6. Student must be recertified eligible by the institution that the recipient meets the general eligibility requirements for each new academic year.

D. Specific Renewal Requirements:

1. Students who apply for awards ~~no later than the date set by the Board during their last year in high school,~~ but do not accept their initial awards, may later reapply to receive the awards during subsequent application periods occurring before the expiration of the third school year succeeding the year of their high school graduation.
2. Students who receive initial awards, but who later do not accept renewal awards, may reapply to receive awards during subsequent application periods, occurring before the expiration of the third school year succeeding the year of their high school graduation. ~~within three (3) years of filing their initial applications. The institution of choice shall accept renewal application received no later than the close of business on the date set by the Board each year and shall determine the~~
3. Eligibility of such applicants as described in the above two paragraphs will be determined in the same manner as first-time applicants, except that students who reapply shall be required to have maintained a minimum GPA of 3.5 on a 4.0 scale for all college work attempted.
4. No awards shall be made on renewal applications that are received ~~by the institution of choice~~ after the date set by the Board.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
BUDGET, FINANCE & AUDIT
November 18, 2010
Page 30 of 33

SECTION II. LENGTH AND AMOUNT OF MESG:

- A. No student may receive MESG for longer than the equivalent semesters or trimesters required to complete one (1) certificate, and/or one (1) associate and/or one (1) bachelor's degree per institution, not to exceed eight (8) semesters or twelve (12) trimesters.

- B. Amount of Mississippi Eminent Scholars Grant: The maximum amount of Mississippi Eminent Scholars Grant to an eligible student is the amount of tuition and mandatory fees not to exceed \$2,500.00 per academic year (to be divided equally between each semester/trimester). Awards are dependent on the availability of funds.

SECTION III. INSTITUTIONAL REQUIREMENTS:

B. General Requirements:

- 1. For all returning students, a complete and accurate report of the student's cumulative grade point average on all college course work attempted as of the end of the previous semester or trimester should be submitted to the Board within 5 days of beginning of any given semester or trimester.

- 2. For all students, a complete and accurate roster, by disk or tape, along with a certification statement, of the eligibility status of each recipient shall be submitted to the Board by the final add/drop date of each semester or trimester of the academic year the student receives a grant.

- ~~3. Each eligible institution must submit a request, if needed, for a tentative funding level no later than date set by the Board. This request must include the estimated number of eligible students, by grade level, and estimated amount needed to fund those students for the full award year.~~

- ~~4. In order for institutions to receive funds in time for Fall registration, a disk or tape roster, along with a certification statement of their eligible students, must be received by the Board no later than August 1, 1999.~~

- ~~5. In order for institutions to receive funds in time for Spring registration, a disk or tape roster, along with a certification statement of their eligible students, must be received by the Board no later than January 5, 2000.~~

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
BUDGET, FINANCE & AUDIT
November 18, 2010
Page 31 of 33

- ~~6. Institutions shall certify to the Board, utilizing the designated transmittal form for MTAG, the amount of funds disbursed to each student and shall remit to the Board any undelivered funds within sixty (60) days of the end of regular registration period.~~
- ~~7. In the case of students who received an MESH award but who terminate enrollment during any semester or trimester of the academic year, the institution is required to refund to the MTAG or MESH Programs any funds designated by an institution's refund policies. This refund must be made within thirty (30) days of the termination, using the transmittal form as designated by the Board.~~
8. A balancing statement and certification statement, verifying monies disbursed to all students, must be submitted before the end of the semester or trimester to the Board.
9. If a student drops below full-time status ~~but does not terminate enrollment~~ during the semester or trimester of the academic year, no refund will be required for that term. However, that student is ineligible to receive MESH during the following semester or trimester of full-time enrollment in a regular academic year.

C. Record Maintenance Requirements:

Institutions are required to maintain, at a minimum, the following MTAG and MESH records for each recipient at least five (5) years, after the last date of attendance:

- ~~1. Original MTAG/MESH Application and Contract;~~
- ~~2. Federal Pell Grant output document or Statement of Certification for MTAG;~~
- ~~3. High school transcript or proof of receipt of a GED, college records reflecting qualifying college GPA.~~
- ~~4. The following documents are examples which may be maintained when resolving conflicting information submitted by the applicant:
 - ~~a. Property tax bills for 1 year.~~
 - ~~b. Motor vehicle registration.~~
 - ~~c. MS tax returns for 1 year.~~
 - ~~d. Voter Registration.~~~~

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
BUDGET, FINANCE & AUDIT
November 18, 2010
Page 32 of 33

- e. ~~Driver's license.~~
- 5. ~~Documents supporting continuing eligibility of recipients (including proof of GPA, full-time status, etc.);~~
- 6. ~~Documentation of a student's denial of an MTAG/MESG;~~
- 7. Refund calculation documents;
- 8. Copies of refund transmittal forms;
- 9. Copies of balance reports
- 10. ~~Records of terminations and withdrawals of MTAG/MESG recipients;~~
- 11. ~~A copy of the Fall 1999 MTAG/MESG Balance Report;~~
- 12. ~~A copy of the Spring 2000 MTAG/MESG Balancing Report.~~

SECTION IV: OTHER MANDATORY REQUIREMENTS:

- A. No student receiving a Mississippi Eminent Scholars Grant shall be eligible to receive the Mississippi Resident Tuition Assistance Grant, unless determined eligible for such award after the Mississippi Eminent Scholars Grant has been considered by the institution when conducting an assessment of the financial resources available to the student.
- B. If a recipient transfers from one eligible Mississippi institution to another, the award will be transferable, provided the student applies for the grant and is otherwise eligible.
- C. Payment of the Mississippi Eminent Scholars Grant shall be disbursed directly to the educational institutions and applied first to tuition.
- D. ~~Institutions may initially accept the GPA as calculated on the high school transcript based on the first 7 semesters' work with the assumption that the final GPA will be certified institution during the student's first semester/trimester of collegiate attendance. For the purposes of receiving the MESG, the student's GPA shall be calculated on all courses leading to the high school diploma, based on that school's grading system.~~

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
BUDGET, FINANCE & AUDIT
November 18, 2010
Page 33 of 33**

SECTION VII: COMPLIANCE

The Board may conduct its own annual compliance audits of any institution participating in the Mississippi Eminent Scholars Grant Program. The Board may suspend or revoke an institution's eligibility to receive future monies under this Program if it finds that the institution has not complied with the provisions of all applicable laws and these Rules and Regulations.

Staff Recommendation: The Mississippi Post-Secondary Education Financial Assistance Board approved these revisions and supports this request. The agreement has been reviewed and approved by the Attorney General's Office. Board staff recommends approval of this item.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
REAL ESTATE
NOVEMBER 18, 2010
Page 1 of 4**

Board Policy §903(B), Legislative Funding Requests

The Commissioner, after consultation with the Institutional Executive Officers, shall prepare and submit an annual request for capital improvements and repair and renovation for approval by the Board prior to its submission to the Legislature. These requests shall be submitted for Board approval in May of each year. In developing the list of requests, the Commissioner shall consider institutional priorities, missions, enrollment, campus square footage, building conditions, comparative funding and other appropriate criteria. The Board shall then approve and furnish to the Legislature each year a priority list of the capital improvements and repair and renovation projects for all institutions under its control. Projects which are not approved by the Board shall not be submitted to the Legislature by any institution. In addition, priorities and requests of the individual institutions may not be presented or communicated to any individual legislators without the prior approval of the Board.

The Board approved priority lists of capital improvement and repair and renovation projects will be submitted to the Governor's Office of General Services and the Bureau of Building, Grounds and Real Property Management through the Board's Real Estate and Facilities Office.

1. SYSTEM – APPROVAL FOR FIRST READING OF PROPOSED NEW BOARD POLICY 920 SUSTAINABILITY POLICY

Request: The Energy Management Efficiency Task Force requests approval of the first reading of proposed new Board Policy 920 Sustainability Policy.

Purpose: The Energy Management Efficiency Task Force submitted its report to the Board of Trustees during the August, 19, 2010 meeting and the Board voted to approve the three recommendations. One of the three recommendations was to adopt a System-wide Sustainability Policy.

The proposed policy requires each institution to develop a campus sustainability policy to include operations, grounds, materials, and transportation. All new construction and/or major repair and renovation will be required to exceed ASHRAE 90.1 by 30%, when cost effective; and the design professional for these projects must develop an energy model during the design phase and certify the completed construction or renovation performs as designed and modeled. No less than 25% of expected annual recurring savings from completed energy projects must be set-aside to finance future energy efficiency projects. A System Energy Management Council is established to guide the implementation of energy management and conservation efforts to include representatives of students, faculty, staff, administration, and energy management professional and technical staff. Each institution is required to create an Energy Management Committee.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
REAL ESTATE
NOVEMBER 18, 2010
Page 2 of 4

PROPOSED BOARD POLICY 920 SUSTAINABILITY POLICY

Mississippi Institutions of Higher Learning (IHL) understand the impact of our collective landholdings and campus activities to the natural environment, thus we seek to develop a sustainability foundation that sets the framework for our Institutions of Higher Learning to utilize in the development of their individual policies.

Each institution shall develop a campus sustainability policy and implementation procedures. The sustainability policy and procedures should address and encourage sustainability in operations, grounds, materials, and transportation.

- A. The System Energy Management Council is created and shall include representatives from each institution and be representative of students, faculty, staff, administration, and energy management professional and technical staff. The purpose of the council shall be to guide the implementation of energy management and conservation efforts for the IHL System.
- B. Each institution shall create an Energy Management Committee to guide the implementation of energy management and conservation efforts for the institution.
- C. A procurement program that considers the effect of the product on the environment must be developed. Sustainable purchases must consider *Energy Star*® appliances, green seal chemicals, and other environmentally-sound items found on state contract, as well as other sources. Contracts for new construction and/or major repair and renovations must include a sustainable purchase requirement for those items included in the contract for purchase and installation.
- D. All new construction and/or major repair and renovation of existing facilities must be designed to meet energy-efficient goals which exceed ASHRAE 90.1 by 30%, when determined cost effective.
- E. All new construction and/or major repair and renovations of existing facilities must include the requirement for the development and approval of an energy model during the early design stages. The design professional must certify that the model meets the Institutions of Higher Learning's energy program and at the conclusion of the construction and/or renovation (prior to final acceptance) the design professional must certify that the facility has been constructed as designed and modeled.
- F. Renovation of historically significant buildings should meet or exceed ASHRAE 90.1 standards where appropriate for the scope of work and determined cost effective.
- G. No less than 25% of the expected annual recurring savings from completed energy efficiency projects shall be set aside each year in the appropriate fund and used to

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
REAL ESTATE
NOVEMBER 18, 2010
Page 3 of 4

finance future energy efficiency projects. If the annual recurring savings are dedicated to the repayment of debt, then these funds shall be set aside in the first year after such debt is retired.

- H. Water efficiency measures, with the goal of reduction of water use on campus and within all facilities, must be a prime goal.
- I. All new construction and/or major repair and renovations of existing facilities must address and consider sound design techniques that maximize wind, solar, aspect, shading and other design expressions embracing our climatic realities. The design criteria must encourage overhangs, natural day lighting, and other passive design techniques and should not be confused with renewable energy.
- J. All new landscape construction, major repair and renovations of landscapes, and any site work in general must consider and encourage the use of resource-efficient plants including native plant palettes, decreasing the use of herbicides and pesticides when possible, while increasing tree canopy through reforestation and by potable water irrigation reductions.
- K. All new landscape construction, major repair and renovations of landscapes, and any site work in general must include the requirement that protects and enhances water quality through innovative storm water best management practices.
- L. A comprehensive waste-minimization program must be developed. The program should address a comprehensive campus wide recycling program that considers such things as the recycling construction spoils/wastes from demolition and construction projects, garbage collection and disposal contracts, disposals of used equipment, furniture disposal, chemical waste, electronic waste, composting, trash, etc.
- M. Where feasible a campus public transit program serving faculty, staff and students should be developed. The program should consider and encourage transit options into off-campus areas where required.
- N. All new streets or campus street renovations should be developed to encourage walking, bikes, and other non carbon producing emission transportation options.
- O. A car share program should be developed where feasible to encourage car-pooling activities. This program should be developed in partnership with adjacent municipalities, community colleges, and high schools, etc., where appropriate and feasible.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
REAL ESTATE
NOVEMBER 18, 2010
Page 4 of 4**

Staff Recommendation: Board staff recommends approval of this item.

2. SYSTEM – APPROVAL OF FACILITY NEEDS FOR THE 2011 LEGISLATIVE SESSION

Request: The Real Estate Committee requests Board approval for the attached list of proposed funding needs for the 2011 Legislative Session as presented by each institution. IHL is seeking approval in accordance with Board Policy §903(B), Legislative Funding Requests, which requires the preparation and submittal of an annual request for capital improvements and repair and renovation for approval by the Board prior to its submission to the Legislature.

STAFF RECOMMENDATION: Board staff recommends approval of this item.



Facilities Needs Requests for FY 2012 2011 Legislative Session

University	University Priority	Project Description	Request Per Project	Total By University
ASU	1	Infrastructure Upgrades Phase I (Electric, Sewer, and Water)	\$6,000,000	
	2	General R&R Phase I	\$6,000,000	
	3	Waste Water Treatment Plant Repairs Phase I	\$1,500,000	
	4	Campus Security Project	\$7,500,000	
	5	Whitney Renovations Phase I	\$12,000,000	
				\$33,000,000
DSU	1	Renovation of Caylor-White/Walters Phase IV	\$10,034,170	
	2	Campus Roof Repairs Projects	\$2,567,800	
	3	Campus Compliance Phase I (ADA/Life Safety/Fire Safety)	\$3,000,000	
	4	Campus Infrastructure Improvements	\$5,000,000	
	5	Central Mechanical Plant Phase II	\$1,200,000	
				\$21,801,970
JSU	1	Johnson/Dansby Replacement Phase II (Dansby Replacement) Phase II	\$9,000,000	
	2	College of Education and Human Development (Pre-Planning)	\$350,000	
	3	Alexander Center Renovation (Pre-Planning)	\$350,000	
	4	General Repair & Renovation Phase II	\$10,000,000	
	5	Land Acquisition Phase V	\$3,000,000	
				\$22,700,000
MSU	1	Renovation of Lee Hall	\$8,700,000	
	2	New Classroom Building	\$15,000,000	
	3	Civil and Environmental Engineering Complex	\$14,000,000	
	4	Addition to Mitchell Memorial Library	\$6,741,718	
	5	Fire Suppression, ADA Compliance, Fire Alarm Upgrades	\$6,900,000	
				\$51,341,718
MSU/DAFVM	1	Wise Center Classroom Addition	\$2,700,000	
	2	Forest Genetics Greenhouse	\$2,000,000	
	3	Animal Life Science Initiative Phase I	\$6,000,000	
	4	Wildlife & Fisheries Research & Ed. Support Facility	\$990,000	
	5	Leveck Animal Research Center Building Program	\$970,000	
				\$12,660,000
MUW	1	ADA Code Compliance and Campus Safety Phase II	\$4,000,000	
	2	Fant Memorial Library & Expansion Phase I	\$6,100,000	
	3	Storm Drainage and Street Repair	\$2,000,000	
	4	Keirn & Taylor Halls Demolition	\$1,300,000	
	5	Shattuck Hall Renovation	\$4,709,000	
				\$18,109,000
MVSU	1	W.H. White Library Renovation	\$4,500,000	
	2	MVSU Academic and Wellness Multiplex	\$10,000,000	
	3	Waste Water Treatment Plant and Repairs	\$7,500,000	
	4	Student Union Renovation and Expansion	\$6,300,000	
	5	Fine Arts Center Renovation and Expansion	\$7,700,000	
				\$36,000,000

University Priority	University	Project Description	Request Per Project	Total By University
UM	1	Student Union Renovation	\$10,000,000	
	2	New Science Building	\$10,000,000	
	3	Turner Center Renovation	\$10,000,000	
	4	Music Hall Mechanical Upgrade	\$4,000,000	
	5	Garland Hedleston Mayes (GHM)	\$10,000,000	
				\$44,000,000
UMMC	1	Center Core Support Office	\$8,500,000	
	2	Fire Alarm System Upgrade	\$1,202,000	
	3	Campus Mechanical Upgrade Phase I	\$1,645,000	
	4	East Central Mechanical Plant	\$8,000,000	
	5	Pedestrian Bridge & Utility Loop Expansion	\$6,125,000	
				\$25,472,000
USM	1	College of Business Phase II	\$15,000,000	
	2	School of Nursing Phase I	\$15,000,000	
	3	General Repair and Renovation	\$6,000,000	
	4	College Hall Renovation	\$7,000,000	
	5	Southern Hall Renovation	\$7,000,000	
				\$50,000,000
ERC	1	General Repair and Renovation	\$1,500,000	
	2	Renovation of Paul B. Johnson Building (Pre-Plan)	\$350,000	
				\$1,850,000
IHL/University System	1	System-wide Centralized Technology Program	\$20,000,000	
				\$20,000,000
				\$336,934,688

NOTE:

*Projects above highlighted in yellow represent **HIGH** IHL System Priority



**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 1 OF 319**

1. UMMC - APPROVAL TO SETTLE TORT CLAIM

The University of Mississippi Medical Center is seeking Board approval for the settlement of Tort Claim No. 1487.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

2. UMMC - APPROVAL TO SETTLE TORT CLAIM

The University of Mississippi Medical Center is seeking Board approval for the settlement of Tort Claim No. 1601.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

3. UMMC - APPROVAL TO SETTLE TORT CLAIM

The University of Mississippi Medical Center is seeking Board approval for the settlement of Tort Claim No. 1660.

STAFF RECOMMENDATION: Board staff recommends approval of this item.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 2 OF 319**

**4. ASU - APPROVAL OF PROPOSED AFFILIATION AGREEMENT BETWEEN
ALCORN STATE UNIVERSITY AND THE ALCORN STATE UNIVERSITY A-
CLUB ALUMNI ASSOCIATION**

Alcorn State University (ASU) requests Board approval of the below proposed affiliation agreement between ASU and the ASU A-Club Alumni Association. The proposed agreement meets the requirements of Board Policy 301.0806 Foundation/Affiliated Entity Activities.

This Affiliation Agreement (Agreement), dated November ____, 2010, is between Alcorn State University (the University), and the Alcorn State University A-Club Alumni Association (the Association).

RECITAL

1. This Agreement is mandated by the Board of Trustees of the State Institutions of Higher Learning (IHL), as set forth in IHL Policy 301.0806.
2. The University is a state institution of higher learning established pursuant to the laws of the State of Mississippi. The Association is incorporated under the laws of the State of Mississippi.
3. The University has a strong interest in maintaining a favorable relationship with its graduates, former students, and friends of the University.
4. The Association exists to promote the mission of the University by (i) establishing and maintaining a quality relationship between the University and its alumni, former students, and friends; (ii) service to the University through awards and other appropriate recognition to students, alumni, and faculty for their contributions to the University and community, and (iii) promoting the general welfare and interests of the University by alumni service to the University.
5. The Association serves the University by attracting, organizing, and encouraging graduates, former students, and friends throughout Mississippi and the world to advance the University's mission.
6. The University and the Association desire to interact and cooperate to serve the interests of the University.
7. The Association requires services from the University. The University is willing and able to provide those services to the Association. This relationship benefits not only

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 3 OF 319**

the Association, but the University by facilitating the Association's achievement of the Association's mission to benefit the University.

8. The University and the Association, by this Agreement, recognize the relationship between the University and the Association, clarify the respective rights and responsibilities of the University and the Association, and identify emerging areas of collaboration.

9. The University and the Association desire to define the arrangements concerning services, use of facilities, and activities as set forth in this Agreement.

In consideration of these recitals and the mutual covenants contained in this Agreement, the University and the Association agree, as follows:

ARTICLE 1. RELATIONSHIP, PERSONNEL AND SERVICES

The Association may use, with the approval of the University President, such administrative, professional, and other University employees from time to time as are needed to carry out the purposes of the Association as agreed by the University.

ARTICLE 2. THE ASSOCIATION'S OBLIGATIONS

2.1 The Association agrees to provide an organizational framework for volunteer service to the University through geographic area alumni groups and special interest alumni groups. The Association will serve as the most widely accessible medium for graduates, former students, and friends of the University to maintain relationships with the University. Nothing in this Agreement shall be construed to give the Association control of or authority over other affiliates supporting the University and its constituent units. The Association will work cooperatively and in good faith with these organizations to promote the interests of the University and its relationship with its alumni.

2.2 The Association agrees that it will use its resources for the sole and express purpose of advancing the University's mission. The Association further agrees that it may not amend its Articles of Incorporation or By-Laws during the life of this Agreement unless the University consents to the proposed amendment.

2.3 The Association agrees to assist the University in developing and supporting programs and services, including, but not limited to, administration, maintenance, and enhancement of the alumni database; operation of homecoming and

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 4 OF 319

reunion programs; maintenance of membership database and programs; participation in advocacy and other advancement endeavors; maintenance of a career services program; maintenance of programs serving the University's student population; and participation in scholarship programs, award recognition programs, student recruitment programs, maintenance of member discount programs; and special events.

2.4 At least thirty days before the end of each Fiscal Year (June 30) during this Agreement, the Association shall submit an annual budget for the forthcoming Fiscal Year to the University President (or the President's designee).

2.5 The Association agrees to provide volunteers to serve the University.

2.6 The Association must cause to be prepared annual financial statements of the condition of the Association, which shall include such detail as the IHL Board may from time to time require. The Association must also engage a Certified Public Accounting (CPA) firm to perform annual audits of the Association's annual financial statements. The Association shall submit the audited financial statements, along with a list of Association officers, directors or trustees, not later than five months following the completion of the Association's fiscal year, to the University President and to IHL. However, the annual audited financial statement of the Association may be required for inclusion in the State of Mississippi's Comprehensive Annual Financial Report (CAFR). If the Association will be required to submit annual audited financial statements for inclusion in the CAFR, as determined by the IHL Board's Deputy Commissioner of Finance and Administration and the external auditing firm hired to perform the annual IHL system audit, the Association must submit annual audited financial statements to the University President and to the IHL, along with a list of Association officers, directors or trustees, by October 15 of each year. The IHL Board's Deputy Commissioner of Finance and Administration shall notify the Association of the applicability of the October 15 deadline as far in advance of the deadline as possible each year. The CPA firm to be utilized by the Association must be approved by the IHL Board and all requests for approval of the CPA firm must be submitted to the IHL Board for approval not later than three months prior to the end of the Association's fiscal year for which the audit will be conducted. Unless approval is specifically granted for multiple years, approval of a firm by the IHL Board for one year does not constitute approval for other years, and requests for approval of the CPA firm must be submitted on an annual basis. However, at the request of the Association, the University President, with the approval of the IHL Board, may grant a request of the Association to waive the requirement of an annual audit by a CPA firm on a showing of adequate grounds, such as a showing that the assets of the Association are so limited as to make the expense of engaging a CPA firm to perform an audit financially burdensome to the Association and unnecessary. Such a waiver may be

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 5 OF 319

conditioned upon such other review of the financial records of the Association in lieu of an audit as the University and the IHL may deem feasible. Such a request for a waiver must be accompanied by (a) the most recent annual audited financial statements of the Association (if any such statements exist), (b) the financial statements of the most recently completed fiscal year, (c) a written description of how the Association anticipates that the year-end financial statements for the current year will differ from the financial statements as of the end of the most recently completed fiscal year, and (d) a good faith estimate of the cost of engaging an auditor with respect to the statements. The granting of any request to waive the requirement of an annual audit by a CPA firm approved by the IHL is within the sole discretion of the University and the IHL Board. Any waiver of the audit requirement will apply only for one year, and any request to waive the requirement for the next year should be submitted as outlined above. The Association shall contemporaneously submit an annual report to the University and to the IHL providing a detailed list of supplemental compensation which was submitted to the University for the purpose of providing additional compensation to University employees or paid directly to University employees. This reporting requirement does not apply to transfers to the University by the Association that are paid directly to the University for use by the University to compensate University employees if that compensation is included in the University's annual budget.

2.7 The Association must submit to the IHL an annual report providing a detailed list of supplemental compensation provided to administrators, faculty, athletic staff, and other employees; provided however that the Affiliation Agreement may provide for appropriate exceptions for such compensation made by the institution out of funds routinely provided to the institution to be included in its budget; and the Association may not underwrite, pay, or provide additional compensation to the University President or any IHL system office employee without the prior approval of the IHL. Any such request for approval shall be made through the IHL Commissioner to the IHL. Additionally, the Association may not provide or pay compensation to any other University employee without prior approval of the University President, and any such approval shall be reported to the IHL by the Association at the IHL's next meeting. This provision does not apply to transfers to the University by the Association that are paid directly to the University for use by the University to compensate University employees if that compensation is included in the University's annual budget.

2.8 The Association acknowledges and agrees that the University owns all copyright, interest in, and right to all trademarks, trade names, logos, and service marks developed by the University, including any trademarks, trade names, logos, and service marks historically associated with or used by the Association. The Association may only use the University's name, symbols, trademarks, trade names, logos, and service marks

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 6 OF 319

consistent with the University policy, including but not limited to any symbols, trademarks, trade names, logos, and service marks developed by the University for use by the Association. Upon termination of this Agreement the Association shall be prohibited from using the name, symbols, trademarks, trade names, logos, and service marks of the University.

2.9 The Association shall enter into an agreement with the Alcorn State University Foundation, Inc. (the Foundation), to provide for the Foundation's receipting and accounting for gifts, membership dues and miscellaneous income designated for the Association, any current chapters and any chapters formed by the Association after the date of this Agreement. This agreement between the Foundation and the Association is necessary to assure that any funds are received and accounted for consistent with the policies and practices adopted by the Foundation and consistent with the Affiliation Agreement between the University and the Foundation and to provide for the Foundation's management on behalf of the Association of all Association assets.

2.10 The Association shall provide the University President reasonable notice of any regular, annual, or special meetings of the Association (including, but not limited to, meetings of the governing board, any committee and the membership), and the University President (or the President's designee) shall have the right to attend any such meetings.

2.11 The University may from time to time make requests of the Association or seek assistance from the Association in accomplishing the University's mission, and the Association agrees that it will use its best efforts to provide such assistance.

2.12 The Association has the responsibility as an affiliated entity to use its resources in a responsible and effective manner to further the mission of the University and to support the University.

2.13 To assure that the resources and services provided by the University are expended for the ultimate benefit of the University, as long as this Agreement is in effect, the Association, working with the University Associate Vice President for Development and Alumni Affairs, shall provide to the University, not less often than annually, the following information:

- (i) A report specifying how the University resources and services were used, and the benefits (both financial and intangible) to the University arising from that use.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 7 OF 319

(ii) A description of proposed activities for the coming year. The description shall be developed with input from and the approval of the University's Director of Alumni Relations.

(iii) The Association's current financial policies, procedures and controls, if any, as set forth in its Articles of Incorporation or By-Laws.

2.14 The Association agrees to maintain its financial and accounting records, if any, in accordance with generally accepted accounting principles. The records shall be maintained separately from those of the University. The University President shall have the right upon two days' notice to inspect the books and records of the Association during normal office hours.

The Association agrees to retain all books, accounts, reports, files and other records of the Association relating to this Agreement, if any, and make such records available at all reasonable times for inspection and audit by the University, or their agents, during the term of and for a period of five years after the completion of this Agreement. Such records shall be provided at the University's Office of Alumni Affairs in Lorman, Mississippi, or such other location as designated by the University upon reasonable notice to the Association. To the extent that information is inspected, reviewed or received by the University President or his/her designees, with respect to the identity of donors, sponsors, or members who have expressly stated they wish to remain anonymous, with respect to any information relating to the identification, cultivation and solicitation of donors, sponsors, or members, with respect to personal, commercial, or proprietary information relating to a donor or member or his/her family or business, or with respect to any personal, commercial or proprietary information provided to the Association by third parties, such information shall be treated as confidential by the University President and by any designee who may review or acquire such information. The University is expected to take appropriate safeguards to assure that such information is utilized or disseminated only in a manner that is appropriate under the circumstances. If upon such inspection or audit the University determines that University funds or resources have been expended for purposes inconsistent with this Agreement, the Association, upon demand by the University, shall reimburse the University for such misused funds, and the University shall have all rights provided by law, including the right to suspend further provision of resources under this Agreement and to terminate this Agreement. These same inspection and information rights are also extended to the IHL or its designee when authorized to exercise such rights by the IHL acting upon its minutes. However, it is understood that the appropriate extent of any disclosure or other use of any confidential, personal, commercial or proprietary information is in the discretion of the IHL, and further, any such decision to disclose or release any confidential, personal, commercial or

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 8 OF 319

proprietary information or information that would identify any particular donor or members shall be made by the IHL acting upon its minutes.

2.15 The University's Office of Alumni Affairs shall participate in setting goals for the Association in conjunction with the University's goals and priorities.

2.16 The Association shall adopt and maintain a conflict of interest policy that complies with the requirements of Miss. Code Ann. § 79-11-269 (1972), as amended from time to time.

2.17 The Association shall not solicit any gift, donation or grant. With the approval of the University President, the Association may establish a dues structure for its membership. The Association shall not enter into any transaction that creates any liability for the University.

2.18 No member of the Association can encumber the University's funds or otherwise bind the University in any way.

2.19 No University assets will be managed by the Association.

2.20 If the Association should cease to exist, any Association assets donated to the Association for the benefit of the University must be transferred to the University or to another non-profit entity designated by the University.

2.21 The Association will not engage in any fund-raising activities and cannot apply for Section 501(c)(3) status, or its equivalent, under IRS guidelines without the express written permission of the University President.

2.22 The Association may enter its contracts for professional, advisory or other personal services in carrying out its duties, but any such contracts entered into after the execution of this Agreement shall not exceed two years.

2.23 The Association's By-Laws shall specify, among other things, a process for selecting or electing members of the governing board that requires the Association to use best efforts to achieve racial, gender, and generational diversity in composition of the governing board.

2.24 The process for nominations for the Association Officers shall be an inclusive process designed to achieve representation that reflects the membership of the alumni.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 9 OF 319

2.25 The Association must obtain written approval from the University President and IHL for any formal merger or affiliation between the Association and any other entity.

2.26 The Association shall not accept any gift, donation or grant or enter into any transaction for the benefit of the University that is inconsistent with the university's mission, goals or objectives creates any liability for the University, without advance written approval of the University President.

2.27 The Association agrees to manage all funds in its control in a fiscally sound and prudent manner.

**ARTICLE 3. THE UNIVERSITY'S OBLIGATIONS
AND IN-KIND SUPPORT**

3.1 The University grants the Association a non-exclusive, non-transferable license to use University trademarks, trade names, service marks, and logos consistent with University policy, including but not limited to a license to use marks developed by the University for use by the Association.

3.2 The University grants the Association an exclusive, transferable license to use University trademarks, trade names, service marks, and logos historically associated with the Association or developed by the University or the Association for the Association's use.

3.3 The University agrees to designate the Association as an official affiliated entity of the University.

3.4 The University shall provide the Association such other rights, privileges or benefits as the University President, in the University President's sole discretion, may determine will assist the Association in discharging its obligations under this Agreement.

3.5 The University President shall be an ex-officio non-voting member of the Association's governing board and shall be given reasonable notice of any meeting of the governing board, as required by Section 2.10 of this Agreement.

3.6 Subject to the availability of funding and the budget process, the University agrees in good faith to provide the Association with resources suitable in the University's judgment for the accomplishment of the Association's activities for the University's benefit, and may include services and supplies, staff support, office space,

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 10 OF 319

and such financial support as agreed upon between the parties from time to time. The amount and nature of such resources shall be determined annually, on a fiscal year basis, in connection with the program planning and budget processes of the University and the Association. No provision in this Agreement shall be construed to give the Association any legal entitlement to any University funding, personnel or other resources in any particular fiscal year. All University assets, including personal property, made available to the Association under the terms of this agreement shall remain the property of the University unless sold, conveyed or transferred to the Association by way of a separate written agreement.

3.7 The University President will encourage all parts of the University to collaborate with the Association in implementing the Association's programs and services.

3.8 The University President agrees to inform the Association on a regular basis of the University's needs and priorities or, if necessary, as the need arises.

ARTICLE 4. COMPLIANCE

4.1 The Association shall comply with all federal and state laws and regulations and shall comply with any compliance, financial, accounting, audit, and regulatory guidelines as may be required by IHL.

4.2 The provisions of this Agreement shall apply to any and all entities owned or controlled by the Association, with the exception of a special purpose entity created for the sole and specific purpose of utilization as a financing vehicle for the private financing of university auxiliary facilities by a private developer using the alternate dual-phase design-build privately financed construction method, as specially authorized by Miss. Code Ann. Section 37-101-41, et seq. (1972), as amended. If the use/purpose of any such special purpose entity ever changes, the special purpose entity would then be required to comply with any and all provisions of this Agreement between the University and the Association, which owns or controls the special purpose entity.

ARTICLE 5. INDEMNIFICATION

The Association agrees to indemnify and hold harmless the University, including its agents and employees from any and all claims, demands, suits, or liabilities of any nature, or on account of any of the actions or inactions in or about the licensed premises. The Association agrees to reimburse the University and its agents and employees for any

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 11 OF 319

expenses incurred by them or as a result of legal action or inaction, including reasonable attorney fees, provided funds are available for such purpose.

ARTICLE 6. REPORTING

6.1 The Association shall, by December 1 of each year during the life of this Agreement, submit a detailed annual report of the work and financial condition of the Association to the President, and any other reports as required by this Agreement, the By-Laws of the Association, the policies of the University's governing board or by other applicable law and shall also submit by the same date any other reports as required by this Agreement, by the Bylaws of the Association, by IHL policies or by other applicable law, including but not limited to any and all reports required by Articles 2.6 and 2.7 of this Agreement.

6.2 The Association shall promptly notify the University President of the University and the IHL, in writing, if any of the following events ("Reportable Events") occur:

1. The Association has materially breached any of its contractual obligations under the Agreement;
2. The Association has materially failed to properly receive, apply, manage or disburse any funds or has materially failed to properly comply with any binding instructions from donors relating to those funds;
3. The Association has engaged in any conduct that is prohibited or subject to sanction under state or federal law, including any and all requirements applicable to tax exempt organizations;
4. There has been a failure by the Association or any of its officers and directors to comply with any conflict of interest requirements created by applicable state or federal law or by the governing documents or procedures of the Association;
5. Any state or federal regulatory body begins any investigation of any matter that may have a significant financial or regulatory effect on the Association or upon its status as a tax exempt organization; or
6. The Association has contracted with or entered into any business or pecuniary relationship with any of its board members, other than a full time employee of the Association, or any entity controlled directly or indirectly by the board member, which would reasonably be expected to provide for payment or benefits to that person exceeding the value of \$50,000 in any calendar year; The previous sentence creates a duty for the

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 12 OF 319

Association to report any such transaction but does not suggest or imply that all such transactions are either prohibited or permitted.

6.3 The Association's President shall submit to the University President and to the IHL a signed certification statement annually, before January 31 of each year, which affirmatively states that the Association has examined its donor records and business transactions occurring during its fiscal year ending within the prior calendar year, and that to the best of its knowledge, there is no evidence that any Reportable Events occurred, other than those which have been duly reported to the University President and the IHL, as required in Article 6.2 above. In this certification the Association's President shall re-affirm that, in the event he/she becomes aware of any such Reportable Events, the Association President will immediately notify, in writing, the University President.

ARTICLE 7. TERMINATION AND RENEWAL

7.1 This Agreement shall have a term of five years, if not renewed by mutual consent of the parties before that date.

7.2 The University may terminate this Agreement without cause with thirty days written notice to the Association and prior approval of IHL, acting upon its minutes.

7.3 The University may terminate this Agreement for cause without notice to the Association but with notice to the IHL and prior approval of the IHL, acting upon its minutes. The Association may not terminate the agreement without the consent of the University President and the IHL Board.

7.4 If this Agreement is terminated for any reason, including because the Agreement has expired without being renewed under Article 7.1, Articles 2.8, 2.14, 2.20, 5, 7, and 8 shall survive the termination.

7.5 Upon termination and/or non-renewal of this Agreement, (1) the Association shall cease to use and shall not assign or delegate the authority to use the University's name, symbols, trade names, registered marks or logos to any person or entity without the written approval of the University President, (2) the Association shall remit any and all unrestricted funds held for the benefit of the University to such entity as designated in writing by the University President on behalf of the University, (3) the Association shall work in concert with its members and/or donors, to the extent practicable and allowed by law, to move any restricted funds held for the benefit of the University to such entity as designated in writing by the University President on behalf of

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 13 OF 319**

the University, (4) the Association shall work in concert with persons or entities with which it had contractual relations to the extent practical and allowed by law, to assign any contracts to such entity as designated by University President; and (5) the Association shall work in concert with the University to provide the University or its designee with records and materials of the Association necessary to continue the business and/or wind up the affairs of the Association.

7.6 The Association agrees to cease using the University's name, marks, symbols and logos in the event the Association dissolves, ceases to be a non-profit corporation, ceases to be recognized as a tax exempt entity under Section 501(c)(3) of the Internal Revenue Code, or this Agreement is terminated.

7.7 The University and the Association desire to work together in an environment of mutual cooperation and support. In addition, Association Board Members shall be elected to terms not to exceed two years and no less than one-third of the Board Members shall be elected in a single year. Although a director may be elected to more than one term, the approval process and rotation required shall work to maintain alignment between the Association and the mission of the University.

7.8 If the University President determines that the cooperation between the University and the Association is not in place and is, as a result, detrimental to the best interests of the University, the President shall notify the Commissioner of Higher Education and the IHL shall attempt to reconcile the parties, including through mediation if advisable. If the IHL determines and notifies the University President that it is in the best interest of the University to substitute new members of the Board of Directors of the Alumni Association, the University President may direct that at the expiration of a ninety-day period, the terms of office of 100% of the Directors shall be deemed to have expired. Upon such event, a five-person Commission shall be selected as follows: (1) one member appointed by the University President, (2) one member appointed by the IHL, (3) one member appointed by the Board of Directors of the ASU Foundation, and (4) two members appointed from within and by the group of alumni donors to the University whose lifetime outright giving to the University, through the ASU Foundation, exceeds \$50,000; however, this donor group may not appoint as a member of the Commission anyone who at the time of the appointment is serving as (i) a University employee or (ii) an employee, officer, trustee, or director of any University affiliated support organization or foundation. The Commission shall then appoint, within the ninety day period, by majority vote, members to the Board of Directors to replace the Directors whose terms shall be deemed to have expired. The reconstituted Board of Directors shall then elect new officers of the Alumni Association.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 14 OF 319

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the State of Mississippi.

8.2 The parties agree that the Association is not the agent or employee of the University and nothing in this Agreement creates an employment or other agency relationship between the parties.

8.3 The parties agree that the Association is a private, independent entity and, as such, is not governed by the IHL. To ensure the independence of the Association, no IHL employee shall hold a voting position on the Association Board. Senior University administrators should only participate on the Association's Board, if at all, in an ex-officio, non-voting capacity. The IHL may allow, upon written request by the University, exceptions to this restriction regarding IHL/University employees.

8.4 The University and the Association agree that the Association's donor and giving records and any other financial or commercial information possessed by the Association or provided by the Association to the University concerning individuals or corporations that provide the Association financial support are confidential and proprietary. Unless required to disclose such information by applicable law and except as provided otherwise in Article 2.14 of this Agreement with respect to actions by IHL acting upon its minutes, the University and the Association agree not to disclose to third parties and to keep confidential the giving records, giving history, and financial or commercial information of individuals and corporations that provide financial support to the Association.

8.5 In the performance of this Agreement, the Association shall not deny employment opportunities to any person on the basis of race, color, religion, ethnic group identification, sexual orientation, sex, age, physical or mental disability, medical condition, or veteran's status.

8.6 The parties hereto acknowledge that this Agreement sets forth the entire Agreement and understanding of the parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

8.7 The provisions of this Agreement are severable, and in the event that any provisions of this Agreement shall be determined to be invalid or non-enforceable under

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 15 OF 319**

any controlling body of the law, such invalidity or non-enforceability shall not in any way affect the validity or enforceable nature of the remaining provisions hereof.

8.8. The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

8.9 The Association's obligations pursuant to this Agreement shall also extend, as applicable, to any entity it owns or controls.

ALCORN STATE UNIVERSITY

ALCORN STATE UNIVERSITY A-CLUB ALUMNI
ASSOCIATION

By: _____

By: _____

Name: Norris Allen Edney

Name: Nathaniel Hughes

Title: Interim President

Title: President

Date: _____

Date: _____

STAFF RECOMMENDATION: Board staff recommends approval of this item.

**5. ASU - APPROVAL OF PROPOSED AFFILIATION AGREEMENT BETWEEN
ALCORN STATE UNIVERSITY AND THE ALCORN STATE UNIVERSITY
NATIONAL ALUMNI ASSOCIATION**

Alcorn State University (ASU) requests Board approval of the below proposed affiliation agreement between ASU and the ASU National Alumni Association. The proposed agreement meets the requirements of Board Policy 301.0806 Foundation/Affiliated Entity Activities.

This Affiliation Agreement (Agreement), dated November ____, 2010, is between Alcorn State University (the University), and the Alcorn State University National Alumni Association (the Association).

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 16 OF 319**

RECITALS

1. This Agreement is mandated by the Board of Trustees of the State Institutions of Higher Learning (IHL), as set forth in IHL Policy 301.0806.
2. The University is a state institution of higher learning established pursuant to the laws of the State of Mississippi. The Association is incorporated under the laws of the State of Mississippi.
3. The University has a strong interest in maintaining a favorable relationship with its graduates, former students, and friends of the University.
4. The Association exists to promote the mission of the University by (i) establishing and maintaining a quality relationship between the University and its alumni, former students, and friends; (ii) service to the University through awards and other appropriate recognition to students, alumni, and faculty for their contributions to the University and community, and (iii) promoting the general welfare and interests of the University by alumni service to the University.
5. The Association serves the University by attracting, organizing, and encouraging graduates, former students, and friends throughout Mississippi and the world to advance the University's mission.
6. The University and the Association desire to interact and cooperate to serve the interests of the University.
7. The Association requires services from the University. The University is willing and able to provide those services to the Association. This relationship benefits not only the Association, but the University by facilitating the Association's achievement of the Association's mission to benefit the University.
8. The University and the Association, by this Agreement, recognize the relationship between the University and the Association, clarify the respective rights and responsibilities of the University and the Association, and identify emerging areas of collaboration.
9. The University and the Association desire to define the arrangements concerning services, use of facilities, and activities as set forth in this Agreement.

In consideration of these recitals and the mutual covenants contained in this Agreement, the University and the Association agree, as follows:

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 17 OF 319**

ARTICLE 1. RELATIONSHIP, PERSONNEL AND SERVICES

The Association may use, with the approval of the University President, such administrative, professional, and other University employees from time to time as are needed to carry out the purposes of the Association as agreed by the University.

ARTICLE 2. THE ASSOCIATION'S OBLIGATIONS

2.1 The Association agrees to provide an organizational framework for volunteer service to the University through geographic area alumni groups and special interest alumni groups. The Association will serve as the most widely accessible medium for graduates, former students, and friends of the University to maintain relationships with the University. Nothing in this Agreement shall be construed to give the Association control of or authority over other affiliates supporting the University and its constituent units. The Association will work cooperatively and in good faith with these organizations to promote the interests of the University and its relationship with its alumni.

2.2 The Association agrees that it will use its resources for the sole and express purpose of advancing the University's mission. The Association further agrees that it may not amend its Articles of Incorporation or By-Laws during the life of this Agreement unless the University consents to the proposed amendment.

2.3 The Association agrees to assist the University in developing and supporting programs and services, including, but not limited to, administration, maintenance, and enhancement of the alumni database; operation of homecoming and reunion programs; maintenance of membership database and programs; participation in advocacy and other advancement endeavors; maintenance of a career services program; maintenance of programs serving the University's student population; and participation in scholarship programs, award recognition programs, student recruitment programs, maintenance of member discount programs; and special events.

2.4 At least thirty days before the end of each Fiscal Year (June 30) during this Agreement, the Association shall submit an annual budget for the forthcoming Fiscal Year to the University President (or the President's designee).

2.5 The Association agrees to provide volunteers to serve the University.

2.6 The Association must cause to be prepared annual financial statements of the condition of the Association, which shall include such detail as the IHL Board may

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 18 OF 319

from time to time require. The Association must also engage a Certified Public Accounting (CPA) firm to perform annual audits of the Association's annual financial statements. The Association shall submit the audited financial statements, along with a list of Association officers, directors or trustees, not later than five months following the completion of the Association's fiscal year, to the University President and to IHL. However, the annual audited financial statement of the Association may be required for inclusion in the State of Mississippi's Comprehensive Annual Financial Report (CAFR). If the Association will be required to submit annual audited financial statements for inclusion in the CAFR, as determined by the IHL Board's Deputy Commissioner of Finance and Administration and the external auditing firm hired to perform the annual IHL system audit, the Association must submit annual audited financial statements to the University President and to the IHL, along with a list of Association officers, directors or trustees, by October 15 of each year. The IHL Board's Deputy Commissioner of Finance and Administration shall notify the Association of the applicability of the October 15 deadline as far in advance of the deadline as possible each year. The CPA firm to be utilized by the Association must be approved by the IHL Board and all requests for approval of the CPA firm must be submitted to the IHL Board for approval not later than three months prior to the end of the Association's fiscal year for which the audit will be conducted. Unless approval is specifically granted for multiple years, approval of a firm by the IHL Board for one year does not constitute approval for other years, and requests for approval of the CPA firm must be submitted on an annual basis. However, at the request of the Association, the University President, with the approval of the IHL Board, may grant a request of the Association to waive the requirement of an annual audit by a CPA firm on a showing of adequate grounds, such as a showing that the assets of the Association are so limited as to make the expense of engaging a CPA firm to perform an audit financially burdensome to the Association and unnecessary. Such a waiver may be conditioned upon such other review of the financial records of the Association in lieu of an audit as the University and the IHL may deem feasible. Such a request for a waiver must be accompanied by (a) the most recent annual audited financial statements of the Association (if any such statements exist), (b) the financial statements of the most recently completed fiscal year, (c) a written description of how the Association anticipates that the year-end financial statements for the current year will differ from the financial statements as of the end of the most recently completed fiscal year, and (d) a good faith estimate of the cost of engaging an auditor with respect to the statements. The granting of any request to waive the requirement of an annual audit by a CPA firm approved by the IHL is within the sole discretion of the University and the IHL Board. Any waiver of the audit requirement will apply only for one year, and any request to waive the requirement for the next year should be submitted as outlined above. The Association shall contemporaneously submit an annual report to the University and to the IHL providing a detailed list of supplemental compensation which was submitted to the

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 19 OF 319

University for the purpose of providing additional compensation to University employees or paid directly to University employees. This reporting requirement does not apply to transfers to the University by the Association that are paid directly to the University for use by the University to compensate University employees if that compensation is included in the University's annual budget.

2.7 The Association may not underwrite, pay, or provide additional compensation to the University President or any IHL system office employee without the prior approval of the IHL. Any such request for approval shall be made through the IHL Commissioner to the IHL. Additionally, the Association may not provide or pay compensation to any other University employee without prior approval of the University President, and any such approval shall be reported to the IHL by the Association at the IHL's next meeting. This provision does not apply to transfers to the University by the Association that are paid directly to the University for use by the University to compensate University employees if that compensation is included in the University's annual budget.

2.8 The Association acknowledges and agrees that the University owns all copyright, interest in, and right to all trademarks, trade names, logos, and service marks developed by the University, including any trademarks, trade names, logos, and service marks historically associated with or used by the Association. The Association may only use the University's name, symbols, trademarks, trade names, logos, and service marks consistent with the University policy, including but not limited to any symbols, trademarks, trade names, logos, and service marks developed by the University for use by the Association. Upon termination of this Agreement the Association shall be prohibited from using the name, symbols, trademarks, trade names, logos, and service marks of the University.

2.9 The Association shall enter into an agreement with the Alcorn State University Foundation, Inc. (the Foundation), to provide for the Foundation's receipting and accounting for gifts, membership dues and miscellaneous income designated for the Association, any current chapters and any chapters formed by the Association after the date of this Agreement. This agreement between the Foundation and the Association is necessary to assure that any funds are received and accounted for consistent with the policies and practices adopted by the Foundation and consistent with the Affiliation Agreement between the University and the Foundation and to provide for the Foundation's management on behalf of the Association of all Association assets.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 20 OF 319

2.10 The Association shall provide the University President reasonable notice of any regular, annual, or special meetings of the Association (including, but not limited to, meetings of the governing board, any committee and the membership), and the University President (or the President's designee) shall have the right to attend any such meetings.

2.11 The University may from time to time make requests of the Association or seek assistance from the Association in accomplishing the University's mission, and the Association agrees that it will use its best efforts to provide such assistance.

2.12 The Association has the responsibility as an affiliated entity to use its resources in a responsible and effective manner to further the mission of the University and to support the University.

2.13 To assure that the resources and services provided by the University are expended for the ultimate benefit of the University, as long as this Agreement is in effect, the Association, working with the University Associate Vice President for Development and Alumni Affairs, shall provide to the University, not less often than annually, the following information:

- (i) A report specifying how the University resources and services were used, and the benefits (both financial and intangible) to the University arising from that use.
- (ii) A description of proposed activities for the coming year. The description shall be developed with input from and the approval of the University's Director of Alumni Relations.
- (iii) The Association's current financial policies, procedures and controls, if any, as set forth in its Articles of Incorporation or By-Laws.

2.14 The Association agrees to maintain its financial and accounting records, if any, in accordance with generally accepted accounting principles. The records shall be maintained separately from those of the University. The University President shall have the right upon two days' notice to inspect the books and records of the Association during normal office hours.

The Association agrees to retain all books, accounts, reports, files and other records of the Association relating to this Agreement, if any, and make such records available at all reasonable times for inspection and audit by the University, or their agents, during the term of and for a period of five years after the completion of this Agreement. Such

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 21 OF 319

records shall be provided at the University's Office of Alumni Affairs in Lorman, Mississippi, or such other location as designated by the University upon reasonable notice to the Association. To the extent that information is inspected, reviewed or received by the University President or his/her designees, with respect to the identity of donors, sponsors, or members who have expressly stated they wish to remain anonymous, with respect to any information relating to the identification, cultivation and solicitation of donors, sponsors, or members, with respect to personal, commercial, or proprietary information relating to a donor or member or his/her family or business, or with respect to any personal, commercial or proprietary information provided to the Association by third parties, such information shall be treated as confidential by the University President and by any designee who may review or acquire such information. The University is expected to take appropriate safeguards to assure that such information is utilized or disseminated only in a manner that is appropriate under the circumstances. If upon such inspection or audit the University determines that University funds or resources have been expended for purposes inconsistent with this Agreement, the Association, upon demand by the University, shall reimburse the University for such misused funds, and the University shall have all rights provided by law, including the right to suspend further provision of resources under this Agreement and to terminate this Agreement. These same inspection and information rights are also extended to the IHL or its designee when authorized to exercise such rights by the IHL acting upon its minutes. However, it is understood that the appropriate extent of any disclosure or other use of any confidential, personal, commercial or proprietary information is in the discretion of the IHL, and further, any such decision to disclose or release any confidential, personal, commercial or proprietary information or information that would identify any particular donor or members shall be made by the IHL acting upon its minutes.

2.15 The University's Office of Alumni Affairs shall participate in setting goals for the Association in conjunction with the University's goals and priorities.

2.16 The Association shall adopt and maintain a conflict of interest policy that complies with the requirements of Miss. Code Ann. § 79-11-269 (1972), as amended from time to time.

2.17 The Association shall not solicit any gift, donation or grant. With the approval of the University President, the Association may establish a dues structure for its membership. The Association shall not enter into any transaction that creates any liability for the University.

2.18 No member of the Association can encumber the University's funds or otherwise bind the University in any way.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 22 OF 319

2.19 No University assets will be managed by the Association.

2.20 If the Association should cease to exist, any Association assets donated to the Association for the benefit of the University must be transferred to the University or to another non-profit entity designated by the University.

2.21 The Association will not engage in any fund-raising activities and cannot apply for Section 501(c)(3) status, or its equivalent, under IRS guidelines without the express written permission of the University President.

2.22 The Association may enter its contracts for professional, advisory or other personal services in carrying out its duties, but any such contracts entered into after the execution of this Agreement shall not exceed two years.

2.23 The Association's By-Laws shall specify, among other things, a process for selecting or electing members of the governing board that requires the Association to use best efforts to achieve racial, gender, and generational diversity in composition of the governing board.

2.24 The process for nominations for the Association Officers shall be an inclusive process designed to achieve representation that reflects the membership of the alumni.

2.25 The Association must obtain written approval from the University President and IHL for any formal merger or affiliation between the Association and any other entity.

2.26 The Association shall not accept any gift, donation or grant or enter into any transaction that creates any liability for the University, without advance written approval of the University President.

2.27 The Association agrees to manage all funds in its control in a fiscally sound and prudent manner.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 23 OF 319

**ARTICLE 3. THE UNIVERSITY'S OBLIGATIONS
AND IN-KIND SUPPORT**

3.1 The University grants the Association a non-exclusive, non-transferable license to use University trademarks, trade names, service marks, and logos consistent with University policy, including but not limited to a license to use marks developed by the University for use by the Association.

3.2 The University grants the Association an exclusive, transferable license to use University trademarks, trade names, service marks, and logos historically associated with the Association or developed by the University or the Association for the Association's use.

3.3 The University agrees to designate the Association as an official affiliated entity of the University.

3.4 The University shall provide the Association such other rights, privileges or benefits as the University President, in the University President's sole discretion, may determine will assist the Association in discharging its obligations under this Agreement.

3.5 The University President shall be an ex-officio non-voting member of the Association's governing board and shall be given reasonable notice of any meeting of the governing board, as required by Section 2.10 of this Agreement.

3.6 Subject to the availability of funding and the budget process, the University agrees in good faith to provide the Association with resources suitable in the University's judgment for the accomplishment of the Association's activities for the University's benefit, and may include services and supplies, staff support, office space, and such financial support as agreed upon between the parties from time to time. The amount and nature of such resources shall be determined annually, on a fiscal year basis, in connection with the program planning and budget processes of the University and the Association. No provision in this Agreement shall be construed to give the Association any legal entitlement to any University funding, personnel or other resources in any particular fiscal year. All University assets, including personal property, made available to the Association under the terms of this agreement shall remain the property of the University unless sold, conveyed or transferred to the Association by way of a separate written agreement.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 24 OF 319**

3.7 The University President will encourage all parts of the University to collaborate with the Association in implementing the Association's programs and services.

3.8 The University President agrees to inform the Association on a regular basis of the University's needs and priorities or, if necessary, as the need arises.

ARTICLE 4. COMPLIANCE

4.1 The Association shall comply with all federal and state laws and regulations and shall comply with any compliance, financial, accounting, audit, and regulatory guidelines as may be required by IHL.

4.2 The provisions of this Agreement shall apply to any and all entities owned or controlled by the Association, with the exception of a special purpose entity created for the sole and specific purpose of utilization as a financing vehicle for the private financing of university auxiliary facilities by a private developer using the alternate dual-phase design-build privately financed construction method, as specially authorized by Miss. Code Ann. Section 37-101-41, et seq. (1972), as amended. If the use/purpose of any such special purpose entity ever changes, the special purpose entity would then be required to comply with any and all provisions of this Agreement between the University and the Association, which owns or controls the special purpose entity.

ARTICLE 5. INDEMNIFICATION

The Association agrees to indemnify and hold harmless the University, including its agents and employees from any and all claims, demands, suits, or liabilities of any nature, or on account of any of the actions or inactions in or about the licensed premises. The Association agrees to reimburse the University and its agents and employees for any expenses incurred by them or as a result of legal action or inaction, including reasonable attorney fees, provided funds are available for such purpose.

ARTICLE 6. REPORTING

6.1 The Association shall, by December 1 of each year during the life of this Agreement, submit a detailed annual report of the work and financial condition of the Association to the President, and any other reports as required by this Agreement, the By-Laws of the Association, the policies of the University's governing board or by other applicable law and shall also submit by the same date any other reports as required by this Agreement, by the Bylaws of the Association, by IHL policies or by other applicable

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 25 OF 319**

law, including but not limited to any and all reports required by Articles 2.6 and 2.7 of this Agreement.

6.2 The Association shall promptly notify the University President of the University and the IHL, in writing, if any of the following events (“Reportable Events”) occur:

1. The Association has materially breached any of its contractual obligations under the Agreement;
2. The Association has materially failed to properly receive, apply, manage or disburse any funds or has materially failed to properly comply with any binding instructions from donors relating to those funds;
3. The Association has engaged in any conduct that is prohibited or subject to sanction under state or federal law, including any and all requirements applicable to tax exempt organizations;
4. There has been a failure by the Association or any of its officers and directors to comply with any conflict of interest requirements created by applicable state or federal law or by the governing documents or procedures of the Association;
5. Any state or federal regulatory body begins any investigation of any matter that may have a significant financial or regulatory effect on the Association or upon its status as a tax exempt organization; or
6. The Association has contracted with or entered into any business or pecuniary relationship with any of its board members, other than a full time employee of the Association, or any entity controlled directly or indirectly by the board member, which would reasonably be expected to provide for payment or benefits to that person exceeding the value of \$50,000 in any calendar year; The previous sentence creates a duty for the Association to report any such transaction but does not suggest or imply that all such transactions are either prohibited or permitted.

6.3 The Association’s President shall submit to the University President and to the IHL a signed certification statement annually, before January 31 of each year, which affirmatively states that the Association has examined its donor records and business transactions occurring during its fiscal year ending within the prior calendar year, and that to the best of its knowledge, there is no evidence that any Reportable Events occurred, other than those which have been duly reported to the University President and the IHL, as required in Article 6.2 above. In this certification the Association’s President shall re-affirm that, in the event he/she becomes aware of any such Reportable Events, the Association President will immediately notify, in writing, the University President.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 26 OF 319**

ARTICLE 7. TERMINATION AND RENEWAL

7.1 This Agreement shall have a term of five years, if not renewed by mutual consent of the parties before that date.

7.2 The University President may terminate this Agreement without cause with thirty days written notice to the Association and prior approval of IHL, acting upon its minutes.

7.3 The University President may terminate this Agreement for cause without notice to the Association but with notice to the IHL and prior approval of the IHL, acting upon its minutes. The Association may not terminate the agreement without the consent of the University President and the IHL Board.

7.4 If this Agreement is terminated for any reason, including because the Agreement has expired without being renewed under Article 7.1, Articles 2.8, 2.14, 2.20, 5, 7, and 8 shall survive the termination.

7.5 Upon termination and/or non-renewal of this Agreement, (1) the Association shall cease to use and shall not assign or delegate the authority to use the University's name, symbols, trade names, registered marks or logos to any person or entity without the written approval of the University President, (2) the Association shall remit any and all unrestricted funds held for the benefit of the University to such entity as designated in writing by the University President on behalf of the University, (3) the Association shall work in concert with its members and/or donors, to the extent practicable and allowed by law, to move any restricted funds held for the benefit of the University to such entity as designated in writing by the University President on behalf of the University, (4) the Association shall work in concert with persons or entities with which it had contractual relations to the extent practical and allowed by law, to assign any contracts to such entity as designated by University President; and (5) the Association shall work in concert with the University to provide the University or its designee with records and materials of the Association necessary to continue the business and/or wind up the affairs of the Association.

7.6 The Association agrees to cease using the University's name, marks, symbols and logos in the event the Association dissolves, ceases to be a non-profit corporation, ceases to be recognized as a tax exempt entity under Section 501(c)(3) of the Internal Revenue Code, or this Agreement is terminated.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 27 OF 319

7.7 The University and the Association desire to work together in an environment of mutual cooperation and support. In addition, Association Board Members shall be elected to terms not to exceed two years and no less than one-third of the Board Members shall be elected in a single year. Although a director may be elected to more than one term, the approval process and rotation required shall work to maintain alignment between the Association and the mission of the University.

7.8 If the University President determines that the cooperation between the University and the Association is not in place and is, as a result, detrimental to the best interests of the University, the President shall notify the Commissioner of Higher Education and the IHL shall attempt to reconcile the parties, including through mediation if advisable. If the IHL determines and notifies the University President that it is in the best interest of the University to substitute new members of the Board of Directors of the Alumni Association, the University President may direct that at the expiration of a ninety-day period, the terms of office of 100% of the Directors shall be deemed to have expired. Upon such event, a five-person Commission shall be selected as follows: (1) one member appointed by the University President, (2) one member appointed by the IHL, (3) one member appointed by the Board of Directors of the ASU Foundation, and (4) two members appointed from within and by the group of alumni donors to the University whose lifetime outright giving to the University, through the ASU Foundation, exceeds \$50,000; however, this donor group may not appoint as a member of the Commission anyone who at the time of the appointment is serving as (i) a University employee or (ii) an employee, officer, trustee, or director of any University affiliated support organization or foundation. The Commission shall then appoint, within the ninety day period, by majority vote, members to the Board of Directors to replace the Directors whose terms shall be deemed to have expired. The reconstituted Board of Directors shall then elect new officers of the Alumni Association.

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the State of Mississippi.

8.2 The parties agree that the Association is not the agent or employee of the University and nothing in this Agreement creates an employment or other agency relationship between the parties.

8.3 The parties agree that the Association is a private, independent entity and, as such, is not governed by the IHL. To ensure the independence of the Association, no IHL employee shall hold a voting position on the Association Board. Senior University

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 28 OF 319

administrators should only participate on the Association's Board, if at all, in an ex-officio, non-voting capacity. The IHL may allow, upon written request by the University, exceptions to this restriction regarding IHL/University employees.

8.4 The University and the Association agree that the Association's donor and giving records and any other financial or commercial information possessed by the Association or provided by the Association to the University concerning individuals or corporations that provide the Association financial support are confidential and proprietary. Unless required to disclose such information by applicable law and except as provided otherwise in Article 2.14 of this Agreement with respect to actions by IHL acting upon its minutes, the University and the Association agree not to disclose to third parties and to keep confidential the giving records, giving history, and financial or commercial information of individuals and corporations that provide financial support to the Association.

8.5 In the performance of this Agreement, the Association shall not deny employment opportunities to any person on the basis of race, color, religion, ethnic group identification, sexual orientation, sex, age, physical or mental disability, medical condition, or veteran's status.

8.6 The parties hereto acknowledge that this Agreement sets forth the entire Agreement and understanding of the parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

8.7 The provisions of this Agreement are severable, and in the event that any provisions of this Agreement shall be determined to be invalid or non-enforceable under any controlling body of the law, such invalidity or non-enforceability shall not in any way affect the validity or enforceable nature of the remaining provisions hereof.

8.8 The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

8.9 The Association's obligations pursuant to this Agreement shall also extend, as applicable, to any entity it owns or controls.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 29 OF 319**

ALCORN STATE UNIVERSITY

ALCORN STATE UNIVERSITY
NATIONAL ALUMNI ASSOCIATION

By: _____
Name: Norris Allen Edney
Title: Interim President
Date: _____

By: _____
Name: Percy O. Norwood, Jr.
Title: National President
Date: _____

STAFF RECOMMENDATION: Board staff recommends approval of this item.

6. ASU - APPROVAL OF PROPOSED AFFILIATION AGREEMENT BETWEEN ALCORN STATE UNIVERSITY AND THE ALCORN STATE UNIVERSITY NATIONAL ALUMNI ASSOCIATION FOUNDATION, INC.

Alcorn State University (ASU) requests Board approval of the below proposed affiliation agreement between ASU and the ASU National Alumni Association Foundation, Inc. The proposed agreement meets the requirements of Board Policy 301.0806 Foundation/Affiliated Entity Activities.

This Agreement is made and entered into effective this 1st day of December, 2010 (the effective date) by and between Alcorn State University, a state institution of higher learning, organized and existing under the laws of the State of Mississippi (the "University"), and The Alcorn State University National Alumni Association Foundation, a not-for-profit corporation duly chartered pursuant to the laws of the State of Mississippi (the "National Alumni Association Foundation"). This Agreement is designed to govern the relationship between the University and the National Alumni Association Foundation by setting forth the terms and conditions under which the University will provide certain support and services for the National Alumni Association Foundation and the National Alumni Association Foundation will provide certain support and services for and on behalf of the University.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 30 OF 319**

PREAMBLE

WHEREAS, the National Alumni Association Foundation has been established as a not-for-profit, educational and charitable organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, for the purposes outlined in its Charter of Incorporation dated August 10, 2004;

WHEREAS, the University has the authority and right to enter into agreements with affiliated 501(c) (3) not-for-profit organizations, subject to the Institutions of Higher Learning Board of Trustees (the "Board" or "IHL") Policy 301.0806 (the "Policy");

WHEREAS, the Board Policy acknowledges that the independent nature of the National Alumni Association Foundation provides flexibility to the University in fiscal management and responsiveness;

WHEREAS, the National Alumni Association Foundation has the responsibility under its mission statement and as a not-for-profit corporation to use its resources in a responsible and effective manner to operate exclusively for the benefit of the University and its students, alumni, faculty and staff to promote, encourage and assist all forms of educational, scientific, literary, research and service activities provided by the University, all for the public welfare as outlined in its Charter of Incorporation;

WHEREAS, the University has an active development program and wishes to utilize enhanced computer capabilities and assistance in the identification, solicitation and stewardship of donors (current or prospective), acknowledgment and accounting of contributions and maintenance of donor biographical, financial and contribution records, all of which the University believes the National Alumni Association Foundation can provide;

WHEREAS, the University and the National Alumni Association Foundation anticipate that the National Alumni Association Foundation, as the primary entity for receiving philanthropic support designated for the benefit of the University, will provide the University with specified services in carrying out its mission, and the University will provide the National Alumni Association Foundation facilities in carrying out its mission;

WHEREAS, the University and the National Alumni Association Foundation desire to define the arrangement concerning services, facilities, premises and activities in support of each other as set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for good and valuable consideration, the adequacy of which is hereby

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 31 OF 319

acknowledged, the University and the National Alumni Association Foundation do hereby agree as follows:

ARTICLE 1. UNIVERSITY OBLIGATIONS AND SERVICES

1.1 The National Alumni Association Foundation may utilize, with the approval of the University, which approval shall not be unreasonably withheld, such University administrative, professional and other employees from time to time as are needed to carry out the mission and purposes of the National Alumni Association Foundation.

1.2 The National Alumni Association Foundation and the University agree that the portion of the cost incurred by utilizing University employees for National Alumni Association Foundation operational activities will be reviewed annually.

1.3 The University shall provide office space, utilities and other support for the National Alumni Association Foundation as needed and appropriate for work on-site within the University, adequate for the performance of the services required hereunder.

1.4 The University shall provide support services to the National Alumni Association Foundation of the type provided to University departments including printing and publication services, motor pool and, to the extent permitted by law, use of the University mail system and protection of the University Police Department.

1.5 The University shall provide National Alumni Association Foundation employees staff identification cards, parking privileges, admittance to university events, health services benefits and access to the University's library and to its recreation and fitness programs, at the same rates and under the same terms as those benefits and facilities are made available to University administrators and other employees.

1.6 The University designates the National Alumni Association Foundation as the primary entity for receipting, acknowledging, accounting for, managing and investing its endowment funds, as well as for researching, identifying and maintaining biographical and giving records of potential and actual donors.

1.7 The President of the University shall serve *ex officio* as a non-voting member of the National Alumni Association Foundation's Board of Directors. No other University employee or other persons directly or indirectly employed by the IHL shall serve as a voting member of the National Alumni Association Foundation's Board of Directors.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 32 OF 319

1.8 Annually, the President of the University shall certify to the National Alumni Association Foundation a list of University employees who are authorized to request disbursements from the National Alumni Association Foundation. Requests by a duly certified University employee shall constitute a representation or certification by the University employee that the disbursement being requested has been approved in accord with established University procedures. The National Alumni Association Foundation shall be relieved of any liability arising from a disbursement made pursuant to the provisions of this Section of the Agreement.

1.9 The President of the University shall submit a request to the National Alumni Association Foundation for utilization of unrestricted gifts received by the National Alumni Association Foundation in the following fiscal year. The National Alumni Association Foundation shall, consistent with the goals and priorities established by the University, consider the University's request and may allocate unrestricted gifts accordingly to the extent funds are available. In addition to unrestricted funds, the University President and/or the Vice President for Institutional Advancement shall routinely update key National Alumni Association Foundation personnel on the University initiatives involving private support to ensure that National Alumni Association Foundation and University personnel are informed of fund raising needs and objectives.

1.10 The University's name and registered marks and logos have great economic and public relations value to the University, its faculty, staff, alumni and students. The National Alumni Association Foundation shall not assign or delegate the authority to use University's name or registered marks or logos to any person or entity without the written approval of the President of the University. To assist the National Alumni Association Foundation in discharging its obligations under this Agreement and in soliciting, developing and generating private and corporate support for the University, the University grants the National Alumni Association Foundation the following rights:

1.10 (a) A non-exclusive, non-transferable license to use University trademarks, service marks and logos consistent with University policy, including but not limited to a license to use marks developed by the University for use by the National Alumni Association Foundation.

1.10 (b) An exclusive, transferable license to use University trademarks, service marks and trade names historically associated with the National Alumni Association Foundation.

1.10 (c) The designation of the National Alumni Association Foundation as a University affiliated entity.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 33 OF 319

1.10 (d) Such other rights, privileges or benefits as the University President, in his/her sole discretion, may determine will assist the National Alumni Association Foundation in discharging its obligations under this Agreement.

**ARTICLE 2. NATIONAL ALUMNI ASSOCIATION
FOUNDATION OBLIGATIONS**

2.1 The National Alumni Association Foundation's primary purpose is to provide support to the University in accord with the provisions of its Charter of Incorporation and By-laws, which support includes, but is not limited to, serving as the entity researching, raising, receiving, acknowledging, investing, accounting for and administering funds for the University to use for its educational, research and service missions.

2.2 The National Alumni Association Foundation, acting through its Board of Directors and staff, shall assist the University's Office of Development in its fund-raising activities and development programs with individuals, corporations, National Alumni Association Foundations, and other external organizations.

2.3 The National Alumni Association Foundation, acting through its Board of Directors and staff, shall solicit, accept and transfer funds for the purchase of University equipment and supplies; for the construction, renovation and/or improvement of the University's physical facilities; for the support of faculty, staff and student travel and research; for the support of faculty professorships, lectureships and endowed chairs; for the support of student scholarships; and for the support of other educational, research, cultural, scientific, public service and charitable programs and activities. When soliciting funds on behalf of the University, the National Alumni Association Foundation agrees to accept only those gifts that are consistent with the University's missions, goals and obligations.

2.4 The National Alumni Association Foundation shall receipt, acknowledge and express appreciation for all contributions of donors made on behalf of the University or of the National Alumni Association Foundation, and shall keep accurate and current records of all such contributions made directly to the University or to the National Alumni Association Foundation. Assets of the National Alumni Association Foundation shall be maintained pursuant to the Uniform Management of Institutional Funds Act (UMIFA) or Uniform Prudent Management of Institutional Funds Act (UPMIFA) as promulgated by the State of Mississippi. The University shall have rights of inspection of National Alumni Association Foundation records. Such rights shall be afforded to the

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 34 OF 319

IHL, if so desired. The National Alumni Association Foundation must manage all funds in its control in a fiscally sound and prudent manner.

2.5 The National Alumni Association Foundation may enter into contracts for professional, advisory or other personal services in carrying out its duties, but any such contracts entered into after the execution of this Agreement shall not exceed 2 years.

2.6 The National Alumni Association Foundation shall maintain its separate financial and accounting records in accordance with generally accepted accounting principles applicable for its industry. The National Alumni Association Foundation must cause to be prepared annual financial statements of the condition of the National Alumni Association Foundation, which shall include such detail as the IHL Board may from time to time require; The National Alumni Association Foundation must also engage a Certified Public Accounting (CPA) firm to perform annual audits of the National Alumni Association Foundation's annual financial statements; The National Alumni Association Foundation shall submit the audited financial statements, along with a list of National Alumni Association Foundation officers, directors or trustees, not later than five months following the completion of the National Alumni Association Foundation's fiscal year, to the affiliated university's IEO and to IHL; However, the annual audited financial statements of some of the National Alumni Association Foundation will be required for inclusion in the State of Mississippi's Comprehensive Annual Financial Report (CAFR); Those Entities which will be required to submit annual audited financial statements for inclusion in the CAFR, as determined by the IHL Board's Deputy Commissioner of Finance and Administration and the external auditing firm hired to perform the annual IHL system audit, must submit annual audited financial statements to the affiliated university's IEO and to the IHL, along with a list of National Alumni Association Foundation officers, directors or trustees, by October 15 of each year; The IHL Board's Deputy Commissioner of Finance and Administration shall notify each such National Alumni Association Foundation of the applicability of the October 15 deadline to such National Alumni Association Foundation as far in advance of the deadline as possible each year; The CPA firm to be utilized by the National Alumni Association Foundation must be approved by the IHL Board and all requests for approval of the CPA firm must be submitted to the IHL Board for approval not later than three months prior to the end of the National Alumni Association Foundation's fiscal year for which the audit will be conducted; Unless approval is specifically granted for multiple years, approval of a firm by the IHL Board for one year does not constitute approval for other years, and requests for approval of the CPA firm must be submitted on an annual basis; However, at the request of the National Alumni Association Foundation, the IEO of a university, with the approval of the IHL Board, may grant a request of the National Alumni Association Foundation to waive the requirement of an annual audit by a CPA firm on a showing of

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 35 OF 319

adequate grounds, such as a showing that the assets of the National Alumni Association Foundation are so limited as to make the expense of engaging a CPA firm to perform an audit financially burdensome to the National Alumni Association Foundation and unnecessary; Such a waiver may be conditioned upon such other review of the financial records of the National Alumni Association Foundation in lieu of an audit as the University and the IHL may deem feasible; Such a request for a waiver must be accompanied by (a) the most recent annual audited financial statements of the National Alumni Association Foundation (if any such statements exist), (b) the financial statements of the most recently completed fiscal year, (c) a written description of how the National Alumni Association Foundation anticipates that the year-end financial statements for the current year will differ from the financial statements as of the end of the most recently completed fiscal year, and (d) a good faith estimate of the cost of engaging an auditor with respect to the statements; The granting of any request to waive the requirement of an annual audit by a CPA firm approved by the IHL is within the sole discretion of the University and the IHL Board; Any waiver of the audit requirement will apply only for one year, and any request to waive the requirement for the next year should be submitted as outlined above.

2.7 The National Alumni Association Foundation acknowledges and agrees that the University owns all copyright, interest in and right to all trademarks, trade names, logos and service marks developed by the University for use by the National Alumni Association Foundation, including all such trademarks, service marks and trade names historically associated with the National Alumni Association Foundation.

2.8 The National Alumni Association Foundation shall maintain a conflict-of-interest policy that complies with all requirements of Miss. Code Ann. §79-11-269 (1972), as amended from time to time.

2.9 All gifts received by the National Alumni Association Foundation shall be receipted and deposited in a timely manner in accordance with the directive of the donor. All gifts received by the University shall be immediately forwarded to the National Alumni Association Foundation for acknowledgment to ensure proper receipting and recording of all gifts. Gifts made to the University shall be accounted for and ownership maintained by the University; gifts made to the National Alumni Association Foundation shall be accounted for and ownership maintained by the National Alumni Association Foundation. However, checks made payable to the University will be transferred to the National Alumni Association Foundation if a gift agreement, pledge, or expectancy exists between the donor and the National Alumni Association Foundation. If a check is made payable to the University and no gift agreement, pledge, or expectancy exists between the National Alumni Association Foundation and the donor, the donor will be contacted to

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 36 OF 319

clarify his/her intent. It will be explained that, in most situations, it is the University's desire to have funds held within the National Alumni Association Foundation. The intent of the donor will then control the delivery and ownership of the funds. If a situation exists where the National Alumni Association Foundation has deposited a gift directly intended solely for the University, the National Alumni Association Foundation shall immediately deposit into the appropriate University account funds designated for such account.

2.10 The National Alumni Association Foundation shall perform any and all other acts and activities on behalf of the University, as the National Alumni Association Foundation deems appropriate, in carrying out the purposes and mission of the University, so long as consistent with the governing documents of the National Alumni Association Foundation. In order to perform duties herein this agreement, the National Alumni Association Foundation may use a percentage of the annual restricted funds, assess fees for services, or impose charges against managed funds to support its operations. The National Alumni Association Foundation will inform the University of the implementation of, or changes to, any assessment of fees.

2.11 The President of the National Alumni Association Foundation shall promptly notify the President of the University and the IHL, in writing, if any of the following events ("Reportable Events") occur:

1. The National Alumni Association Foundation has materially breached any of its contractual obligations under the Agreement;
2. The National Alumni Association Foundation has materially failed to properly receive, apply, manage or disburse any funds or has materially failed to properly comply with any binding instructions from donors relating to those funds;
3. The National Alumni Association Foundation has engaged in any conduct that is prohibited or subject to sanction under state or federal law, including any and all requirements applicable to tax exempt organizations;
4. There has been a failure by the National Alumni Association Foundation or any of its officers and directors to comply with any conflict of interest requirements created by applicable state or federal law or by the governing documents or procedures of the National Alumni Association Foundation;
5. Any state or federal regulatory body begins any investigation of any matter that may have a significant financial or regulatory effect on the National Alumni Association Foundation or upon its status as a tax exempt organization; or

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 37 OF 319**

6. The National Alumni Association Foundation has contracted with or entered into any business or pecuniary relationship with any of its board members, other than a full time employee of the National Alumni Association Foundation, or any National Alumni Association Foundation controlled directly or indirectly by the board member, which would reasonably be expected to provide for payment or benefits to that person exceeding the value of \$50,000 in any calendar year; The previous sentence creates a duty for the National Alumni Association Foundation to report any such transaction but does not suggest or imply that all such transactions are either prohibited or permitted.

2.12 If requested by the University, the National Alumni Association Foundation shall provide any and all information and shall allow inspection of all records relating to the operation or management of the National Alumni Association Foundation or any funds contributed to, received by, expended by or managed by the National Alumni Association Foundation. To the extent that information is inspected, reviewed or received by the President of the University or his/her designees with respect to the identity of donors who have expressly stated they wish to remain anonymous, or with respect to any information relating to the identification, cultivation and solicitation of donors, or with respect to personal, commercial or proprietary information relating to a donor or his/her family or business, such information shall be treated as confidential by the University President and any designee who may acquire such information. The University is expected to take appropriate safeguards to assure that such information is utilized or disseminated only in a manner that is appropriate under the circumstances. Such inspection rights are also extended to the IHL acting upon its minutes, however, it is understood that the appropriate extent of any disclosure or other use of the information is in the discretion of the IHL and, further, any decision to release any personal, commercial or proprietary information or to release any information that would identify any particular donor shall be made by the IHL acting upon its minutes.

ARTICLE 3. COMPLIANCE

3.1 The National Alumni Association Foundation shall comply with any and all federal and state laws and regulations and shall comply with any compliance and regulatory guidelines as may be required by the Board.

3.2 The provisions of the affiliation agreement shall apply to any and all entities owned or controlled by the National Alumni Association Foundation, with the exception of a special purpose entity created for the sole and specific purpose of utilization as a financing vehicle for the private financing of university auxiliary facilities

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 38 OF 319**

by a private developer using the alternate dual-phase design-build privately financed construction method, as specially authorized by Miss. Code Ann. Section 37-101-41, et seq. (1972), as amended. If the use/purpose of any such special purpose entity ever changes, the special entity would then be required to comply with any and all provisions of the affiliation agreement between the university and any Entity which owns or controls the special purpose entity.

ARTICLE 4. INSURANCE

4.1 The National Alumni Association Foundation shall maintain insurance coverage as deemed appropriate by the National Alumni Association Foundation's Board of Directors, including the bonding of its officers and employees and shall maintain Directors and Officers liability insurance on members of its Board of Directors and officers, while performing as such.

ARTICLE 5. REPORTING

5.1 As set forth in Section 2.6 of this Agreement, the National Alumni Association Foundation shall, by December 1 of each year during this Agreement, submit to the University's chief financial officer and to the IHL its annual audited financial statements for the prior fiscal year. Such submission shall also include a list of National Alumni Association Foundation officers, directors or trustees. The National Alumni Association Foundation shall submit an annual report providing a detailed list of any supplemental compensation which was provided to the University for the purpose of providing any additional compensation to administrators, faculty or other University employees, it being agreed that any such payments shall only be made through the University's payroll system and with University President's approval. Understanding that no form of additional compensation may be underwritten for the University President or for any IHL system office employee without IHL approval, the National Alumni Association Foundation shall also provide documentation of approval from the IHL of any supplemental compensation provided to the University President or provided to the University for purposes of supplementing the President's salary.

5.2 In order to facilitate transparency, the National Alumni Association Foundation shall also maintain on its website, for public and University inspection, a copy of this Agreement along with its annual report and other documents related to the National Alumni Association Foundation's mission and operations.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 39 OF 319

5.3 The President of the National Alumni Association Foundation shall submit to the President of the University and the IHL a signed certification statement annually, before January 31 of each year, which affirmatively states that the National Alumni Association Foundation has examined its donor records and business transactions occurring during its fiscal year ending within the prior calendar year, and that to the best of its knowledge, there is no evidence that any Reportable Events occurred, other than those which have been duly reported to the President of the University and the IHL, as required above. The President of the National Alumni Association Foundation shall re-affirm that, in the event he/she becomes aware of any such Reportable Events, the President of the National Alumni Association Foundation will immediately notify, in writing, the President of the University.

ARTICLE 6. TERMINATION AND RENEWAL

6.1 This Agreements shall expire on December 31, 2015, if not renewed by mutual consent of the parties before that date.

6.2 The University President may terminate this Agreement without cause with thirty (30) days written notice to the National Alumni Association Foundation and with the prior approval of the IHL, acting upon its minutes.

6.3 The University President may terminate this Agreement for cause, without notice to the National Alumni Association Foundation but with notice to the IHL and prior approval of the IHL, acting upon its minutes. The National Alumni Association Foundation may not terminate the agreement without the consent of the IEO and the IHL Board.

6.4 Upon termination and non-renewal of this Agreement, (1) the National Alumni Association Foundation shall cease to use and shall not assign or delegate the authority to use the University's name or registered marks or logos to any person or entity without the written approval of the University President, (2) the National Alumni Association Foundation shall remit any and all unrestricted funds held for the benefit of the University to such entity as designated in writing by the University President on behalf of the University, (3) the National Alumni Association Foundation shall work in concert with its donors, to the extent practicable and allowed by law, to move any restricted funds held for the benefit of the University to such entity as designated in writing by the University President on behalf of the University, (4) the National Alumni Association Foundation shall work in concert with persons or entities with which it had contractual relations to the extent practical and allowed by law, to assign any contracts to such entity as designated by the University President; and (5) the National Alumni

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 40 OF 319

Association Foundation shall work in concert with the University to provide the University or its designee with records and materials of the National Alumni Association Foundation as are necessary to continue the business and/or wind up the affairs of the National Alumni Association Foundation.

6.5 The National Alumni Association Foundation agrees to cease using University's name, marks, and logos in the event that the National Alumni Association Foundation dissolves, ceases to be a non-profit corporation or ceases to be recognized by the Internal Revenue Service as a tax exempt entity under Section 501(c)(3) of the Internal Revenue code.

6.6 The University and the National Alumni Association Foundation have a long history of mutual cooperation and support. To further this relationship, the University President will approve nominations to the National Alumni Association Foundation's Board of Directors. In addition, National Alumni Association Foundation Board Members shall be elected to terms not to exceed three years and no less than one-third of the Board Members shall be elected in a single year. Although a director may be elected to more than one term, the approval process and rotation required shall work to maintain alignment between the National Alumni Association Foundation and the mission of the University. If the University President determines that the cooperation between the University and the National Alumni Association Foundation is not in place and is, as a result, detrimental to the best interests of the University, the President shall notify the Commissioner of Higher Education. The IHL shall attempt to reconcile the parties, including mediation if advisable. If, however, the IHL determines and notifies the University President that it is in the best interests of the University to substitute new members of the Board of Directors of the National Alumni Association Foundation, the University President may direct that, at the expiration of a ninety-day period, the terms of office of 100% of the Directors shall be deemed to have expired. Upon such event, a five- person Commission shall be selected as follows: (1) one member appointed by the University President, (2) one member appointed by the IHL, (3) one member appointed by the Board of Directors of the Alcorn State University Alumni Association, and (4) two members appointed from within and by the group of donors to the University whose lifetime outright giving to the University, through the ASU National Alumni Association Foundation, exceeds \$50,000; however, this donor group may not appoint as a member of the Commission anyone who at the time of the appointment is serving as (i) a University or IHL employee or (ii) an employee, officer, trustee, or director of any University affiliated support organization or National Alumni Association Foundation. The Commission shall then appoint, within the ninety-day period, by majority vote, members to the Board of Directors to replace the Directors whose terms shall be deemed to have

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 41 OF 319**

expired. The reconstituted Board of Directors shall then elect new officers of the National Alumni Association Foundation.

6.7 In the unlikely event that the Commission, as described in 6.6 above, shall appoint a new Board of Directors for the National Alumni Association Foundation, it is expressly understood that any, or all, of the previous National Alumni Association Foundation board members may be reelected by this Commission to serve.

ARTICLE 7. MISCELLANEOUS PROVISIONS

7.1 This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the State of Mississippi.

7.2 The parties agree that the National Alumni Association Foundation is not an agent or employee of the University, and nothing in this Agreement creates an employment or other agency relationship between the parties.

7.3 Neither the University nor the National Alumni Association Foundation shall have any liability for the obligations, acts, or omissions of the other party.

7.4 The parties agree that the National Alumni Association Foundation is a private, independent entity and, as such, is not governed by the IHL, but rather has its own governing Board of Directors. Accordingly, to the extent permitted by the laws of the State of Mississippi applicable to a public institution of higher learning, each party to this Agreement shall be responsible for its own obligations, acts or omissions.

7.5 The University and National Alumni Association Foundation agree that the National Alumni Association Foundation's donor and giving records and any other financial or commercial information possessed by the National Alumni Association Foundation or provided by the National Alumni Association Foundation to the University concerning individuals or corporations that provide National Alumni Association Foundation financial support are confidential and proprietary. Except for the provisions of Section 2.12 above, unless required to disclose such information by applicable law, the University and National Alumni Association Foundation agree not to disclose to third parties and to keep confidential the giving records, giving history and financial or commercial information of individuals and corporations that provide financial support to the National Alumni Association Foundation.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 42 OF 319

7.6 In the performance of this Agreement, the National Alumni Association Foundation shall not deny employment opportunities to any person on the basis of race, color, religion, ethnic group identification, sex, age, physical or mental disability, medical condition, or veteran's status. The National Alumni Association Foundation agrees to comply with all non-discriminatory laws and policies that the University promulgates and to which the University is subject.

7.7 The parties hereto acknowledge that this Agreement sets forth the entire agreement and understanding of the parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

7.8 The provisions of this Agreement are severable, and in the event that any provisions of the Agreement shall be determined to be invalid or non-enforceable under any controlling body of the law, such invalidity or non-enforceability shall not in any way affect the validity or enforceable nature of the remaining provisions hereof.

7.9 The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of the Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

7.10 This Agreement shall not be assigned or otherwise transferred by either party without the prior written consent of the other, which consent shall not be unreasonably withheld.

7.11 The National Alumni Association Foundation's obligations pursuant to this Agreement shall also extend, as applicable, to any entity it owns or controls.

ARTICLE 8. NOTICE

8.1 Any notice to either party hereunder shall be in writing signed by the party given it, and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified or overnight mail, or when sent by Federal Express or a comparable service, or hand-delivered, when addressed as follows:

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 43 OF 319**

To the University:

To the National Alumni Association Foundation:

Norris Allen Edney
Interim President
Alcorn State University
1000 ASU Drive #359
Alcorn State, MS 39096
Vicksburg, MS 39

John E. Walls, Sr., PhD.
Chair, Board of Directors
ASU National Alumni Association
Foundation
114 Colonial Drive

or to such other addressee as may be hereafter designated by written notice.

IN WITNESS WHEREOF, the University and the National Alumni Association Foundation, acting through the President of the University and the Chair of the Board of Directors of the National Alumni Association Foundation, respectively, execute this Agreement on ____ day of _____ to be effective on December 1, 2010.

ALCORN STATE UNIVERSITY ALCORN STATE UNIVERSITY NATIONAL
ALUMNI ASSOCIATION FOUNDATION

By: _____ By: _____
Norris Allen Edney, Interim President John E. Walls, Sr., Chair, Board of
Directors

ACKNOWLEDGMENT

State of Mississippi
County of Claiborne

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Norris Allen Edney, known by me to be the Interim President of Alcorn State University, who executed the aforesaid Agreement, on this the _____ day of _____, 2010, on behalf of Alcorn State University being duly authorized so to do.

Notary Public

My Commission Expires:

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 44 OF 319**

ACKNOWLEDGMENT

State of Mississippi
County of Warren

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named John E. Walls, Sr., known by me to be the Chair of the Alcorn State University National Alumni Association Foundation, who executed the aforesaid Agreement on this the _____ day of _____, 2010, for and on behalf of The Alcorn State University National Alumni Association Foundation, being duly authorized so to do.

Notary Public

My Commission Expires:

STAFF RECOMMENDATION: Board staff recommends approval of this item.

7. **ASU - APPROVAL OF PROPOSED AFFILIATION AGREEMENT BETWEEN ALCORN STATE UNIVERSITY AND THE ALCORN STATE UNIVERSITY FOUNDATION**

Alcorn State University (ASU) requests Board approval of the below proposed affiliation agreement between ASU and the ASU Foundation. The proposed agreement meets the requirements of Board Policy 301.0806 Foundation/Affiliated Entity Activities.

This Agreement is made and entered into effective this 1st day of December, 2010 (the effective date) by and between Alcorn State University, a state institution of higher learning, organized and existing under the laws of the State of Mississippi (the "University"), and The Alcorn State University Foundation, a not-for-profit corporation duly chartered pursuant to the laws of the State of Mississippi (the "Foundation"). This Agreement is designed to govern the relationship between the University and the Foundation by setting forth the terms and conditions under which the University will provide certain support and services for the Foundation and the Foundation will provide certain support and services for and on behalf of the University.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 45 OF 319**

PREAMBLE

WHEREAS, the Foundation has been established as a not-for-profit, educational and charitable organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, for the purposes outlined in its Charter of Incorporation dated August 16, 1973;

WHEREAS, the University has the authority and right to enter into agreements with affiliated 501(c) (3) not-for-profit organizations, subject to the Institutions of Higher Learning Board of Trustees (the "Board" or "IHL") Policy 301.0806 (the "Policy");

WHEREAS, the Board Policy acknowledges that the independent nature of the Foundation provides flexibility to the University in fiscal management and responsiveness;

WHEREAS, the Foundation has the responsibility under its mission statement and as a not-for-profit corporation to use its resources in a responsible and effective manner to operate exclusively for the benefit of the University and its students, alumni, faculty and staff to promote, encourage and assist all forms of educational, scientific, literary, research and service activities provided by the University, all for the public welfare as outlined in its Charter of Incorporation;

WHEREAS, the University has an active development program and wishes to utilize enhanced computer capabilities and assistance in the identification, solicitation and stewardship of donors (current or prospective), acknowledgment and accounting of contributions and maintenance of donor biographical, financial and contribution records, all of which the University believes the Foundation can provide;

WHEREAS, the University and the Foundation anticipate that the Foundation, as the primary entity for receiving philanthropic support designated for the benefit of the University, will provide the University with specified services in carrying out its mission, and the University will provide the Foundation facilities in carrying out its mission;

WHEREAS, the University and the Foundation desire to define the arrangement concerning services, facilities, premises and activities in support of each other as set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for good and valuable consideration, the adequacy of which is hereby acknowledged, the University and the Foundation do hereby agree as follows:

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 46 OF 319

ARTICLE 1. UNIVERSITY OBLIGATIONS AND SERVICES

1.1 The Foundation may utilize, with the approval of the University, which approval shall not be unreasonably withheld, such University administrative, professional and other employees from time to time as are needed to carry out the mission and purposes of the Foundation.

1.2 The Foundation and the University agree that the portion of the cost incurred by utilizing University employees for Foundation operational activities will be reviewed annually.

1.3 The University shall provide office space, utilities and other support for the Foundation as needed and appropriate for work on-site within the University, adequate for the performance of the services required hereunder.

1.4 The University shall provide support services to the Foundation of the type provided to University departments including printing and publication services, motor pool and, to the extent permitted by law, use of the University mail system and protection of the University Police Department.

1.5 The University shall provide Foundation employees staff identification cards, parking privileges, admittance to university events, health services benefits and access to the University's library and to its recreation and fitness programs, at the same rates and under the same terms as those benefits and facilities are made available to University administrators and other employees.

1.6 The University designates the Foundation as the primary entity for receipting, acknowledging, accounting for, managing and investing its endowment funds, as well as for researching, identifying and maintaining biographical and giving records of potential and actual donors.

1.7 The President of the University shall serve *ex officio* as a non-voting member of the Foundation's Board of Directors. No other University employee or other persons directly or indirectly employed by the IHL shall serve as a voting member of the Foundation's Board of Directors.

1.8 Annually, the President of the University shall certify to the Foundation a list of University employees who are authorized to request disbursements from the Foundation. Requests by a duly certified University employee shall constitute a representation or certification by the University employee that the disbursement being

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 47 OF 319

requested has been approved in accord with established University procedures. The Foundation shall be relieved of any liability arising from a disbursement made pursuant to the provisions of this Section of the Agreement.

1.9 The President of the University shall submit a request to the Foundation for utilization of unrestricted gifts received by the Foundation in the following fiscal year. The Foundation shall, consistent with the goals and priorities established by the University, consider the University's request and may allocate unrestricted gifts accordingly to the extent funds are available. In addition to unrestricted funds, the University President and/or the Vice President for Institutional Advancement shall routinely update key Foundation personnel on the University initiatives involving private support to ensure that Foundation and University personnel are informed of fund raising needs and objectives.

1.10 The University's name and registered marks and logos have great economic and public relations value to the University, its faculty, staff, alumni and students. The Foundation shall not assign or delegate the authority to use University's name or registered marks or logos to any person or entity without the written approval of the President of the University. To assist the Foundation in discharging its obligations under this Agreement and in soliciting, developing and generating private and corporate support for the University, the University grants the Foundation the following rights:

1.10 (a) A non-exclusive, non-transferable license to use University trademarks, service marks and logos consistent with University policy, including but not limited to a license to use marks developed by the University for use by the Foundation.

1.10 (b) An exclusive, transferable license to use University trademarks, service marks and trade names historically associated with the Foundation.

1.10 (c) The designation of the Foundation as a University affiliated entity.

1.10 (d) Such other rights, privileges or benefits as the University President, in his/her sole discretion, may determine will assist the Foundation in discharging its obligations under this Agreement.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 48 OF 319

ARTICLE 2. FOUNDATION OBLIGATIONS

2.1 The Foundation's primary purpose is to provide support to the University in accord with the provisions of its Charter of Incorporation and By-laws, which support includes, but is not limited to, serving as the entity researching, raising, receiving, acknowledging, investing, accounting for and administering funds for the University to use for its educational, research and service missions.

2.2 The Foundation, acting through its Board of Directors and staff, shall assist the University's Office of Development in its fund-raising activities and development programs with individuals, corporations, foundations, and other external organizations.

2.3 The Foundation, acting through its Board of Directors and staff, shall solicit, accept and transfer funds for the purchase of University equipment and supplies; for the construction, renovation and/or improvement of the University's physical facilities; for the support of faculty, staff and student travel and research; for the support of faculty professorships, lectureships and endowed chairs; for the support of student scholarships; and for the support of other educational, research, cultural, scientific, public service and charitable programs and activities. When soliciting funds on behalf of the University, the Foundation agrees to accept only those gifts that are consistent with the University's missions, goals and obligations.

2.4 The Foundation shall receipt, acknowledge and express appreciation for all contributions of donors made on behalf of the University or of the Foundation, and shall keep accurate and current records of all such contributions made directly to the University or to the Foundation. Assets of the Foundation shall be maintained pursuant to the Uniform Management of Institutional Funds Act (UMIFA) or Uniform Prudent Management of Institutional Funds Act (UPMIFA) as promulgated by the State of Mississippi. The University shall have rights of inspection of Foundation records. Such rights shall be afforded to the IHL, if so desired. The Foundation must manage all funds in its control in a fiscally sound and prudent manner.

2.5 The Foundation may enter into contracts for professional, advisory or other personal services in carrying out its duties, but any such contracts entered into after the execution of this Agreement shall not exceed 2 years.

2.6 The Foundation shall maintain its separate financial and accounting records in accordance with generally accepted accounting principles applicable for its industry. The Foundation must cause to be prepared annual financial statements of the

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 49 OF 319

condition of the Foundation, which shall include such detail as the IHL Board may from time to time require; The Foundation must also engage a Certified Public Accounting (CPA) firm to perform annual audits of the Foundation's annual financial statements; The Foundation shall submit the audited financial statements, along with a list of Foundation officers, directors or trustees, not later than five months following the completion of the Foundation's fiscal year, to the affiliated university's IEO and to IHL; However, the annual audited financial statements of some of the Foundation will be required for inclusion in the State of Mississippi's Comprehensive Annual Financial Report (CAFR); Those Entities which will be required to submit annual audited financial statements for inclusion in the CAFR, as determined by the IHL Board's Deputy Commissioner of Finance and Administration and the external auditing firm hired to perform the annual IHL system audit, must submit annual audited financial statements to the affiliated university's IEO and to the IHL, along with a list of Foundation officers, directors or trustees, by October 15 of each year; The IHL Board's Deputy Commissioner of Finance and Administration shall notify each such Foundation of the applicability of the October 15 deadline to such Foundation as far in advance of the deadline as possible each year; The CPA firm to be utilized by the Foundation must be approved by the IHL Board and all requests for approval of the CPA firm must be submitted to the IHL Board for approval not later than three months prior to the end of the Foundation's fiscal year for which the audit will be conducted; Unless approval is specifically granted for multiple years, approval of a firm by the IHL Board for one year does not constitute approval for other years, and requests for approval of the CPA firm must be submitted on an annual basis; However, at the request of the Foundation, the IEO of a university, with the approval of the IHL Board, may grant a request of the Foundation to waive the requirement of an annual audit by a CPA firm on a showing of adequate grounds, such as a showing that the assets of the Foundation are so limited as to make the expense of engaging a CPA firm to perform an audit financially burdensome to the Foundation and unnecessary; Such a waiver may be conditioned upon such other review of the financial records of the Foundation in lieu of an audit as the University and the IHL may deem feasible; Such a request for a waiver must be accompanied by (a) the most recent annual audited financial statements of the Foundation (if any such statements exist), (b) the financial statements of the most recently completed fiscal year, (c) a written description of how the Foundation anticipates that the year-end financial statements for the current year will differ from the financial statements as of the end of the most recently completed fiscal year, and (d) a good faith estimate of the cost of engaging an auditor with respect to the statements; The granting of any request to waive the requirement of an annual audit by a CPA firm approved by the IHL is within the sole discretion of the University and the IHL Board; Any waiver of the audit requirement will apply only for one year, and any request to waive the requirement for the next year should be submitted as outlined above.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 50 OF 319

2.7 The Foundation acknowledges and agrees that the University owns all copyright, interest in and right to all trademarks, trade names, logos and service marks developed by the University for use by the Foundation, including all such trademarks, service marks and trade names historically associated with the Foundation.

2.8 The Foundation shall maintain a conflict-of-interest policy that complies with all requirements of Miss. Code Ann. §79-11-269 (1972), as amended from time to time.

2.9 All gifts received by the Foundation shall be receipted and deposited in a timely manner in accordance with the directive of the donor. All gifts received by the University shall be immediately forwarded to the Foundation for acknowledgment to ensure proper receipting and recording of all gifts. Gifts made to the University shall be accounted for and ownership maintained by the University; gifts made to the Foundation shall be accounted for and ownership maintained by the Foundation. However, checks made payable to the University will be transferred to the Foundation if a gift agreement, pledge, or expectancy exists between the donor and the Foundation. If a check is made payable to the University and no gift agreement, pledge, or expectancy exists between the Foundation and the donor, the donor will be contacted to clarify his/her intent. It will be explained that, in most situations, it is the University's desire to have funds held within the Foundation. The intent of the donor will then control the delivery and ownership of the funds. If a situation exists where the Foundation has deposited a gift directly intended solely for the University, the Foundation shall immediately deposit into the appropriate University account funds designated for such account.

2.10 The Foundation shall perform any and all other acts and activities on behalf of the University, as the Foundation deems appropriate, in carrying out the purposes and mission of the University, so long as consistent with the governing documents of the Foundation. In order to perform duties herein this agreement, the Foundation may use a percentage of the annual restricted funds, assess fees for services, or impose charges against managed funds to support its operations. The Foundation will inform the University of the implementation of, or changes to, any assessment of fees.

2.11 The President of the Foundation shall promptly notify the President of the University and the IHL, in writing, if any of the following events ("Reportable Events") occur:

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 51 OF 319

1. The Foundation has materially breached any of its contractual obligations under the Agreement;
2. The Foundation has materially failed to properly receive, apply, manage or disburse any funds or has materially failed to properly comply with any binding instructions from donors relating to those funds;
3. The Foundation has engaged in any conduct that is prohibited or subject to sanction under state or federal law, including any and all requirements applicable to tax exempt organizations;
4. There has been a failure by the Foundation or any of its officers and directors to comply with any conflict of interest requirements created by applicable state or federal law or by the governing documents or procedures of the Foundation;
5. Any state or federal regulatory body begins any investigation of any matter that may have a significant financial or regulatory effect on the Foundation or upon its status as a tax exempt organization; or
6. The Foundation has contracted with or entered into any business or pecuniary relationship with any of its board members, other than a full time employee of the Foundation, or any Foundation controlled directly or indirectly by the board member, which would reasonably be expected to provide for payment or benefits to that person exceeding the value of \$50,000 in any calendar year; The previous sentence creates a duty for the Foundation to report any such transaction but does not suggest or imply that all such transactions are either prohibited or permitted.

2.12 If requested by the University, the Foundation shall provide any and all information and allow the inspection of all records relating to the operation or management of the Foundation or any funds contributed to, received by, expended by or managed by the Foundation. To the extent that information is inspected, reviewed or received by the President of the University or his/her designees with respect to the identity of donors who have expressly stated they wish to remain anonymous, or with respect to any information relating to the identification, cultivation and solicitation of donors, or with respect to personal, commercial or proprietary information relating to a donor or his/her family or business, such information shall be treated as confidential by the University President and any designee who may acquire such information. The University is expected to take appropriate safeguards to assure that such information is utilized or disseminated only in a manner that is appropriate under the circumstances. Such inspection rights are also extended to the IHL acting upon its minutes, however, it is understood that the appropriate extent of any disclosure or other use of the information is in the discretion of the IHL and, further, any decision to release any personal, commercial

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 52 OF 319

or proprietary information or to release any information that would identify any particular donor shall be made by the IHL acting upon its minutes.

ARTICLE 3. COMPLIANCE

3.1 The Foundation shall comply with any and all federal and state laws and regulations and shall comply with any compliance and regulatory guidelines as may be required by the Board.

3.2 The provisions of the affiliation agreement shall apply to any and all entities owned or controlled by the Foundation, with the exception of a special purpose entity created for the sole and specific purpose of utilization as a financing vehicle for the private financing of university auxiliary facilities by a private developer using the alternate dual-phase design-build privately financed construction method, as specially authorized by Miss. Code Ann. Section 37-101-41, et seq. (1972), as amended. If the use/purpose of any such special purpose entity ever changes, the special entity would then be required to comply with any and all provisions of the affiliation agreement between the university and any Entity which owns or controls the special purpose entity.

ARTICLE 4. INSURANCE

4.1 The Foundation shall maintain insurance coverage as deemed appropriate by the Foundation's Board of Directors, including the bonding of its officers and employees and shall maintain Directors and Officers liability insurance on members of its Board of Directors and officers, while performing as such.

ARTICLE 5. REPORTING

5.1 As set forth in Section 2.6 of this Agreement, the Foundation shall, by December 1 of each year during this Agreement, submit to the University' chief financial officer and to the IHL its annual audited financial statements for the prior fiscal year. Such submission shall also include a list of Foundation officers, directors or trustees. The Foundation shall submit an annual report providing a detailed list of any supplemental compensation which was provided to the University for the purpose of providing any additional compensation to administrators, faculty or other University employees, it being agreed that any such payments shall only be made through the University's payroll system and with University President's approval. Understanding that no form of additional compensation may be underwritten for the University President or for any IHL system office employee without IHL approval, the Foundation shall also provide documentation of approval from the IHL of any supplemental compensation provided to

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 53 OF 319

the University President or provided to the University for purposes of supplementing the President's salary.

5.2 In order to facilitate transparency, the Foundation shall also maintain on its website, for public and University inspection, a copy of this Agreement along with its annual report and other documents related to the Foundation's mission and operations.

5.3 The President of the Foundation shall submit to the President of the University and the IHL a signed certification statement annually, before January 31 of each year, which affirmatively states that the Foundation has examined its donor records and business transactions occurring during its fiscal year ending within the prior calendar year, and that to the best of its knowledge, there is no evidence that any Reportable Events occurred, other than those which have been duly reported to the President of the University and the IHL, as required above. The President of the Foundation shall re-affirm that, in the event he/she becomes aware of any such Reportable Events, the President of the Foundation will immediately notify, in writing, the President of the University.

ARTICLE 6. TERMINATION AND RENEWAL

6.1 This Agreement shall expire on December 31, 2015, if not renewed by mutual consent of the parties before that date.

6.2 The University may terminate this Agreement without cause with thirty (30) days written notice to the Foundation and with the prior approval of the IHL, acting upon its minutes.

6.3 The University may terminate this Agreement for cause, without notice to the Foundation but with notice to the IHL and prior approval of the IHL, acting upon its minutes. The Foundation may not terminate the agreement without the consent of the IEO and the IHL Board.

6.4 Upon termination and non-renewal of this Agreement, (1) the Foundation shall cease to use and shall not assign or delegate the authority to use the University's name or registered marks or logos to any person or entity without the written approval of the University President, (2) the Foundation shall remit any and all unrestricted funds held for the benefit of the University to such entity as designated in writing by the University President on behalf of the University, (3) the Foundation shall work in concert with its donors, to the extent practicable and allowed by law, to move any restricted funds held for the benefit of the University to such entity as designated in writing by the University President on behalf of the University, (4) the Foundation shall work in concert

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 54 OF 319

with persons or entities with which it had contractual relations to the extent practical and allowed by law, to assign any contracts to such entity as designated by the University President; and (5) the Foundation shall work in concert with the University to provide the University or its designee with records and materials of the Foundation as are necessary to continue the business and/or wind up the affairs of the Foundation.

6.5 The Foundation agrees to cease using University's name, marks, and logos in the event that the Foundation dissolves, ceases to be a non-profit corporation or ceases to be recognized by the Internal Revenue Service as a tax exempt entity under Section 501(c)(3) of the Internal Revenue code.

6.6 The University and the Foundation have a long history of mutual cooperation and support. To further this relationship, the University President will approve nominations to the Foundation's Board of Directors. In addition, Foundation Board Members shall be elected to terms not to exceed three years and no less than one-third of the Board Members shall be elected in a single year. Although a director may be elected to more than one term, the approval process and rotation required shall work to maintain alignment between the Foundation and the mission of the University. If the University President determines that the cooperation between the University and the Foundation is not in place and is, as a result, detrimental to the best interests of the University, the President shall notify the Commissioner of Higher Education. The IHL shall attempt to reconcile the parties, including mediation if advisable. If, however, the IHL determines and notifies the University President that it is in the best interests of the University to substitute new members of the Board of Directors of the Foundation, the University President may direct that, at the expiration of a ninety-day period, the terms of office of 100% of the Directors shall be deemed to have expired. Upon such event, a five- person Commission shall be selected as follows: (1) one member appointed by the University President, (2) one member appointed by the IHL, (3) one member appointed by the Board of Directors of the Alcorn State University Alumni Association, and (4) two members appointed from within and by the group of donors to the University whose lifetime outright giving to the University, through the ASU Foundation, exceeds \$50,000; however, this donor group may not appoint as a member of the Commission anyone who at the time of the appointment is serving as (i) a University or IHL employee or (ii) an employee, officer, trustee, or director of any University affiliated support organization or foundation. The Commission shall then appoint, within the ninety-day period, by majority vote, members to the Board of Directors to replace the Directors whose terms shall be deemed to have expired. The reconstituted Board of Directors shall then elect new officers of the Foundation.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 55 OF 319**

6.7 In the unlikely event that the Commission, as described in 6.6 above, shall appoint a new Board of Directors for the Foundation, it is expressly understood that any, or all, of the previous Foundation board members may be reelected by this Commission to serve.

ARTICLE 7. MISCELLANEOUS PROVISIONS

7.1 This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the State of Mississippi.

7.2 The parties agree that the Foundation is not an agent or employee of the University, and nothing in this Agreement creates an employment or other agency relationship between the parties.

7.3 Neither the University nor the Foundation shall have any liability for the obligations, acts, or omissions of the other party.

7.4 The parties agree that the Foundation is a private, independent entity and, as such, is not governed by the IHL, but rather has its own governing Board of Directors. Accordingly, to the extent permitted by the laws of the State of Mississippi applicable to a public institution of higher learning, each party to this Agreement shall be responsible for its own obligations, acts or omissions.

7.5 The University and Foundation agree that the Foundation's donor and giving records and any other financial or commercial information possessed by the Foundation or provided by the Foundation to the University concerning individuals or corporations that provide Foundation financial support are confidential and proprietary. Except for the provisions of Section 2.12 above, unless required to disclose such information by applicable law, the University and Foundation agree not to disclose to third parties and to keep confidential the giving records, giving history and financial or commercial information of individuals and corporations that provide financial support to the Foundation.

7.6 In the performance of this Agreement, the Foundation shall not deny employment opportunities to any person on the basis of race, color, religion, ethnic group identification, sex, age, physical or mental disability, medical condition, or veteran's status. The Foundation agrees to comply with all non-discriminatory laws and policies that the University promulgates and to which the University is subject.

7.7 The parties hereto acknowledge that this Agreement sets forth the entire agreement and understanding of the parties hereto as to the subject matter hereof, and

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 56 OF 319**

shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

7.8 The provisions of this Agreement are severable, and in the event that any provisions of the Agreement shall be determined to be invalid or non-enforceable under any controlling body of the law, such invalidity or non-enforceability shall not in any way affect the validity or enforceable nature of the remaining provisions hereof.

7.9 The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of the Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

7.10 This Agreement shall not be assigned or otherwise transferred by either party without the prior written consent of the other, which consent shall not be unreasonably withheld.

7.11 The Foundation's obligations pursuant to this Agreement shall also extend, as applicable, to any entity it owns or controls.

ARTICLE 8. NOTICE

8.1 Any notice to either party hereunder shall be in writing signed by the party given it, and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified or overnight mail, or when sent by Federal Express or a comparable service, or hand-delivered, when addressed as follows:

To the University:
Norris Allen Edney
Interim President
Alcorn State University
1000 ASU Drive #359
Alcorn State, MS 39096

To the Foundation:
Robert D. Gage, IV
Chair, Board of Directors
ASU Foundation
1000 ASU Drive #810
Alcorn State, MS 39096

or to such other addressee as may be hereafter designated by written notice.

IN WITNESS WHEREOF, the University and the Foundation, acting through the President of the University and the Chair of the Board of Directors of the Foundation, respectively, execute this Agreement on ____ day of _____ to be effective on December 1, 2010.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 57 OF 319**

ALCORN STATE UNIVERSITY

By: _____
Norris Allen Edney, Interim President

ALCORN STATE UNIVERSITY
FOUNDATION

By: _____
Robert D. Gage, IV, Chair, Board of
Directors

By: _____
Stephen L. McDaniel, Executive
Director

ACKNOWLEDGMENT

State of Mississippi
County of Claiborne

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Norris Allen Edney, known by me to be the Interim President of Alcorn State University, who executed the aforesaid Agreement, on this the _____ day of _____, 2010, on behalf of Alcorn State University being duly authorized so to do.

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

State of Mississippi
County of Claiborne

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Robert D. Gage, IV, known by me to be the Chair of the Alcorn State University Foundation, who executed the aforesaid Agreement on this the _____ day of _____, 2010, for and on behalf of The Alcorn State University Foundation, being duly authorized so to do.

Notary Public

My Commission Expires:

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 58 OF 319**

ACKNOWLEDGEMENT

State of Mississippi
County of Claiborne

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Stephen L. McDaniel, known by me to be the Executive Director of the Alcorn State University Foundation, who executed the aforesaid Agreement on this the _____ day of _____, 2010, for and on behalf of The Alcorn State University Foundation, being duly authorized so to do.

Notary Public

My Commission Expires:

STAFF RECOMMENDATION: Board staff recommends approval of this item.

8. DSU - APPROVAL OF PROPOSED AFFILIATION AGREEMENT BETWEEN DELTA STATE UNIVERSITY AND DELTA STATE UNIVERSITY FOUNDATION, INC.

Delta State University (DSU) requests Board approval of the below proposed affiliation agreement between DSU and the DSU Foundation, Inc. The proposed agreement meets the requirements of Board Policy 301.0806 Foundation/Affiliated Entity Activities.

This Agreement is made and entered into effective as of the 1st day of January, 2011 (the effective date) by and between Delta State University, a state institution of higher learning, organized and existing under the laws of the State of Mississippi (the "University"), and the Delta State University Foundation, Inc., a not-for-profit corporation duly chartered pursuant to the laws of the State of Mississippi (the "Foundation"). This Agreement is designed to govern the relationship between the University and the Foundation by setting forth the terms and conditions under which the University will provide certain support and services for the Foundation and the Foundation will provide certain support and services for and on behalf of the University.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 59 OF 319**

PREAMBLE

WHEREAS, the Foundation was organized and incorporated in 1967 for the purpose of stimulating voluntary private support from alumni, parents, friends, corporations, foundations, and others, to the benefit of the University;

WHEREAS, the Foundation is a not-for-profit corporation exempt from Federal income tax as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, for the purposes outlined in its Charter of Incorporation filed February 21, 1967, a copy of which is attached to this Agreement as Exhibit A;

WHEREAS, the University has the authority and right to enter into agreements with affiliated Section 501(c)(3) not-for-profit organizations, subject to the Board of Trustees of State Institutions of Higher Learning(the "Board" or "IHL") Policy 301.0806 (the "Policy");

WHEREAS, the Board Policy acknowledges that the independent nature of the Foundation provides flexibility to the University in fiscal management and responsiveness;

WHEREAS, the Foundation has the responsibility under its mission statement and as a tax-exempt not-for-profit corporation to use its resources in a responsible and effective manner to operate exclusively for the benefit of the University and its students, alumni, faculty and staff to promote, encourage and assist all forms of educational, scientific, literary, research and service activities provided by the University, all for the public welfare as outlined in its Charter of Incorporation;

WHEREAS, the Foundation aspires to assist the University in the building of endowments and in addressing (through financial support) the long-term academic priorities of the University;

WHEREAS, the Foundation is responsible for identifying potential donor and nurturing the relationships of such persons, solicitation of cash, real and intellectual property; securities and other forms of direct support for the University, and the acknowledging of gifts and all ongoing responsibilities related to such gifts;

WHEREAS, the Foundation, in connection with its fund-raising and asset management activities, retains personnel experienced in the planning for and management of private contributions and works with the University to assist and advise in such activities;

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 60 OF 319**

WHEREAS, the University owns certain real property situated at 1003 West Sunflower Road, Cleveland, Mississippi. The offices of the Foundation are located in this facility which is part of the campus of the University;

WHEREAS, the University and the Foundation anticipate that the Foundation will provide the University with specified services and facilities in carrying out its mission;

WHEREAS, the University and the Foundation anticipate that the University will provide the Foundation with specified services and facilities in carrying out its mission;

WHEREAS, the University and the Foundation desire to define the arrangement concerning services, facilities, premises and activities in support of each other as set forth in this Agreement; and

NOW, THEREFORE, in consideration of the premises, mutual covenants and agreements contained herein and for good and valuable consideration, the adequacy of which is hereby acknowledged, the University and the Foundation do hereby agree as follows:

ARTICLE 1. UNIVERSITY OBLIGATIONS AND SERVICES

1.1 Pursuant to Section 2.2 hereof, the Foundation shall be responsible, for and on behalf of the University, for all fund-raising efforts and for the management and investment of funds that originate with those activities. The University shall cooperate with the Foundation in the development of the University's fund-raising programs, including providing information, data, plans, speakers and facilities for meetings on the University campus, and such other materials and services that may reasonably be necessary for the successful conduct of such programs and capital campaigns.

1.2 The President of the University may provide to the Foundation annually a list of private gift funding priorities for consideration by the Foundation in its fund-raising efforts. The Foundation is authorized to accept designated-use or restricted gifts from donors on behalf of the University as well as undesignated or unrestricted funds.

1.3 The University shall provide to the Foundation offices and utilities adequate for the performance of the obligations and services of the Foundation.

1.4 The University shall provide full accounting services for related services agreed to by the University, which approval shall not be unreasonably withheld.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 61 OF 319

1.5 The University shall provide to the Foundation technology support services, including but not limited to, telephone, fiber optic internet cable connection, as well on line access to such University files as are relevant to the business and purpose of the Foundation.

1.6 The University shall provide support services to the Foundation of the type provided to University departments on a cost reimbursement basis (where applicable) including, but not limited to, custodial services, printing and publication services, audio-visual, event-scheduling, motor pool and, to the extent permitted by law, use of the University mail system and protection of the University Police Department.

1.7 The Foundation may utilize, with the approval of the University, which approval shall not be unreasonably withheld, such University administrative, professional and other employees as are needed to carry out the purpose of the Foundation. The University shall provide payroll services, including the allocation of related employee benefits.

1.8 Foundation staff shall be employees of the University and eligible for all University employment benefits.

1.9 The President and Vice President, Finance and Administration of the University shall serve ex officio as non-voting members of the Foundation's Board of Directors. Also seated will be a faculty representative who is to be appointed by the Foundation's Board of Directors as an ex-officio, non-voting member of the Foundation's Board of Directors. No University employee or other persons directly or indirectly employed by the IHL shall serve as a voting member of the Foundation's Board of Directors.

1.10 Requests by a duly certified University employee shall constitute a representation or certification by the University employee that the disbursement being requested has been approved in accord with established University procedures. The Foundation shall be relieved of any liability arising from a disbursement made pursuant to the provisions of this Section of the Agreement.

1.11 The President of the University shall submit a request to the Foundation for utilization of University unrestricted gifts received by the Foundation in the following fiscal year. The Foundation shall, consistent with the goals and priorities established by the University, incorporate the University's request into its operating budget and may allocate unrestricted gifts accordingly to the extent funds are available. The University President shall routinely update the Foundation on the University initiatives involving

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 62 OF 319

private support to ensure that Foundation and University personnel are informed of fund raising needs and objectives.

1.12 To assist the Foundation in discharging its services and obligations under this Agreement and in soliciting, developing and generating private and corporate support for the University, the University grants the Foundation the following rights:

- a. A non-exclusive, non-transferable license to use University trademarks, service marks and logos consistent with University policy, including but not limited to a license to use marks developed by the University for use by the Foundation;
- b. An exclusive, transferable license to use University trademarks, service marks and trade names historically associated with the Foundation;
- c. The designation of the Foundation as a University affiliated entity;
and
- d. Such other rights, privileges or benefits as the University President, in his/her sole discretion, may determine will assist the Foundation in discharging its services and obligations under this Agreement.

1.13 The University's name and registered marks and logos have great economic and public relations value to the University, its faculty, staff, alumni and students. The Foundation shall not assign or delegate the authority to use University's name or registered marks or logos to any person or entity without the written approval of the University.

ARTICLE 2. FOUNDATION OBLIGATIONS AND SERVICES

2.1 The Foundation's primary purpose is to provide support to the University in accord with the provisions of its Charter of Incorporation, which support includes, but is not limited to, receiving, soliciting, accepting, holding, administering, investing, disbursing funds for the University to use for its educational purposes.

2.2 The Foundation shall be responsible, for and on behalf of the University, for all fund-raising efforts and for the management and investment of funds that originate from those activities. The Foundation may accept undesignated or unrestricted funds and designated-use or restricted funds from donors on behalf of the University or the Foundation. The Foundation shall be responsible for receipting, acknowledging, accounting for, managing and investing these funds, as well as for researching, identifying and maintaining biographical and gifting records of potential and actual donors to the University and the Foundation. The Foundation shall assist the University

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 63 OF 319

in its fund-raising activities and development programs with individuals, corporations, foundations, governmental and other external organizations. The Foundation shall perform the following:

- a. Coordinate the Foundation's annual giving program with the University's alumni office;
- b. Coordinate all organized fund-raising projects with the University;
- c. Provide expertise, assistance, and training for the University's administration, faculty, and staff for development and fund-raising task;
- d. Conduct its public relations and publication program in coordination with the University's office of public relations; and
- e. Maintain a well-coordinated donor relations program in an effort to minimize overlap and over-solicitation of current and prospective donors.

2.3 In accord with the provisions of its Charter of Incorporation, the Foundation shall solicit and transfer funds to the University for educational, research, cultural, scientific, literary, public service and charitable programs and activities; for the support of scholarships, endowments, research, professorships, fellowships and lectureships; for improving and enlarging the educational facilities and activities of the University; to acquire specialized laboratory equipment; to erect buildings; to supplement building construction funds; and for the support of similar and related purposes. When soliciting funds, the Foundation agrees to accept only those gifts that are consistent with the University's missions, goals and obligations and in accordance with the Foundation's Charter of Incorporation.

2.4 The Foundation shall receipt, acknowledge and express appreciation for all contributions of donors made on behalf of the University or of the Foundation, and shall keep accurate and current records of all such contributions made directly to the University or to the Foundation. Assets of the Foundation shall be maintained pursuant to the Uniform Management of Institutional Funds Act (UMIFA) or Uniform Prudent Management of Institutional Funds Act (UPMIFA) as promulgated by the State of Mississippi. The Foundation shall manage all funds under its control in a fiscally sound and prudent manner. The University shall have rights of inspection of Foundation records. Such rights shall be afforded to the IHL, if so desired.

2.5 The Foundation may enter into contracts for professional, advisory or other personal services in carrying out its duties, but any such contracts entered into after the execution of this Agreement shall not exceed 2 years.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 64 OF 319

2.6 The Foundation shall maintain its separate financial and accounting records in accordance with generally accepted accounting principles.

2.7 The Foundation acknowledges and agrees that the University owns all copyright, interest in and right to all trademarks, trade names, logos and service marks developed by the University for use by the Foundation, including all such trademarks, service marks and trade names historically associated with the Foundation.

2.8 The Foundation shall maintain a conflict-of-interest policy that complies with all requirements of Miss. Code Ann. §79-11-269 (1972), as amended from time to time.

2.9 The Foundation shall deposit into the appropriate University account any funds which are received by the Foundation designated for a University account.

2.10 The Foundation is authorized and may commingle for investment purposes undesignated or unrestricted funds with designated-use or restricted funds. However, the Foundation shall separately account for the income and expenses of the undesignated or unrestricted funds and the designated-use or restricted funds.

2.11 The Foundation is authorized and may commingle for investment purposes University funds with Foundation funds. However, the Foundation shall separately account for the income and expenses of the University funds and the Foundation funds.

2.12 Distributions from the designated-use or restricted endowment funds, at the payout established by the Foundation and the University, shall be transferred to the University, at an agreed-upon time, depending on the nature of the purpose to be funded. Distributions of current (custodial) designated-use or restricted funds will be made on an on-demand basis following a formal requisition request and verification that funds are available in the respective department's account.

2.13 Distributions of unrestricted funds which have been approved and budgeted by the Foundation and the University shall be made in a fashion identical to that described Section 2.12 above. Any request for items to be paid from unrestricted funds for and above budgeted items is to be approved by the Foundation.

2.14 The Foundation shall perform any and all other acts and activities on behalf of the University, as the Foundation deems appropriate, in carrying out the purposes and mission of the University, so long as consistent with the governing documents of the Foundation.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 65 OF 319**

2.15 The Foundation Executive Director shall promptly notify the President of the University and the IHL, in writing, if any of the following events ("Reportable Events") occur:

- a. The Foundation has materially breached any of its contractual obligations under the Agreement;
- b. The Foundation has materially failed to properly receive, apply, manage or disburse any funds or has materially failed to properly comply with any binding instructions from donors relating to those funds;
- c. The Foundation has engaged in any conduct that is prohibited or subject to sanction under state or federal law, including any and all requirements applicable to tax exempt organizations;
- d. There has been a failure by the Foundation or any of its officers and directors to comply with any conflict of interest requirements created by applicable state or federal law or by the governing documents or procedures of the Foundation;
- e. Any state or federal regulatory body begins any investigation of any matter that may have a significant financial or regulatory effect on the Foundation or upon its status as a tax exempt organization; or
- f. The Foundation has contracted with or entered into any business or pecuniary relationship with any of its board members, other than a full time employee of the Foundation, or any Foundation controlled directly or indirectly by the board member, which would reasonably be expected to provide for payment or benefits to that person exceeding the value of \$50,000 in any calendar year. The previous sentence creates a duty for the Foundation to report any such transaction but does not suggest or imply that any such transaction is either prohibited or permitted.

2.16 If requested by the University, the Foundation shall provide any and all information and allow inspection of all records relating to the operation or management of the Foundation or any funds contributed to, received by, expended by or managed by the Foundation. To the extent that information is inspected, reviewed or received by the President of the University or his/her designees with respect to the identity of donors who have expressly stated they wish to remain anonymous, or with respect to any information relating to the identification, cultivation and solicitation of donors, or with respect to personal, commercial, or proprietary information relating to a donor or his/her family or business, such information shall be treated as confidential by the President and any designee who may acquire such information. The University is expected to take appropriate safeguards to assure that such information is utilized or disseminated only in a manner that is appropriate under the circumstances. Such inspection rights are also

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 66 OF 319**

extended to the IHL acting upon its minutes, however, it is understood that the appropriate extent of any disclosure or other use of the information is in the discretion of the IHL and, further, any decision to release any personal, commercial, or proprietary information or to release any information that would identify any particular donor shall be made by the IHL acting upon its minutes. The Foundation, in its discretion, may notify a donor whose information is being requested by the University or the IHL and inform them of the request.

ARTICLE 3. CONSIDERATION

3.1 The University and the Foundation agree that the services and obligations provided for by the University in Article 1 hereof are fair and appropriate in exchange for the services and obligations provided for by the Foundation in Article 2 hereof.

3.2 The Foundation shall assess a management fee on funds it manages and shall retain the short-term interest earned on deposited current-use funds.

3.3 Adjustments to the services and obligations in future fiscal years may be made as agreed to by the University and the Foundation.

ARTICLE 4. COMPLIANCE

4.1 Notwithstanding any other terms and conditions contained herein, the Foundation shall comply with the following:

a. Any and all federal and state laws and regulations, including but not limited to the Internal Revenue Code of 1986, as amended, laws relating to disclosure of personal, private, or confidential information, and all laws relating to any rights thereto;

b. It's Charter of Incorporation so as to maintain it's exemption from Federal income tax as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended; and

c. Any compliance and regulatory guidelines as may be required by the Board which are not inconsistent with the preceding provisions of this Section 4.1.

ARTICLE 5. INSURANCE

5.1 The Foundation shall maintain general liability insurance providing insurance coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate liability covering its employees and agents during the course and scope of their

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 67 OF 319**

employment, providing protection from general liability risks, including, but not limited to, protection against claims of sexual harassment, discrimination or other violations of law.

5.2 The Foundation shall maintain property insurance in an amount sufficient to provide full replacement of all insured property to insure against the loss of the real property and any improvements associated with the insured premises.

5.3 The Foundation shall maintain directors and officers liability insurance on members of its Board of Directors and officers, while performing as such.

ARTICLE 6. REPORTING

6.1 The Foundation shall prepare annual financial statements of its condition which shall include such detail as the IHL Board may from time to time require. The Foundation shall engage a Certified Public Accounting (CPA) firm to perform annual audits of the Foundation's annual financial statements. The Foundation shall submit its audited financial statements, along with a list of Foundation officers, directors or trustees, not later than five (5) months following the completion of the Foundation's fiscal year, to the President of the University and to the IHL.

6.2 The IHL Board's Deputy Commissioner of Finance and Administration and the external auditing firm hired to perform the annual IHL system audit shall determine if the Foundation is required to submit annual audited financial statements for inclusion in the State of Mississippi's Comprehensive Annual Financial Report (CAFR). If the annual audited financial statements of the Foundation are required to be included in the CAFR, the Foundation shall submit its annual audited financial statements to the President of the University and the IHL, along with a list of Foundation officers, directors or trustees, by October 15 of each year. The IHL Board's Deputy Commissioner of Finance and Administration shall notify the Foundation of the applicability of the October 15 deadline as far in advance of the deadline as possible each year.

6.3 The CPA firm to be utilized by the Foundation must be approved by the IHL Board and all requests for approval of the CPA firm must be submitted to the IHL Board for approval not later than three months prior to the end of the Foundation's fiscal year for which the audit will be conducted. Unless approval is specifically granted for multiple years, approval of a firm by the IHL Board for one year does not constitute approval for other years, and requests for approval of the CPA firm must be submitted on an annual basis.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 68 OF 319

6.4 At the request of the Foundation, the President of the University, with the approval of the IHL Board, may grant a request of the Foundation to waive the requirement of an annual audit by a CPA firm on a showing of adequate grounds, such as a showing that the assets of the Entity are so limited as to make the expense of engaging a CPA firm to perform an audit financially burdensome to the Foundation and unnecessary. Such a waiver may be conditioned upon such other review of the financial records of the Foundation in lieu of an audit as the University and the IHL may deem feasible. Such a request for a waiver must be accompanied by (a) the most recent annual audited financial statements of the Foundation (if any such statements exist), (b) the financial statements of the most recently completed fiscal year, (c) a written description of how the Foundation anticipates that the year-end financial statements for the current year will differ from the financial statements as of the end of the most recently completed fiscal year, and (d) a good faith estimate of the cost of engaging an auditor with respect to the statements. The granting of any request to waive the requirement of an annual audit by a CPA firm approved by the IHL is within the sole discretion of the University and the IHL Board. Any waiver of the audit requirement will apply only for one year, and any request to waive the requirement for the next year should be submitted as outlined above.

6.5 The Foundation shall submit an annual report providing a detailed list of any supplemental compensation provided to administrators, faculty, athletic staff, and other University employees, provided however that there may be appropriate exceptions made for such compensation by the University out of funds routinely provided to the University to be included in its budget, and it being agreed that any such payments shall only be made through the University's payroll system and with the University President's approval. Understanding that no form of additional compensation may be underwritten for the University President or for any IHL system office employee without IHL approval, the Foundation shall also provide documentation of approval from the IHL of any supplemental compensation provided to the President of the University or provided to the University for purposes of supplementing the President's salary. Other than funds provided through endowed faculty chairs or funded faculty and/or staff positions, no salary supplements for University administrators, faculty, staff and employees unless specifically approved by the Foundation, are to be underwritten and paid by the Foundation.

6.6 In order to facilitate transparency, the Foundation shall also maintain on its website, as soon as reasonably possible after the execution of this Agreement, for public and University inspection, a copy of this Agreement along with copies of the most recent annual audited financial statements, Form 990, By-laws, Charter, listing of the members of its Board of Directors, its conflict of interest policy and its investment policy.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 69 OF 319

6.7 The Foundation Executive Director shall submit to the President of the University and the IHL a signed certification statement annually, before January 31 of each year, which affirmatively states that the Foundation has examined its donor records and business transactions occurring during its fiscal year ending within the prior calendar year, and that to the best of the Foundation Executive Director's knowledge, there is no evidence that any Reportable Events occurred, other than those which have been duly reported to the President of the University and the IHL, as required above. The Foundation Executive Director shall re-affirm that, in the event the Foundation Executive Director becomes aware of any such Reportable Events, the Foundation Executive Director will immediately notify, in writing, the President of the University.

ARTICLE 7. TERMINATION AND RENEWAL

7.1 This Agreement is for a five (5) year term ending December 31, 2015 and shall automatically renew for successive five (5) year terms unless terminated as provided for herein.

7.2 The University may terminate this Agreement without cause with thirty (30) days written notice to the Foundation and with the prior approval of the IHL, acting upon its minutes.

7.3 The University may terminate this Agreement for cause, without notice to the Foundation but with notice to the IHL and prior approval of the IHL, acting upon its minutes. The Foundation may not terminate the Agreement without the prior approval of the University President and IHL.

7.4 The following shall occur upon termination of this Agreement:

a. The Foundation shall cease to use and shall not assign or delegate the authority to use the University's name or registered marks or logos to any person or entity without the written approval of the President;

b. The Foundation shall remit any and all undesignated or unrestricted funds held for the benefit of the University to the University upon written notice from the President of the University and said funds shall become and be the property of the University for the use and benefit of the University, provided, however, that said funds shall be held by the University for perpetual use by the University for the purposes set forth in the Foundations' Charter of Incorporation filed February 21, 1967, as amended.

c. The Foundation shall work in concert with its donors, to the extent practical and allowed by law, to move any designated-use or restricted funds held

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 70 OF 319

for the benefit of the University to the University upon written notice from the President of the University and said funds shall become and be the property of the University for the use and benefit of the University, provided, however, that said funds shall be held by the University for perpetual use by the University for the purposes set forth in the Foundation's Charter of Incorporation filed February 21, 1967, as amended.

d. The Foundation shall work in concert with persons or entities with which it had contractual relations to the extent practical and allowed by law, to assign any contracts to such entity as designated by the University President;

e. The Foundation shall work in concert with the University to provide the University or its designee with records and materials of the Foundation as are necessary to continue the business and/or wind up the affairs of the Foundation; and

f. The Foundation shall retain sufficient funds or assets to pay all claims on liabilities of the Foundation which are not assigned or assumed by the University or another entity.

7.5 The Foundation agrees to cease using University's name, marks, and logos in the event that the Foundation dissolves, ceases to be a non-profit corporation or ceases to be recognized by the Internal Revenue Service as a tax exempt entity under Section 501(c)(3) of the Internal Revenue Code, as amended.

7.6 The University and Foundation expect there to exist a cooperative relationship between them. In the event that the University President determines that such cooperation is not in place and is thus, in the President's view, detrimental to the well being of the University, the President shall notify the IHL in order that the IHL may intervene to reconcile the differences between the University and the Foundation. However, if the differences can not be reconciled and the IHL determines and notifies the President that it is in the best interest of the University to substitute new members of the Board of Directors of the Foundation, the University President may direct the appointment of a five-person Commission whose members shall be selected as follows:

- a. One member appointed by the President of the University;
- b. One member appointed by the IHL;
- c. One member appointed by the Board of Directors of the Foundation;
- d. One member appointed by the Board of Directors of the Delta State University Alumni Association; and
- e. One member appointed by a majority vote of the then living members of the James Broom Society, or the then existing equivalent donor group with a lifetime giving of \$1,000,000.00 or greater; however, such donor group may not appoint as a

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 71 OF 319

member of the Commission anyone who at the time of such appointment is serving as an employee, officer, trustee, or director of any University affiliated support organization or foundation.

After the appointment of the Commission, the University President shall notify in writing each member of the Board of Directors of the Foundation that the member's membership on the Foundation's Board of Directors shall terminate within ninety (90) days of receipt of the written notice, or as soon thereafter as reasonably possible, and upon the appointment by the Commission of his/her successor to the Board of Directors who is duly elected and qualified by the Commission. The Commission shall during the ninety (90) day period following the President's written notice of termination to each Foundation Board of Director, elect by majority vote, successor members to the Board of Directors of the Foundation to replace the Board of Directors of the Foundation. The newly elected Board of Directors shall then elect new officers of the Foundation in accordance with the Foundation's Bylaws.

7.7 In the event that the Commission, as described in Section 7.6 above, appoints a new Board of Directors for the Foundation, it is expressly understood that any, or all, of the previous Foundation Board of Directors may be reelected by the Commission to serve as Board of Directors of the Foundation.

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the State of Mississippi.

8.2 The parties agree that the Foundation is not the agent or employee of the University, and nothing in this Agreement creates an employment or other agency relationship between the University and the Foundation.

8.3 Neither the University nor the Foundation shall have any liability for the obligations, acts, or omissions of the other party.

8.4 The University and the Foundation agree that the Foundation is a private, independent entity and, as such, is not governed by the IHL, but rather has its own governing Board of Directors. Accordingly, to the extent permitted by the laws of the State of Mississippi applicable to a public institution of higher learning, the University and the Foundation shall be responsible for its own obligations, acts or omissions as they relate to this Agreement.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 72 OF 319

8.5 The University and the Foundation agree that the Foundation's donor and giving records and any other financial or commercial information possessed by the Foundation or provided by the Foundation to the University concerning individuals or corporations that provide Foundation financial support are confidential and proprietary. Unless required to disclose such information by applicable law, the University and the Foundation agree not to disclose to third parties and to keep confidential the gifting records, gifting history and financial or commercial information of individuals, corporations and other entities that provide financial support to the Foundation.

8.6 The parties hereto acknowledge that this Agreement sets forth the entire agreement and understanding of the University and the Foundation as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the University and the Foundation.

8.7 The provisions of this Agreement are severable, and in the event that any provisions of the Agreement shall be determined to be invalid or non-enforceable under any controlling body of the law, such invalidity or non-enforceability shall not in any way affect the validity or enforceable nature of the remaining provisions hereof.

8.8 The failure of the University or the Foundation to assert a right hereunder or to insist upon compliance with any term or condition of the Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other.

8.9 This Agreement shall not be assigned or otherwise transferred by the University or the Foundation without the prior written consent of the other, which consent shall not be unreasonably withheld.

8.10 The provisions of this Agreement shall apply to any and all entities owned or controlled by the Foundation, with the exception of a special purpose entity created for the sole and specific purpose of utilization as a financing vehicle for the private financing of University auxiliary facilities by a private developer using the alternate dual-phase design-build privately financed construction method, as specially authorized by Miss. Code Ann. Section 37-101-41, et seq. (1972), as amended. If the use/purpose of any such special purpose entity ever changes, the special purpose entity would then be required to comply with any and all provisions of this Agreement between the University and the Foundation which owns or controls the special purpose entity.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 73 OF 319**

ARTICLE 9. NOTICE

9.1 Any notice to either the University or the Foundation hereunder shall be in writing signed by the party given it, and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified or overnight mail, or hand-delivered, when addressed as follows:

To the University:
John M. Hilpert
President
Delta State University
P.O. Box A-1
Cleveland, MS 38733

To the Foundation:
D. Keith Fulcher
Executive Director
Delta State University Foundation
P.O. Box 3141
Cleveland, MS 38733

With a Copy to:

Glover A. Russell, Jr., J.D.
Glover Russell, P.A.
120 N. Congress Street, Suite 600
Jackson, MS 39201

or to such other addressee as may be hereafter designated by written notice.

IN WITNESS WHEREOF, the University and the Foundation, acting through the President of the University and the President of the Foundation, respectively, execute this Agreement as of the _____ day of _____, 2010.

DELTA STATE UNIVERSITY

DELTA STATE UNIVERSITY
FOUNDATION, INC.

By: _____
John M. Hilpert, President

By: _____
_____, President

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 74 OF 319**

ACKNOWLEDGMENT

State of Mississippi
County of Bolivar

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, John M. Hilpert, known by me to be the President of Delta State University, who executed the aforesaid Agreement, on this the _____ day of _____, 2010, on behalf of Delta State University, being duly authorized so to do.

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

State of Mississippi
County of Bolivar

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named _____, known by me to be the President of Delta State University Foundation, Inc., who executed the aforesaid Agreement on this the _____ day of _____, 2010, for and on behalf of Delta State University Foundation, Inc., being duly authorized so to do.

Notary Public

My Commission Expires:

STAFF RECOMMENDATION: Board staff recommends approval of this item.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 75 OF 319**

9. JSU - APPROVAL OF PROPOSED AFFILIATION AGREEMENT BETWEEN JACKSON STATE UNIVERSITY AND THE JACKSON STATE UNIVERSITY NATIONAL ALUMNI ASSOCIATION, INC.

Jackson State University (JSU) requests Board approval of the below proposed affiliation agreement between JSU and the JSU National Alumni Association, Inc. The proposed agreement meets the requirements of Board Policy 301.0806 Foundation/Affiliated Entity Activities.

1. AGREEMENT

THIS AGREEMENT is made and entered into this the _____ day of _____ 2010, and by and between Jackson State University (Hereinafter "JSU") and the Jackson State National Alumni Association, Inc. (hereinafter referred to as the "Alumni Association" or "JSUNAA"); JSU and the Alumni Association will collectively be referred to as the "parties." The Alumni Association, under the terms of its operating by-laws will apply or distribute the available net income from activities and special investment funds for the benefit of JSU and the JSU will provide support services for the Alumni Association. Further, the parties believe it important to more clearly state the relationship of the parties.

This Agreement is to memorialize the understanding of the parties concerning the relationship of the parties. As a result, this Agreement is to be considered a complete and exclusive agreement between the parties that will supersede any prior contracts or agreements, whether written or oral, that may have existed between the parties.

The provisions of this Agreement shall apply to any and all entities owned or controlled by the Foundation, with the exception of a special purpose entity created for the sole and specific purpose of utilization as a financing vehicle for the private financing of university auxiliary facilities by a private developer using the alternate dual-phase design-build privately financed construction method, as specially authorized by Miss. Code Ann. Section 37-101-41, et seq. (1972), as amended. If the use/purpose of any such special purpose entity ever changes, the special purpose entity would then be required to comply with any and all provisions of the Agreement between the University and Foundation which owns the special purpose entity

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 76 OF 319**

2. PURPOSE

The Parties agree and covenant that the purpose of this Agreement is to provide the framework for establishing a cooperative relationship between the parties and the respective rights and duties of the parties with respect to fundraising, business operations, and asset management and enhancement of JSU.

3. TERM

This agreement shall have a term of five (5) years, beginning on the date of execution of this agreement and ending on the same date in five years unless renewed by the mutual agreement of the parties. The Agreement will automatically renew for an additional five (5) year term if notice of intent not to renew is not provided by at least one party within thirty (30) days of the end of the term. However, the Agreement may only be renewed at the end of such five year period with the prior approval of the IHL Board. The University may terminate this Agreement without cause with thirty (30) days written notice to the Association and with prior approval of IHL acting upon its minutes. In the event the agreement is terminated and either party elects to disassociate itself from the other, the assets of the Alumni Association shall be transferred to the University or to another 501 (c)(3) approved by the University for the benefit of the University. The Association may enter into contracts for professional, advisory or other personal services. Any such contracts for professional, advisory or other personal services entered into after the execution of this Agreement may not exceed two years in length.

4. RELATIONSHIP OF THE PARTIES

The parties understand and agree the relationship of the parties is a cooperative one, entered into freely between two independent entities, one a not-for-profit corporation organized and existing under the laws of the State as an education and charitable corporation, and the other as an organized education entity and existing under the laws of the State of Mississippi as an institution of higher education. To encourage, nurture, and maintain the cooperative relationship, the parties agree covenant that:

- A. The Executive Committee of the Alumni Association and the Director of Institutional Advancement shall meet at least annually to review and coordinate economic development, fundraising, community development, and technology plans of the university and the Alumni Association. The

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 77 OF 319**

plans shall be submitted by the respective committees to both for approval at the annual meetings.

- B. The Chief Executive Offices of the parties agree to periodically meet with Institutions of Higher Learning (IHL) Board members, and the IHL Commissioner at a mutually convenient time.
- C. If the University incurs expenses as a result of the Alumni Associations operations, the Alumni Association shall reimburse the University for those expenses, unless the University determines it would be bearing the expense in the absence of the Alumni Association.

5. ALUMNI ASSOCIATION

WHEREAS, The Alumni Association is organized for the support and advancement of JSU as well as support of charitable, scientific, literary, and educational purposes of JSU; it shall accordingly maintain a mission statement consistent with the general mission of JSU. The Alumni Association must manage all funds in a fiscally sound and prudent manner. To achieve this mission, the Alumni Association shall assist the University with:

- A. Managing contributions
- B. Handling transfers of funds or property
- C. Holding such property, real or personal wherever applicable
- D. Performing any acts deemed appropriate by the Board of Directors.
- E. Promoting and conducting alumni and public relations activities
- F. Obtaining public and private support
- G. Recruitment and retention of students
- H. Developing career opportunities for students
- I. Communicating with alumni and friends in support of JSU

6. UNIVERSITY SUPPORT

In consideration of the valuable support services provided to JSU, and to assist the Alumni Association in providing support to the University for the performance of its mission, its students, and staff, the University agrees and covenants that it shall:

- A. **COMMUNICATE NEEDS.** The University shall communicate with the Alumni Association to make the Association aware of University needs

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 78 OF 319

and priorities. The Alumni Association, in return, agrees to communicate to the University its ability and plans to fund such needs and priorities as well as the acceptance or solicitation of gifts.

- B. LICENSE FOR LOGOS/TRADEMARKS. The University shall grant the Alumni Association a non-exclusive, non-transferable license to use of the University's logo, seal, and other symbols or marks of the University in conjunction with University sanctioned economic/community development projects. The Alumni Association shall not have the right or authority to delegate or assign the use of any such University marks or symbol without the express written consent of the University's President. Further, the Alumni Association shall not represent that it is authorized to speak on behalf of the University or in any way bind the University to any enforceable obligation. Upon the termination of this agreement, the Alumni Association shall be prohibited from using the name, symbols, or trademarks of the University unless authorized by the University.
- C. MAINTENANCE AND JANITORIAL SERVICES. The University shall pay costs associated maintenance and janitorial services for the office space allocated to the Alumni Association.
- D. OFFICE SPACE. The University shall provide office space to the Alumni Association, subject to availability.
- E. RECOGNITION. The University agrees to designate the Association as an official affiliated entity of the University.
- F. UNIVERSITY FACILITIES. The University will provide the Alumni Association, with proper identification cards, access to parking, the University's libraries, and other University facilities.
- G. UNIVERSITY SERVICES. The University will provide computing systems and support services to the Alumni Association, through its President, on a cost reimbursement basis including, but not limited to, access to the University's telephone, campus mail system, printing services, and copying services.

If the University incurs expenses as a result of the Alumni Associations operations, including the provision of the above services, the Alumni Association shall reimburse the University for those expenses, unless the University determines it would be bearing the expense in the absence of the Alumni

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 79 OF 319**

Association.

7. MANAGEMENT OF ENDOWMENT FUNDS

Association that are placed with it in a manner that conforms to applicable state laws relating to investments by a fiduciary. However, the parties acknowledge the primacy of the Foundation as the University's endowment fund manager, and that Alumni Affairs will not be managing institutional assets.

8. FUNDING OF THE ALUMNI ASSOCIATION

The University and Alumni Associations agree that funding for the operation of the Alumni Association shall come from the resources of the Alumni Association and may also come from funds donated to the University for the specific purpose of support for the Alumni Association and its activities.

9. CONFIDENTIALITY

The University and Alumni Association agree that sensitive information related to each other and/or data will not be shared with outside parties. This clause includes sharing confidential information with parties that the University or the Alumni Association may be in a third-party contract with. If the Agreement between the parties is terminated, this clause is still in effect. This disclosure restriction is not applicable where operation of law requires disclosure or in such instances where disclosure is expressly authorized in this Agreement.

10. FUNDRAISING ACTIVITIES - RECEIPT OF RESTRICTED GIFTS

- a. The parties agree that the priorities for fund solicitations shall be established by the Office of Institutional Advancement and communicated at least annually, on or before 12/31 of each year by the University's President. The Alumni Association understands that the University has entered into an agreement with the Foundation, which authorizes said Foundation to support and engage in fundraising activities for the benefit of the University. Said agreement authorizes the Foundation to solicit funds, contributions, and donations according to the priorities established by the University. Moreover, the Alumni Association's Board may authorize fundraising priorities for economic development, research, and

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 80 OF 319

technology objectives not included in the University's Office of Institutional Advancement priorities but not in conflict with them. To the extent necessary to minimize conflict, the Alumni Association will consult with the Office of Institutional Advancement with paragraph 9.b. (below) regarding fundraising efforts.

- b. The Alumni Association understands that the University has designated the Office of Institutional Advancement as coordinator for all fund-raising activities for the benefit of the University, its academic areas, and departments. The Alumni Association will coordinate with the Office of Institutional Advancement to support the University's interests with respect to economic and community development, education, and other objectives of the Alumni Association.
- c. The parties agree that prior to accepting gifts of tangible personal property to be placed on the University's campus, or gifts of real estate or tangible personal property to be used directly for University programs, the Alumni Association will obtain the written approval of the University.
- d. Gifts made to the University must be accounted for and ownership maintained by the University. Gifts made to the Alumni Association must be accounted for and ownership maintained by the Alumni Association as long as this Agreement is in effect. Any institutional assets authorized to be managed by the Alumni Association must be subject to inspection and auditing by IHL and other appropriate state officials.
- e. The Alumni Association shall not accept any gift, donation, grant or enter into any transaction that creates any liability for the University, without advance written approval of the institutional executive officer.

11. LIMITATION ON PAYMENT TO UNIVERSITY EMPLOYEES

Implementation of economic and community development projects sponsored by the Alumni Association may be more effective if University faculty, staff and/or students are involved. However, the Alumni Association agrees it shall make no payment to any University employee in connection with economic/community development, education, or other projects sponsored by the Alumni Association unless it first shall have obtained the University's consent for the employees' and/or students' participation and remuneration. The Alumni Association agrees to pay stipends

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 81 OF 319

to staff/students that have been approved by the University or the Alumni Association agrees to reimburse the University for utilization of staff/students services. The University agrees and covenants that it shall not unreasonably withhold such approval. Compensation will not be made to the University President or an IHL office employee without the consent of IHL.

12. AUDITS AND REPORTING

The Alumni Association must cause to be prepared annual financial statements of the condition of the Alumni Association, which shall include such detail as the IHL Board may from time to time require. The Alumni Association must also engage a Certified Public Accounting (CPA) firm to perform annual audits of its annual financial statements. The Alumni Association shall submit the audited financial statements, along with a list of its officers, directors or trustees, not later than five months following the completion of the Alumni Association's fiscal year, to the University's President and to IHL. However, the annual audited financial statements may be required for inclusion in the State of Mississippi's Comprehensive Annual Financial Report (CAFR). If required to submit the annual audited financial statements for inclusion in the CAFR, as determined by the IHL Board's Deputy Commissioner of Finance and Administration and the external auditing firm hired to perform the annual IHL system audit, the Alumni Association must submit the annual audited financial statements to the President and IHL, along with a list of its officers, directors or trustees, by October 15 of each year. The IHL Board's Deputy Commissioner of Finance and Administration shall notify the Alumni Association of the applicability of the October 15 deadline as far in advance of the deadline as possible each year. The CPA firm to be utilized must be approved by the IHL Board and all requests for approval of the CPA firm must be submitted to the IHL Board for approval not later than three months prior to the end of the Alumni Association's fiscal year for which the audit will be conducted. Unless approval is specifically granted for multiple years, approval of a firm by the IHL Board for one year does not constitute approval for other years, and requests for approval of the CPA firm must be submitted on an annual basis. However, at the request of the Alumni Association, the President of the University, with the approval of the IHL Board, may grant a request of the Alumni Association to waive the requirement of an annual audit by a CPA firm on a showing of adequate grounds, such as a showing that the assets of the Alumni Association are so limited as to make the expense of engaging a CPA firm to perform an audit financially burdensome and unnecessary. Such a waiver may be conditioned upon such other review of the financial records of the Alumni Association in lieu of an audit as the University and the IHL may deem feasible. Such a request for a waiver must be accompanied by (a) the most recent annual audited financial statements of the Alumni Association (if any exist), (b) the financial statements of the most recently

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 82 OF 319

completed fiscal year, (c) a written description of how the Alumni Association anticipates that the year-end financial statements for the current year will differ from the financial statements as of the end of the most recently completed fiscal year, and (d) a good faith estimate of the cost of engaging an auditor with respect to the statements. The granting of any request to waive the requirement of an annual audit by a CPA firm approved by the IHL is within the sole discretion of the University and the IHL Board. Any waiver of the audit requirement will apply only for one year, and any request to waive the requirement for the next year should be submitted as outlined above.

An annual report must be submitted to the University President providing a detailed list of any supplemental compensation which was submitted to the University for purposes of providing additional compensation to administrators, faculty, athletic staff, or other employees. The parties recognize that any form of compensation provided by the Alumni Association to the University's President must first be requested through the Commissioner of the IHL Board and then approved by the IHL Board prior to such payment being made.

The Alumni Association cannot present any form of additional compensation for the institutional executive officer ("IEO" or "University President") or IHL system office employee without prior approval of the Board. The request for approval shall come through the Commissioner to the IHL Board; As to other university employees, the Affiliation Agreement will provide that no form of additional compensation may be provided or paid by the Entity without the prior approval by the IEO; All such approvals by the IEO must be reported to the Board of Trustees at its next official meeting; This provision does not apply to transfers from the Entity to the supported university for items such as professorships, chairs, and other programmatic support that are paid directly to the university and included in its annual budget;

The Association shall promptly notify the President of the University and the IHL, in writing, if any of the following events ("Reportable Events") occur:

1. The Association has materially breached any of its contractual obligations under the Agreement;
2. The Association has materially failed to properly receive, apply, manage or disburse any funds or has materially failed to properly comply with any binding instructions from donors relating to those funds;
3. The Association has engaged in any conduct that is prohibited or subject to sanction under state or federal law, including any and all requirements applicable to tax exempt organizations;

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 83 OF 319

4. There has been a failure by the Association or any of its officers and directors to comply with any conflict of interest requirements created by applicable state or federal law or by the governing documents or procedures of the Association;
5. Any state or federal regulatory body begins any investigation of any matter that may have a significant financial or regulatory effect on the Association or upon its status as a tax exempt organization; or
6. The Association has contracted with or entered into any business or pecuniary relationship with any of its board members, other than a full time employee of the Association, or any entity controlled directly or indirectly by the board member, which would reasonably be expected to provide for payment or benefits to that person exceeding the value of \$50,000 in any calendar year; The previous sentence creates a duty for the Association to report any such transaction but does not suggest or imply that all such transactions are either prohibited or permitted.

The Alumni Association's President shall submit to the University President and to the IHL a signed certification statement annually, before January 31 of each year, which affirmatively states that the Alumni Association has examined its donor records and business transactions occurring during its fiscal year ending within the prior calendar year, and that to the best of its knowledge, there is no evidence that any Reportable Events occurred, other than those which have been duly reported to the President of the University and the IHL, as required in Article 7.2 above. In this certification the Association's chief executive officer shall re-affirm that, in the event he/she becomes aware of any such Reportable Events, the Alumni Association chief executive officer will immediately notify, in writing, the President of the University.

The Alumni Association is required to submit the annual audited financial statements to the IEO and agrees that such information will be forwarded by JSU to the IHL by each December 1 [to allow compliance with Governmental Accounting Standards Board (GASB) 39] along with a list of Alumni Association offices, directors, or trustees. The Alumni Association must furnish to the IEO or JSU, any and all information relating to operation or management of the JSUNAA and any funds contributed to, received by, expended by, or managed by JSUNAA.

Ordinarily, the IHL Board will not request information from JSUNAA and will allow the IEO to oversee the compliance by JSUNAA with the Affiliation Agreement and to determine that funds are being appropriately received, managed, and expended. In some circumstances, however, the IHL Board may determine it to be necessary to secure additional information from the JSUNAA or to review appropriate records of JSUNAA.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 84 OF 319

The JSUNAA holds funds that are intended to benefit the institutions of the state, and the IHL Board has an interest in the proper administration of those funds. Thus, the IHL Board may require the Entity to provide any information or allow inspection of any or all of its records as required by the Board to determine that JSU is in compliance with the Affiliation Agreement and that the funds held for the institution or for its benefit are appropriately utilized and protected or for any other reason deemed prudent by the IHL Board. No such request for information will be made by individual Board members to JSU or the IEO.

13. CONFLICT OF INTEREST POLICY

The Alumni Association shall adopt a conflict of interest policy, which applies to all directors, officers, and staff members. The Conflict of Interest Policy or Policies shall comply with all legal requirements for such policies as applicable to organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. Additionally, said policy shall require the following: that at least thirty (30) days before the annual meeting, all directors officers and staff members shall be notified of their obligations to agree to abide by the Conflict of Interest Policy; all directors shall have the continuing responsibility to bring all related material facts concerning a potential or real conflict of interest promptly and completely to the Board; a director shall not vote or participate in the deliberation of a matter in which such director has a conflict of interest, nor shall such director use his/her personal influence, directly or indirectly in the matter, or be counted in determining the existence of a quorum for the purposes of any action of the Board.

14. INDEPENDENT ENTITY

The Alumni Association acknowledges that it is an independent entity, separate and distinct from the University, and hereby agrees that neither the University nor the State shall be liable for (1) the Alumni Association's contracts, torts, or other acts or omissions, or (2) those of the Alumni Association's trustees, directors, officers, members, staff, or activity participants. Further, the University or the IHL Board does not govern the Alumni Association, as an independent entity. To ensure the independence of the Alumni Association, no IHL employee (including University employees) shall hold a voting position on the Alumni Association's Board unless special exception is made through the IHL Board. Current senior University administrators should only participate on the Alumni Association's Board in an ex-officio, non-voting capacity. Less senior administrators or personnel may serve on the Alumni Association's Board without restriction.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 85 OF 319**

If the Alumni Association, from time to time and in its best interests, needs to rely on senior University administrators to serve as Board members of the Alumni Association, the Parties agree to request that IHL waive this Provision 13 separation requirement as between the Parties so as to allow no more than two (2) senior administrators of the University to serve as Board members of the Alumni Association. Should this occur, the University shall notify IHL in writing of the details of any such instances (including the names of the senior administrators, the time period of their Board terms, and whether the administrators are also officers of the Alumni Association).

15. NONDISCRIMINATION

The parties agree that neither shall discriminate upon the basis of race, color, sex, religion, creed, handicap/disability, national origin, sexual orientation, or upon any other basis as may be proscribed by federal, state, or local law. Further, the Alumni Association agrees and covenants that it shall comply with all non-discrimination laws to which the University is, or may become, subjected.

16. FAILURE OF LEGISLATURE TO APPROPRIATE

If University's performance under this agreement depends upon the appropriation of funds by the Mississippi legislature, and if the Legislature fails to appropriate the funds necessary for performance, then University may provide written notice of such nonappropriation and cancel this Agreement without further obligation of University. Appropriation is a legislative act and is beyond the control of the University.

17. MISSISSIPPI LAW

This contract shall be governed by Mississippi law. Neither party has waived any rights to legal or equitable remedies. All limitation of liability provisions are specifically not agreed to, whether or not they have been lined out or otherwise stricken from original Agreement.

18. FORCE MAJEURE (ACTS OF GOD)

If there is an act of God prevents the parties to complete an activity related to the Agreement as written, the parties will be excused from the specific obligation that was hampered by the act of God. However, be aware that this does not terminate the Agreement in its entirety unless the parties agree to do so in writing.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 86 OF 319**

19. AMENDMENT TO THE MEMORANDUM

The parties of this Agreement shall conduct an annual review of the contractual agreement to discuss and/or propose the manner in which improvements in the relationship or the contract between them may be made. Further, the parties understand and agree that this Agreement may be amended by the mutual written agreement of the parties.

20. TERMINATION OF MEMORANDUM

The parties understand and agree that this Agreement may be terminated by the University with 30 days notice in advance of the proposed termination date. The University may also terminate this Agreement immediately For Cause and without Notice provided that IHL has granted its prior agreement. The JSUNAA may not terminate the Agreement without the prior consent of the University President and the IHL, but it may exercise its option to not renew the Agreement for an additional term.

21. NOTICE

The parties agree that notices to either party relating to this agreement must be in writing and signed by the party giving it. Further, such notice shall be deemed given and received when mailed via postage prepaid by U.S. Postal Service, registered or certified mail, with signed return receipt or express, or accomplished by hand delivery to the following:

If to the University:

Office of the President
Jackson State University
9th Floor Administration Tower
1400 J. R. Lynch Street
P.O. Box 17390
Jackson, MS 39217-0280

If to the Alumni Association:

President JSU Alumni Association
Alumni Affairs
University Complex Building #17
1400 J.R. Lynch Street
P.O. Box 17820
Jackson, MS 39217-0520

22. LEGAL COMPLIANCE AND SEVERABILITY

The parties agree to comply with all applicable state and federal laws as well as valid regulations. If any provision of this agreement is determined to be in violation of an

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 87 OF 319**

applicable law, then the unlawful portion of that provision shall be considered void without any affect on the continuing validity of other provisions or of the entire agreement.

23. **MODIFICATIONS**

The parties agree that no changes or modifications to this Agreement shall be made without the written consent and approval of each of the parties.

24. **IRRECONCILABLE DIFFERENCES**

Upon termination and/or non-renewal of this Agreement, (1) the Alumni Association shall cease to use and shall not assign or delegate the authority to use the University's name or registered marks or logos to any person or entity without the written approval of the President, (2) the Alumni Association shall remit any and all unrestricted funds held for the benefit of the University to such entity as designated in writing by the President on behalf of the University, (3) the Alumni Association shall work in concert with its members and/or donors, to the extent practicable and allowed by law, to move any restricted funds held for the benefit of the University to such entity as designated in writing by the President on behalf of the University, (4) the Alumni Association shall work in concert with persons or entities with which it had contractual relations to the extent practical and allowed by law, to assign any contracts to such entity as designated by the University President; and (5) the Alumni Association shall work in concert with the University to provide the University or its designee with records and materials of the Alumni Association necessary to continue the business and/or wind up the affairs of the Alumni Association.

The Alumni Association agrees to cease using the University's name, marks, and logos in the event the Association dissolves, ceases to be a non-profit corporation, ceases to be recognized as a tax exempt entity under Section 501(c)(3) of the Internal Revenue Code, or this Agreement is terminated.

The University and the Alumni Association expect there to exist a cooperative relationship between them. In the event that the University President determines that such cooperation is not in place and is thus, in the President's view, detrimental to the well being of the University, the President shall notify the IHL to allow the IHL to intervene to reconcile the parties. However, if the IHL determines and notifies the President that it is in the best interest of the University to substitute new members of the Board of Directors of the Alumni Association, the President may direct that at the

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 88 OF 319**

expiration of a ninety-day period, the terms of office of 100% of the total number of Directors shall be deemed to have expired. Upon such event, a five-person Commission shall be selected as follows: (1) one member shall be the President or his designee, (2) one member shall be the University's Executive Director of Alumni Affairs, (3) one member shall be the President of the Association, (4) one member shall be the president-elect of the Alumni Association, and (5) one member appointed within and by the group of donors to the University whose lifetime total giving to the University exceeds \$25,000; however, this donor group may not appoint as a member of the Commission anyone who at the time of such appointment is serving as (i) a University employee or (ii) an employee, officer, trustee, or director of any University affiliated support organization or foundation. The Commission shall then appoint, by majority vote, members to the Board of Directors to replace the Directors whose terms shall be deemed to have expired. However, nothing in this Agreement shall preclude or require the Commission from appointing prior members of the Association's Board. The Alumni Association agrees to amend its Bylaws as necessary to comply with this provision regarding the expiration and appointment of Board members in the unlikely event of an irreconcilable relationship.

Jackson State University

Jackson State University National
Alumni Association

Leslie Burl McLemore, President

Terry Woodard, President

Date _____

Date _____

STAFF RECOMMENDATION: Board staff recommends approval of this item.

10. JSU - APPROVAL OF PROPOSED AFFILIATION AGREEMENT BETWEEN JACKSON STATE UNIVERSITY AND THE JACKSON STATE UNIVERSITY DEVELOPMENT FOUNDATION

Jackson State University (JSU) requests Board approval of the below proposed affiliation agreement between JSU and the JSU Development Foundation. The proposed agreement meets the requirements of Board Policy 301.0806 Foundation/Affiliated Entity Activities.

This Agreement is made and entered into effective this 1st day of January, 2011 (the effective date) by and between Jackson State University, a state institution of higher learning, organized and existing under the laws of the State of Mississippi (the "University"), and the Jackson State University Development Foundation, Inc., a not-for-profit corporation duly chartered pursuant to the laws of the State of Mississippi (the

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 89 OF 319**

“Foundation”). This Agreement is designed to govern the relationship between the University and the Foundation by setting forth the terms and conditions under which the University will provide certain support and services for the Foundation and the Foundation will provide certain support and services for and on behalf of the University.

The provisions of this Agreement shall apply to any and all entities owned or controlled by the Foundation, with the exception of a special purpose entity created for the sole and specific purpose of utilization as a financing vehicle for the private financing of university auxiliary facilities by a private developer using the alternate dual-phase design-build privately financed construction method, as specially authorized by Miss. Code Ann. Section 37-101-41, et seq. (1972), as amended. If the use/purpose of any such special purpose entity ever changes, the special purpose entity would then be required to comply with any and all provisions of the Agreement between the University and Foundation which owns the special purpose entity.

PREAMBLE

WHEREAS, the Foundation has been established as a not-for-profit, educational and charitable organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, for the purposes outlined in its Articles of Incorporation and Bylaws.

WHEREAS, the University has the authority and right to enter into agreements with affiliated 501(c) (3) not-for-profit organizations, subject to the Institutions of Higher Learning Board of Trustees (the “Board” or “IHL”) Policy 301.0806 (the “Policy”);

WHEREAS, the Board Policy acknowledges that the independent nature of the Foundation provides flexibility to the University in fiscal management and responsiveness;

WHEREAS, the Foundation has the responsibility under its mission statement and as a not-for-profit corporation to use its resources in a responsible and effective manner to operate exclusively for the benefit of the University and its students, alumni, faculty and staff to promote, encourage and assist all forms of educational, scientific, literary, research and service activities provided by the University, all for the public welfare as outlined in its Charter of Incorporation;

WHEREAS, the Foundation, in connection with its major gift fundraising and asset management activities, utilizes personnel experienced in both planning and management of solicitation of private contributions and the investment, accounting and disbursement of these assets;

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 90 OF 319**

WHEREAS, the University and the Foundation anticipate that the Foundation will provide the University with specified services and facilities in carrying out its mission; and

WHEREAS, the University and the Foundation desire to define the arrangement concerning services, facilities, premises and activities in support of each other as set forth in this Agreement; and

WHEREAS, the President of the University (hereinafter referred to as the "President") believes that it is in the best interest of the University for fund raising to be coordinated through the Foundation to increase efficiency and to expand the current sources of support for the University and desires to engage the services of the Foundation in accordance with the terms and conditions more fully set forth herein below.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for good and valuable consideration, the adequacy of which is hereby acknowledged, the University and the Foundation do hereby agree as follows:

ARTICLE 1. UNIVERSITY PERSONNEL AND SERVICES

1.1 The Foundation may utilize, with the approval of the University President, which approval shall not be unreasonably withheld, such University administrative, professional and other employees from time to time as are needed to carry out the purposes of the Foundation. Specifically, the University President, and the Foundation agrees, that the JSU Office of Institutional Advancement shall serve the management purposes for the Foundation, subject to available funding.

1.2 The Foundation shall reimburse the University for expenses the University incurs as a result of Foundation operations, if those expenses would not otherwise have been incurred by the University, specifically including telephone, mail and other such services provided on a monthly basis. The rate shall be the rate that is charged to University departments for such services.

1.3 The University shall provide support services to the Foundation of the type provided to University departments on a cost reimbursement basis including, but not limited to, utilities, telephone, fiber optic Internet cable connection, custodial services, printing and publication services, motor pool and, to the extent permitted by law, use of the University mail system and protection of the Department of Public Safety.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 91 OF 319

1.4 In exchange for the benefits/consideration received by the University from the Foundation, the University shall provide Foundation employees staff identification cards, parking privileges, admittance to athletics and entertainment events, health services benefits and access to the University's library and to its recreation and fitness programs, at the same rates and under the same terms as those benefits and facilities are made available to University administrators and other employees.

1.5 The University designates the Foundation as the primary entity for receipting, acknowledging, accounting for and managing its funds, as well as for researching, identifying and maintaining biographical and giving records of potential and actual donors. The Foundation must manage all funds under its control in a fiscally sound and prudent manner. In consideration for these services being provided by the Foundation, the Foundation, with the consent of the University, which consent shall not be unreasonably withheld, may use a percentage of the annual unrestricted funds, assess fees for services, or impose charges against managed funds to support its operations. The University shall also reimburse the Foundation for the cost of any donations received for items such as wire fees and credit card fees on gifts received. Additionally, the University will provide, as consideration for services provided, personnel necessary for the performance of the Foundation's duties, which personnel shall be selected, hired, or fired by the University. Such personnel shall include the JSU Office of Institutional Advancement, which shall serve as the management entity of the Foundation. If the Foundation is unable to financially operate based upon the funding stated above, the University and Foundation agree to negotiate in good faith for additional consideration, whether in kind or otherwise, subject to available University funding and for an amount not to exceed the value of services.

1.6 The University President shall serve *ex officio* as a non-voting member of the Foundation's Board of Directors. No other University employee or other persons directly or indirectly employed by the IHL shall serve as a voting member of the Foundation's Board of Directors.

1.7 Annually, the University President shall certify to the Foundation a list of University employees who are authorized to request disbursements from the Foundation. Requests by a duly certified University employee shall constitute a representation or certification by the University employee that the disbursement being requested has been approved in accord with established University procedures.

1.8 The University President shall submit a request to the Foundation for utilization of University unrestricted gifts received by the Foundation in the following fiscal year. The Foundation shall, consistent with the goals and priorities established by

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 92 OF 319

the University, incorporate the University's request into its operating budget and may allocate unrestricted gifts accordingly to the extent funds are available. In addition to unrestricted funds, the University President and/or the Executive Director of JSU's Office of Institutional Advancement shall routinely update key Foundation personnel on the University initiatives involving private support to ensure that Foundation and University personnel are informed of fund-raising needs and objectives. The Foundation will not solicit or accept gifts which are inconsistent with the University's mission, goals, or objectives.

1.9 The University's name and registered marks and logos have great economic and public relations value to the University, its faculty, staff, alumni and students. The Foundation shall not assign or delegate the authority to use University's name or registered marks or logos to any person or entity without the written approval of the President of the University or the JSU Office of Contractual Services, if delegated from the President. To assist the Foundation in discharging its obligations under this Agreement and in soliciting, developing and generating private and corporate support for the University, the University grants the Foundation the following rights:

1.9 (a) A non-exclusive, non-transferable license to use University trademarks, service marks and logos consistent with University policy, including but not limited to a license to use marks developed by the University for use by the Foundation.

1.9 (b) An non-exclusive, non-transferable license to use University trademarks, service marks and trade names historically associated with the Foundation.

1.9 (c) The designation of the Foundation as a University affiliated entity.

1.9 (d) Such other rights, privileges or benefits as the University President, in his/her sole discretion, may determine will assist the Foundation in discharging its obligations under this Agreement.

ARTICLE 2. FOUNDATION OBLIGATIONS

2.1 The Foundation's primary purpose is to provide support to the University in accord with the provisions of its Articles of Incorporation and By-laws, which support includes, but is not limited to, researching, raising, receiving, acknowledging, investing, accounting for and administering funds for the University to use for its charitable, scientific and educational purposes.

2.2 The Foundation, acting through its Board of Directors and/or staff, shall assist the University's Office of Institutional Advancement in its fund-raising activities and development programs with individuals, corporations, foundations, governmental and other external organizations. The Foundation will coordinate management and

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 93 OF 319

recognition of scholarship programs with JSU offices, including Student Financial Aid, the Registrar's Office, the Honors Program Office, the Provost Office and other University Colleges or departments as necessary.

2.3 The Foundation, acting through its Board of Directors and/or staff, shall solicit and transfer funds for the purchase of University equipment and supplies; for the construction, renovation and improvement of the University's physical facilities; for the support of faculty, staff and student travel and research; for the support of faculty professorships, lectureships and endowed chairs; for the support of student scholarships; and for the support of other educational, research, cultural, scientific, public service and charitable programs and activities. When soliciting funds on behalf of the University, the Foundation agrees to accept only those gifts that are consistent with the University's missions, goals and obligations.

2.4 The Foundation shall receipt, acknowledge and express appreciation for all contributions of donors made on behalf of the University or of the Foundation, and shall keep accurate and current records of all such contributions made directly to the University or to the Foundation. Assets of the Foundation shall be maintained pursuant to the Uniform Management of Institutional Funds Act (UMIFA) or Uniform Prudent Management of Institutional Funds Act (UPMIFA) as promulgated by the State of Mississippi. The University shall have rights of inspection of Foundation records. Such rights shall be afforded to the IHL, if so desired.

2.5 The Foundation may enter into contracts for professional, advisory or other personal services in carrying out its duties, but any such contracts entered into after the execution of this Agreement shall not exceed 2 years. The Affiliation Agreement between the University and Foundation must be approved by the Board at least every 5 years, and whenever amended.

2.6 The Foundation shall maintain its separate financial and accounting records in accordance with generally accepted accounting principles applicable for its industry. The Foundation must cause to be prepared annual financial statements of the condition of the Foundation, which shall include such detail as the IHL Board may from time to time require. The Alumni Association must also engage a Certified Public Accounting (CPA) firm to perform annual audits of its annual financial statements. The Foundation shall submit the audited financial statements, along with a list of its officers, directors or trustees, not later than five months following the completion of the Foundation's fiscal year, to the University's President and to IHL. However, the annual audited financial statements may be required for inclusion in the State of Mississippi's Comprehensive Annual Financial Report (CAFR). If required to submit the annual

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 94 OF 319

audited financial statements for inclusion in the CAFR, as determined by the IHL Board's Deputy Commissioner of Finance and Administration and the external auditing firm hired to perform the annual IHL system audit, the Foundation must submit the annual audited financial statements to the President and IHL, along with a list of its officers, directors or trustees, by October 15 of each year. The IHL Board's Deputy Commissioner of Finance and Administration shall notify the Foundation of the applicability of the October 15 deadline as far in advance of the deadline as possible each year. The CPA firm to be utilized must be approved by the IHL Board and all requests for approval of the CPA firm must be submitted to the IHL Board for approval not later than three months prior to the end of the Foundation's fiscal year for which the audit will be conducted. Unless approval is specifically granted for multiple years, approval of a firm by the IHL Board for one year does not constitute approval for other years, and requests for approval of the CPA firm must be submitted on an annual basis. However, at the request of the Foundation, the President of the University, with the approval of the IHL Board, may grant a request of the Foundation to waive the requirement of an annual audit by a CPA firm on a showing of adequate grounds, such as a showing that the assets of the Foundation are so limited as to make the expense of engaging a CPA firm to perform an audit financially burdensome and unnecessary. Such a waiver may be conditioned upon such other review of the financial records of the Foundation in lieu of an audit as the University and the IHL may deem feasible. Such a request for a waiver must be accompanied by (a) the most recent annual audited financial statements of the Foundation (if any exist), (b) the financial statements of the most recently completed fiscal year, (c) a written description of how the Foundation anticipates that the year-end financial statements for the current year will differ from the financial statements as of the end of the most recently completed fiscal year, and (d) a good faith estimate of the cost of engaging an auditor with respect to the statements. The granting of any request to waive the requirement of an annual audit by a CPA firm approved by the IHL is within the sole discretion of the University and the IHL Board. Any waiver of the audit requirement will apply only for one year, and any request to waive the requirement for the next year should be submitted as outlined above.

2.7 The Foundation acknowledges and agrees that the University owns all copyright, interest in and right to all trademarks, trade names, logos and service marks developed by the University for use by the Foundation, including all such trademarks, service marks and trade names historically associated with the Foundation.

2.8 The Foundation shall maintain a conflict-of-interest policy that complies with all requirements of Miss. Code Ann. §79-11-269 (1972), as amended from time to time.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 95 OF 319

2.9 The Foundation shall immediately deposit into the appropriate University account, or at a minimum notify the chief financial officer of the University in regard to, any funds which are sent to the Foundation but which are clearly intended to be funds designated for a University account. All gifts made to the University shall be accounted for and ownership maintained by the University, even though they may be managed by the Foundation.

2.10 The Foundation shall perform any and all other acts and activities on behalf of the University, as the Foundation deems appropriate, in carrying out the purposes and mission of the University, so long as consistent with the governing documents of the Foundation and not in conflict with any provision of this Agreement.

2.11 The Foundation CEO shall promptly notify the University President and the IHL, in writing, if any of the following events (“Reportable Events”) occur:

1. The Foundation has materially breached any of its contractual obligations under the Agreement;
2. The Foundation has materially failed to properly receive, apply, manage or disburse any funds or has materially failed to properly comply with any binding instructions from donors relating to those funds;
3. The Foundation has engaged in any conduct that is prohibited or subject to sanction under state or federal law, including any and all requirements applicable to tax exempt organizations;
4. There has been a failure by the Foundation or any of its officers and directors to comply with any conflict of interest requirements created by applicable state or federal law or by the governing documents or procedures of the Foundation;
5. Any state or federal regulatory body begins any investigation of any matter that may have a significant financial or regulatory effect on the Foundation or upon its status as a tax exempt organization; or
6. The Foundation has contracted with or entered into any business or pecuniary relationship with any of its board members, other than a full time employee of the Foundation, or any Foundation controlled directly or indirectly by the board member, which would reasonably be expected to provide for payment or benefits to that person exceeding the value of \$50,000 in any calendar year; The previous sentence creates a duty for the Foundation to report any such transaction but does not suggest or imply that all such transactions are either prohibited or permitted.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 96 OF 319**

2.12 If requested by the University, the Foundation shall provide any and all information and allow inspection of all records relating to the operation or management of the Foundation or any funds contributed to, received by, expended by or managed by the Foundation. To the extent that information is inspected, reviewed or received by the President of the University or his/her designees with respect to the identity of donors who have expressly stated they wish to remain anonymous, or with respect to any information relating to the identification, cultivation and solicitation of donors, or with respect to personal, commercial, or proprietary information relating to a donor or his/her family or business, such information shall be treated as confidential by the President and any designee who may acquire such information. The University is expected to take appropriate safeguards to assure that such information is utilized or disseminated only in a manner that is appropriate under the circumstances. Such inspection rights are also extended to the IHL acting upon its minutes, however, it is understood that the appropriate extent of any disclosure or other use of the information is in the discretion of the IHL and, further, any decision to release any personal, commercial, or proprietary information or to release any information that would identify any particular donor shall only be made by the IHL acting upon its minutes.

2.13 The Foundation shall provide such other services as may be reasonably requested by the University to effectively conduct the programs and provide the services contemplated herein, provided such other duties shall not conflict with the Foundation's mission or applicable laws.

ARTICLE 3. COMPLIANCE

3.1 The Foundation shall comply with any and all federal and state laws and regulations and shall comply with any compliance and regulatory guidelines as may be required by the Board.

ARTICLE 4. REPORTING

4.1 The Foundation shall, by December 1 of each year during this Agreement, submit to the University President, the chief financial officer of the University, and to the IHL its annual audited financial statements for the prior fiscal year as set forth in Section 2.6 of this Agreement. Such submission shall also include a list of Foundation officers, directors or trustees. The Foundation shall submit an annual report providing a detailed list of any supplemental compensation which was provided to the University for the purpose of providing any additional compensation to administrators, faculty or other University Employees, it being agreed that any such payments shall only be made through the University's payroll system and with the University President's approval.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 97 OF 319

Understanding that no form of additional compensation may be underwritten for the University President or for any IHL system office employee without IHL approval, the Foundation shall also provide documentation of approval from the IHL of any supplemental compensation provided to the President or provided to the University for purposes of supplementing the President's salary.

4.2 In order to facilitate transparency, the Foundation shall also maintain, for public and University inspection, a copy of this Agreement along with copies of the most recent annual audited financial statements, Form 990, By-laws, Charter, a listing of the members of its Board of Directors, its conflict of interest policy, and its investment policy.

4.3 The Foundation CEO or President shall submit to the President of the University and the IHL a signed certification statement annually, before January 31 of each year, which affirmatively states that the Foundation has examined its donor records and business transactions occurring during its fiscal year ending within the prior calendar year, and that to the best of its knowledge, there is no evidence that any Reportable Events occurred, other than those which have been duly reported to the President of the University and the IHL, as required above. The Foundation CEO shall re-affirm that, in the event he/she becomes aware of any such Reportable Events, the Foundation CEO will immediately notify, in writing, the President of the University.

4.4 The IHL Board may require the Foundation to provide information or allow inspection of its records as required by the Board to determine that the Foundation is in compliance with the Affiliation Agreement and that the funds held for the institution or for its benefit are appropriately utilized and protected. No such request for information will be made by individual Board members to the Foundation or the University President.

As a matter of general policy, the Board will attempt, when appropriate, to resolve any issues or concerns about the activities of any Foundation informally. the Board may determine by appropriate action, at a duly called meeting of the Board, that informal measures are or will be untimely, insufficient, or inappropriate to secure information necessary to allow the Board to determine that the Foundation is appropriately complying with the Affiliation Agreement and that funds intended to be used for the benefit of the institution are appropriately maintained and expended. If the Board makes such a finding, the Foundation will permit an audit, inspection or review of the financial and other records of the entity by persons selected by the Board, which persons shall have the power to determine the appropriate scope of the investigation and the records to be examined, and that the Foundation will fully cooperate with any such inquiries.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 98 OF 319

As noted above, it is the policy of the Board that it will not unnecessarily disclose or disseminate any information relating to the Foundation, and in particular, any information related to donors to the Foundation. However, the final determination as to the appropriate extent of any disclosure or other use of the information is in the discretion of the Board. No individual Board member or employee of the IHL will release information which identifies any particular donor without authorization from the Board.

ARTICLE 5. TERMINATION AND RENEWAL

5.1 This Agreement shall expire on December 31, 2015, if not renewed by mutual consent of the parties before that date.

5.2 The University may terminate this Agreement without cause with thirty (30) days written notice to the Foundation and with the prior approval of the IHL, acting upon its minutes.

5.3 The University may terminate this Agreement for cause, without notice to the Foundation but with notice to the IHL and prior approval of the IHL, acting upon its minutes. The Foundation may not terminate this agreement without the consent of the President and the IHL Board, as required by IHL Bylaw 301.0806 (H).

5.4 Upon termination and non-renewal of this Agreement, (1) the Foundation shall cease to use and shall not assign or delegate the authority to use the University's name or registered marks or logos to any person or entity without the written approval of the President, (2) the Foundation shall remit any and all unrestricted funds held for the benefit of the University to such entity as designated in writing by the President on behalf of the University, (3) the Foundation shall work in concert with its donors, to the extent practicable and allowed by law, to move any restricted funds held for the benefit of the University to such entity as designated in writing by the President on behalf of the University, (4) the Foundation shall work in concert with persons or entities with which it had contractual relations to the extent practical and allowed by law, to assign any contracts to such entity as designated by the University President; and (5) the Foundation shall work in concert with the University to provide the University or its designee with records and materials of the Foundation as are necessary to continue the business and/or wind up the affairs of the Foundation.

5.5 The Foundation agrees to cease using University's name, marks, and logos in the event that the Foundation dissolves, ceases to be a non-profit corporation or ceases to be recognized by the Internal Revenue Service as a tax exempt entity under Section 501(c)(3) of the Internal Revenue code.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 99 OF 319**

5.6 The University and Foundation expect there to exist a cooperative relationship between them. In the event that the University President determines that such cooperation is not in place and is thus, in the President's view, detrimental to the well being of the University, the President shall notify the IHL to allow the IHL to intervene to reconcile the parties. However, if the IHL determines and notifies the President that it is in the best interest of the University to substitute new members of the Board of Directors of the Foundation, the President may direct that at the expiration of a ninety-day period, the terms of office of 100% of the total number of Directors shall be deemed to have expired. Upon such event, a five-person Commission shall be selected as follows: (1) one member appointed by the University President, (2) one member appointed by the IHL, (3) one member appointed by the Board of Directors of the JSU Development Foundation, (4) one member appointed by a majority vote of the Board of Directors of the JSU National Alumni Association, and (5) one member appointed within and by the group of donors to the University whose lifetime total giving to the University exceeds \$25,000; however, this donor group may not appoint as a member of the Commission anyone who at the time of such appointment is serving as (i) a University employee or (ii) an employee, officer, trustee, or director of any University affiliated support organization or foundation. The Commission shall during the ninety day period appoint, by majority vote, members to the Board of Directors of the Foundation to replace the Directors whose terms shall be deemed to have expired. The reconstituted Board of Directors shall then elect new officers of the Foundation.

5.7 In the unlikely event that the Commission, as described in 5.6 above, shall appoint a new Board of Directors for the Foundation, it is expressly understood that any, or all, of the previous Foundation board members may be reelected by this Commission to serve.

ARTICLE 6. MISCELLANEOUS PROVISIONS

6.1 This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the State of Mississippi.

6.2 The parties agree that the Foundation is not the agent or employee of the University, and nothing in this Agreement creates an employment or other agency relationship between the parties.

6.3 Neither the University nor the Foundation shall have any liability for the obligations, acts, or omissions of the other party.

6.4 The parties agree that the Foundation is a private, independent entity and, as such, is not governed by the IHL, but rather has its own governing Board of Directors.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 100 OF 319

Accordingly, to the extent permitted by the laws of the State of Mississippi applicable to a public institution of higher learning, each party to this Agreement shall be responsible for its own obligations, acts or omissions.

6.5 The University and Foundation agree that the Foundation's donor and giving records and any other financial or commercial information possessed by the Foundation or provided by the Foundation to the University concerning individuals or corporations that provide Foundation financial support are confidential and proprietary. Notwithstanding Section 2.12 above, unless required to disclose such information by applicable law, the University and Foundation agree not to disclose to third parties and to keep confidential the giving records, giving history and financial or commercial information of individuals and corporations that provide financial support to the Foundation.

6.6 In the performance of this Agreement, the Foundation shall not deny employment opportunities to any person on the basis of race, color, religion, ethnic group identification, sex, age, physical or mental disability, medical condition, or veteran's status. The Foundation agrees to comply with all non-discriminatory laws and policies that the University promulgates and to which the University is subject.

6.7 The parties hereto acknowledge that this Agreement sets forth the entire agreement and understanding of the parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

6.8 The provisions of this Agreement are severable, and in the event that any provisions of the Agreement shall be determined to be invalid or non-enforceable under any controlling body of the law, such invalidity or non-enforceability shall not in any way affect the validity or enforceable nature of the remaining provisions hereof.

6.9 The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of the Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

6.10 This Agreement shall not be assigned or otherwise transferred by either party without the prior written consent of the other, which consent shall not be unreasonably withheld.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 101 OF 319**

6.11 The Foundation's obligations pursuant to this Agreement shall also extend, as applicable, to any entity it owns or controls, including any subsidiary entities to the Foundation.

6.12 The parties agree to amend their Bylaws or policies as necessary to conform with the requirements of this Agreement.

ARTICLE 7. NOTICE

7.1 Any notice to either party hereunder shall be in writing signed by the party given it, and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified or overnight mail, or when sent by Federal Express or a comparable service, or hand-delivered, when addressed as follows:

To the University:
Leslie Burl McLemore, Ph.D.
President
Jackson State University
P.O. Box
Jackson, MS 39217

To the Foundation:
Mr. Leland Speed
Chairman of the Board of Directors
JSU Development Foundation
P.O. Box 17144
Jackson, MS 39217

or to such other addressee as may be hereafter designated by written notice.

IN WITNESS WHEREOF, the University and the Foundation, acting through the President of the University and the President and/or Chief Executive Officer of the Foundation, respectively, execute this Agreement on this the 1st day of January, 2011.

JACKSON STATE UNIVERSITY
DEVELOPMENT FOUNDATION

JACKSON STATE UNIVERSITY

By: _____
Leslie Burl McLemore, Ph.D.

By: _____
Leland Speed, Chairman of the Board

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 102 OF 319**

ACKNOWLEDGMENT

State of Mississippi
County of Hinds

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Leslie Burl McLemore, Ph.D, known by me to be the President of Jackson State University, who executed the aforesaid Agreement, on this the _____ day of _____, 2011, on behalf of Jackson State University, being duly authorized so to do.

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

State of Mississippi
County of Hinds

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named _____, known by me to be the Chairman of the Board of Directors of the Jackson State University Development Foundation, who executed the aforesaid Agreement on this the _____ day of _____, 2011, for and on behalf of The Foundation, being duly authorized so to do.

Notary Public

My Commission Expires:

STAFF RECOMMENDATION: Board staff recommends approval of this item.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 103 OF 319**

11. MSU - APPROVAL OF PROPOSED AFFILIATION AGREEMENT BETWEEN MISSISSIPPI STATE UNIVERSITY AND MISSISSIPPI STATE UNIVERSITY ALUMNI, INCORPORATED

Mississippi State University (MSU) requests Board approval of the below proposed affiliation agreement between MSU and MSU Alumni, Incorporated. The proposed agreement meets the requirements of Board Policy 301.0806 Foundation/Affiliated Entity Activities.

THIS AFFILIATION AGREEMENT ("Agreement") is entered into as of the ____ day of _____, 2010, by and between MISSISSIPPI STATE UNIVERSITY ("University") and MISSISSIPPI STATE UNIVERSITY ALUMNI, INCORPORATED ("Alumni") A.K.A. MISSISSIPPI STATE UNIVERSITY ALUMNI ASSOCIATION.

WHEREAS, the University is an institution of higher education and an agency of the State of Mississippi; and

WHEREAS, the Alumni is a Mississippi non-profit corporation which is recognized as tax exempt under Section 501(c)(3) of the Internal Revenue Code and which has the purpose of maintaining records on and keeping in touch with University alumni and friends, facilitating communication with those persons, and generating and retaining support for the educational, research and service missions of the University; and

WHEREAS, the President of the University ("President") believes that it is in the best interest of the University for all alumni relations and record-keeping to be coordinated through the Alumni to increase efficiency and to expand the alumni support for the University and desires to engage the services of the Alumni in accordance with the terms and conditions more fully set forth herein below;

WHEREAS, the University has the authority and right to enter into agreements with affiliated 501(c)(3) not-for-profit organizations, subject to the Institutions of Higher Learning Board of Trustees (the "Board" or "IHL") Policy 301.0806 (the "Policy");

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

Relationship of Parties. The Alumni is a not-for-profit corporation, organized under the laws of the State of Mississippi. In accordance with its Articles of Incorporation, the Alumni is to be administered and operated exclusively for the benefit of the University and its alumni and friends. However, the Alumni is not a subsidiary or affiliate of the

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 104 OF 319

University and is not directly or indirectly controlled by the University or the Board of Trustees of State Institutions of Higher Learning. The independent Board of Directors of the Alumni is entitled to make all decisions regarding the business and affairs of the Alumni. Moreover, the assets of the Alumni are the exclusive property of the Alumni and do not belong to the University. The resources of the Alumni are committed and disbursed at the discretion of the Alumni's Board of Directors in accordance with donor directions and with Alumni policy developed and updated as needed in cooperation with the University. No University employee or other persons directly or indirectly employed by IHL shall serve as a voting member of the Board of Directors of the Alumni, but may serve as an ex-officio non-voting member.

Alumni Services. During the term of this Agreement, the services to be performed by the Alumni hereunder shall include, but not be limited to:

Maintaining address and other necessary digital records on University alumni and friends;

Establishing and maintaining contact with University alumni and friends, keeping them informed of and involved in University and alumni activities;

Developing and coordinating effective programs to strengthen the relationship between alumni and friends of the University, resulting in the generation of financial and other support for the University;

Assisting the University, after seeking its input, in activities, events, projects and programs which involve University alumni or in which the University requests to have alumni involvement;

Promoting the University to outside constituencies through the publication of the *Mississippi State Alumnus* magazine;

Rendering reports to University IEO upon reasonable request regarding alumni, the alumni activities including financial statements, and the activities of the Alumni in performing any and all of the duties described herein or duties otherwise requested by the University;

Complying with applicable state and federal laws;

Adopting and maintaining a conflict of interest policy;

Adopting and maintaining a mission statement consistent with some aspect of the mission and priorities of the University; and

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 105 OF 319

Performing such other duties as the University may reasonably request as necessary or desirable related to alumni of the University

University Obligations. For all services rendered by the Alumni under this Agreement, and in consideration of the agreements of the Alumni contained herein, the University shall, at no additional cost to the Alumni, during the term of this Agreement:

Provide to the Alumni all personnel necessary for the performance of its duties under this Agreement; such personnel shall be selected, hired, and discharged by the University in cooperation with the Alumni; the compensation of such personnel, together with all fringe benefits, employment taxes, and other costs thereof, shall be set and paid by the University; all such personnel shall be under the full supervision and control of the University and shall for all purposes be considered employees of the University.

Keep, through its president, the Alumni apprised of the University's needs and priorities.

Reimburse the Alumni for certain reasonable business expenses, which the Alumni may incur on the University's behalf.

Financial Statements. The Alumni shall maintain financial and accounting records which shall include such detail as the IHL may require in accordance with Generally Accepted Accounting Principles, which records shall be maintained separately from the records of the University. These financial records shall be audited annually by a Certified Public Accounting firm engaged for that purpose by the Alumni and approved by the IHL. The Alumni shall submit annual audited financial statements for inclusion in the State of Mississippi's Comprehensive Annual Financial Report ("CAFR") as determined by the IHL Board's Deputy Commissioner of Finance and Administration and the external auditing firm hired to perform the annual IHL system audit to the President and to the IHL, along with a list of Alumni officers and directors by October 15 of each year. A request for approval of the CPA firm shall be submitted to the IHL Board on an annual basis not later than three months prior to the end of the Alumni's fiscal year for which the audit will be conducted unless approval is specifically granted for multiple years.

Confidential Records. The Alumni is not engaged in the solicitation or management of gifts for or on behalf of the University. If requested by the University, the Alumni shall provide any and all information and allow the inspection of all records relating to the operation or management of the Alumni or any funds received by, expended by or managed by the Alumni. To the extent that information is inspected, reviewed, or received by the President or his designee with respect to the mutual covenants and agreements outlined in royalty contracts negotiated with Alumni affinity partners shall be

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 106 OF 319**

treated as confidential by the President and any designee who may acquire such information. The University shall take appropriate safeguards to assure that such information is utilized or disseminated only in a manner that is appropriate under the circumstances. Such inspection rights are also extended to the IHL acting upon its minutes; however, it is understood that the appropriate extent of any disclosure or other use of the information is in the discretion of the IHL and, further, any decision to release the contents of Alumni affinity partner contracts shall be made by IHL, acting upon its minutes.

Certain information maintained in furtherance of the Alumni's activities is recognized to be the property of the Alumni and, as such, is confidential, whether in paper or electronic format. The parties acknowledge that the Alumni's records are the exclusive property of the Alumni, regardless of the file, server or computer in which the records reside. To the extent information shared with the University may be protected from disclosure, the University will take all necessary action to protect such information under available statutory exceptions if disclosure would result in a breach of confidence by the Alumni or public disclosure of private information.

Communications. The President of the University shall be responsible for communicating to the Alumni priorities and long-term plans of the University. The parties shall work together to encourage communications between members of the Board of Trustees of Institutions of Higher Learning and the Board of Directors of the Alumni to include periodic meetings between the members of the Board of Trustees, the President of the Alumni, and the President of the University.

To provide the Directors with the appropriate information to assist them in the proper execution of their duties and responsibilities as the Board of Directors of the Alumni, the University shall furnish the Alumni reports, schedules and records as may be requested by the Alumni, and the Directors of the Alumni will seek input from the President of the University in defining major needs and priorities.

University Trademarks. The Alumni may use the name, symbols and trademarks of the University only with prior written permission of the University Trademark Licensing Program office. Upon termination of this agreement, the Alumni shall be prohibited from using the name, symbols or trademarks of the University. The Alumni agrees to cease using the University's name, symbols and logos in the event the Alumni dissolves, ceases to be a non-profit corporation, or ceases to be recognized by the Internal Revenue Service as a tax exempt entity under Section 510(c)(3) of the Internal Revenue code.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 107 OF 319**

Independent Contractor. It is understood and agreed that the Alumni, its officers, employees, and agents, if any, shall act solely in the capacity of an independent contractor and not as employees of or agents for the University.

Term of Agreement and Termination. Subject only to the provisions for termination as hereinafter set forth, the initial term of this Agreement shall begin on January 1, 2011, and end on December 31, 2015, if not renewed by mutual consent of the parties before that date.

The University may terminate this Agreement without cause with thirty (30) days written notice to the Alumni and with the prior approval of the IHL, acting upon its minutes. The University may terminate this Agreement for cause, without notice to the Alumni but with notice to the IHL and prior approval of the IHL, acting upon its minutes. The Alumni may not terminate this Agreement without the prior approval of the University President and the IHL.

Upon termination or non-renewal of this Agreement, (1) the Alumni shall cease to use and shall not assign or delegate the authority to use the University's name or registered marks or logos to any person or entity without the written approval of the President, (2) the Alumni shall remit any and all unrestricted funds held for the benefit of the University to such entity as designated in writing by the President on behalf of the University, (3) the Alumni shall work in concert with its donors, to the extent practical and allowed by law, to move any restricted funds held for the benefit of the University to such entity as designated in writing by the President on behalf of the University, (4) the Alumni shall work in concert with persons or entities with which it had contractual relations to the extent practical and allowable by law, to assign any contracts to such entity as designated by the President; and (5) the Alumni shall work in concert with the University to provide the University or its designee with records and materials of the Alumni as are necessary to continue the business and/or wind up the affairs of the Alumni.

In the event that the President notifies IHL that the relationship between the President and the Alumni is detrimental to the well being of the University, IHL shall attempt to reconcile the parties, including through mediation if advisable. However, if the IHL determines and notifies the President that it is in the best interest of the University to substitute new members of the Board of Directors of the Alumni, the President may direct that at the expiration of a ninety-day period, the terms of office of up to 100% of the total number of Directors shall be deemed to have expired. Upon such event a five person Commission shall be selected as follows: (A) one member appointed by the Institutional Executive Officer, (B) one member appointed the IHL, (C) one member

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 108 OF 319**

appointed by the Board of Directors of the Mississippi State University Foundation, Inc., and (D) the two most recent living National Alumnus of the Year award winners. The Commission shall then appoint, by majority vote, members to the Board of Directors to replace the Directors whose terms shall be deemed to have expired which may include former National Alumni Board Members. The reconstituted Board of Directors shall then elect new officers of the Alumni.

Notices. Any notice, request, demand, or other communication permitted to be given hereunder shall be in writing and shall be deemed to be duly given when personally delivered to the National President or Executive Director of the Alumni or the President of the University, as the case may be, when delivered by electronic mail, or when deposited in the United States mail, by certified or registered mail, return receipt requested, postage prepaid, at the respective addresses of the Alumni and the University as shown below, or to such other address as either party shall designate by written notice to the other:

As to the University:
President
Mississippi State University
P. O. Box 6018
Mississippi State, MS 39762

As to the Alumni:
Executive Director
Mississippi State University
Alumni, Incorporated
P. O. Box AA
Mississippi State, MS 39762

Assignment. Neither this Agreement nor any interest herein may be assigned, transferred, or conveyed in whole or in part.

Applicable Law. This Agreement shall be construed, interpreted and the rights and duties of the parties determined in accordance with the laws of the State of Mississippi.

Reportable Events and Notices

The Alumni shall promptly notify the President of the University and the IHL, in writing, if any of the following events ("Reportable Events") occur: investigations under the Agreement; The Alumni has materially failed to properly receive, apply, manage or

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 109 OF 319

disburse any funds or has materially failed to properly comply with any binding instructions from donors relating to those funds; The Alumni has engaged in any conduct that is prohibited or subject to sanction under state or federal law, including any and all requirements applicable to tax exempt organizations; There has been a failure by the Alumni or any of its officers and directors to comply with any conflict of interest requirements created by applicable state or federal law or by the governing documents or procedures of the Alumni; Any state or federal regulatory body begins any investigation of any matter that may have a significant financial or regulatory effect on the Alumni or upon its status as a tax exempt organization; or The Alumni has contracted with or entered into any business or pecuniary relationship with any of its board members, other than a full time employee of the Alumni, or any entity controlled directly or indirectly by the board member, which would reasonably be expected to provide for payment or benefits to that person exceeding the value of \$50,000 in any calendar year; The previous sentence creates a duty for the Alumni to report any such transaction but does not suggest or imply that all such transactions are either prohibited or permitted. the President of the Alumni shall submit to the President and the IHL as signed certification statement annually, before January 31 of each year, which affirmatively states that the Alumni has examined its donor records and business transactions occurring during its fiscal year ending within the prior calendar year, and that to the best of its knowledge, there is no evidence that any Reportable Events occurred, other than those which have been duly reported to the President and the IHL , as required above. The President of the Alumni shall re-affirm that, in the event he/she becomes aware of such Reportable Events, the Alumni President will immediately notify, in writing, the President of the University.

Miscellaneous.

The President of the University shall make all necessary reports tith the Commissioner of Higher Education concerning supplemental compensation or salary supplements made by the Alumni to administrators, faculty, athletic staff, and other employees of the University. No form of additional compensation for the President or any IHL system office employee be underwritten or increased by the Alumni without the prior approval of the IHL. The request for approval shall come through the Commissioner to the IHL Board. As to other University employees, no form of additional compensation may be provided or paid by the Foundation without the prior approval by the President. This provision does not apply to transfers from the Foundation to the University for items such as professorships, chairs, and other programmatic support that are paid directly to the University and included in its annual budget.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 110 OF 319**

A waiver by either party of any of the terms and conditions of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or any subsequent breach thereof, or of any other term and condition of this Agreement.

Should the Alumni cease to exist, any remaining assets of the Alumni must be transferred to another non-profit, tax exempt organization in support of the University or the University itself. Compliance with this provision must be in compliance with applicable IRS regulations. This Agreement constitutes the basic agreement between the parties with respect to the services of the Alumni. This Agreement may be amended only by an instrument in writing specifically referring to this Agreement and executed by duly authorized representatives of both parties to this Agreement. This Agreement supersedes the Third Amended Relationship Agreement between the Alumni and the University dated December 2006. If any provision(s) of this Agreement shall, for any reason, be held violative of any applicable law, and so much of said Agreement is held to be unenforceable, then the invalidity of such specific provision(s) shall not be held to invalidate any other provisions, which shall remain in full force and effect, unless the absence of such invalidated provision(s) would materially alter the purpose and intent of this Agreement. The parties acknowledge that the Alumni has, and the Alumni agrees to keep in effect, a conflict-of-interest policy that complies with all requirements of Miss. Code Ann. §79-11-269 (1972), as amended, entitles "Conflict of Interest Transaction."

After the execution of this Agreement, the maximum period of time for which this Alumni shall enter into contracts for professional, advisory, or other personal services shall be two (2) years. The headings of the several Sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. This Affiliation Agreement shall also extend, as applicable, to any entity owned or controlled by the Alumni which holds funds or other assets for the benefit of the University.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Dr. Mark E. Keenum
President
Mississippi State University

Karen Dugard Lawler
President
Mississippi State University Alumni, Inc.

Date: _____

Date: _____

STAFF RECOMMENDATION: Board staff recommends approval of this item.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 111 OF 319**

12. MSU - APPROVAL OF PROPOSED AFFILIATION AGREEMENT BETWEEN MISSISSIPPI STATE UNIVERSITY FOUNDATION, INC.

Mississippi State University (MSU) requests Board approval of the below proposed affiliation agreement between MSU and MSU Foundation, Inc. The proposed agreement meets the requirements of Board Policy 301.0806 Foundation/Affiliated Entity Activities.

THIS AFFILIATION AGREEMENT ("Agreement") is entered into as of the ____ day of _____, 2010, by and between MISSISSIPPI STATE UNIVERSITY ("University") and MISSISSIPPI STATE UNIVERSITY FOUNDATION, INC. ("Foundation").

WHEREAS, the University is an institution of higher education, and an agency of the State of Mississippi; and

WHEREAS, the Foundation is a Mississippi non-profit corporation, recognized as tax exempt under Section 501(c)(3) of the Internal Revenue Code, the purpose of which is to solicit, invest, manage, administer and recognize private gifts which support the educational, research and service missions of the University; and

WHEREAS, the Foundation, in connection with its major gift fund-raising and asset management activities, utilizes personnel experienced in both planning and management of solicitation of private contributions and the investment, accounting and disbursement of these assets ; and

WHEREAS, the President of the University (hereinafter referred to as the "President") believes that it is in the best interest of the University for fund raising to be coordinated through the Foundation to increase efficiency and to expand the current sources of support for the University and desires to engage the services of the Foundation in accordance with the terms and conditions more fully set forth herein below; and

WHEREAS, the University has the authority and right to enter into agreements with affiliated 501(c)(3) not-for-profit organizations, subject to the Institutions of Higher Learning Board of Trustees (the "Board" or "IHL") Policy 301.0806 (the "Policy");

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

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 112 OF 319

1. Relationship of Parties. The Foundation is a not-for-profit corporation, organized under the laws of the State of Mississippi. In accordance with its Articles of Incorporation, the Foundation is to be administered and operated exclusively for the benefit of the University. However, the Foundation is not a subsidiary of the University and is not directly or indirectly controlled by the University. The independent Board of Directors of the Foundation is entitled to make all decisions regarding the business and affairs of the Foundation. Moreover, the assets of the Foundation are the exclusive property of the Foundation and do not belong to the University. The resources of the Foundation are committed and disbursed at the discretion of the Foundation's Board of Directors in accordance with donor directions and with Foundation policy, developed and updated as needed in cooperation with the University. No University employee or other persons directly or indirectly employed by the IHL shall serve as a voting member of the Board of Directors of the Foundation, but may serve as an ex-officio non-voting member.

2. Foundation Services. During the term of this Agreement, the Foundation shall be responsible for conducting on behalf of the University, as specifically requested by the University, goal-specific fund-raising activities, campaigns and development initiatives (collectively, the "Programs") for the purpose of securing financial support from the general public for the benefit of the University. The Foundation shall consult and coordinate with the University regarding the Foundation's means and methods for conducting the Programs. In its operations and in performing services for the University, the Foundation shall comply with all applicable state and federal law. The services to be performed by the Foundation hereunder shall include, but not be limited to:
 - A. Planning and coordinating fund-raising activities, including major gift campaigns, annual giving campaigns, and fund-raising initiatives as requested by the President, with the various colleges, schools, departments, and operating units within the University.

 - B. Notifying all designated University beneficiaries of gifts and contributions to the Foundation for their benefit, including the terms of any restrictions on such gifts, and making regular reports of fund balances and expenditures available to account administrators and department administrators.

 - C. Receiving all gifts and contributions to the University for necessary and appropriate acknowledgment, as required by the Internal Revenue Code, and delivery to the Chief Financial Officer of the Foundation for recording

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 113 OF 319

and deposit. Assets of the Foundation shall be maintained pursuant to the Uniform Management of Institutional Funds Act (UMIFA) or Uniform Prudent Management of Institutional Funds Act (UPMIFA) as promulgated by the State of Mississippi.

- D. Planning, supervising, and directing fundraising and donor stewardship programs specified by the University including coordination with various groups at the University.
- E. Directing the services of a professional staff for major gift, gift planning and corporate and foundation development activities, prospect research, donor stewardship, investments, accounting and disbursement.
- F. Working where appropriate with the designated offices of the University to arrange press conferences, press releases, and radio and television communications to acknowledge significant gifts.
- G. Maintaining records concerning charitable pledges, gifts, and contributions to the University.
- H. Providing the services of trained development professionals (the "Directors of Development") to the various Colleges of the University (collectively, the "Colleges"), as appropriate, subject to approval by the President of the University and the College represented and the continued availability of funds. The addition of a Director of Development dedicated to support of a College of the University will be by agreement with the President of the University in consideration of the Foundation's budget and need based upon analysis of the College's potential for increased success. The services to be performed by the Foundation shall include, but not be limited to, management of fund-raising Programs of the specific Colleges, through the following activities:
 - (i) Researching individuals, foundations, and corporations to determine qualification as prospective donors;
 - (ii) Planning and advising the University on the best strategy for approaching each potential donor;
 - (iii) Arranging for the preparation and dissemination of necessary and appropriate materials for the Programs, including, without

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 114 OF 319

limitation, brochures, slide presentations, pledge forms, and funding proposals;

- (iv) Soliciting major gifts for the benefit of the College and the University; and
 - (v) Coordinating all follow-up activities after each solicitation and fund-raising event.
- I. Coordinating with Student Financial Aid, the Office of Enrollment Services, the Honors Program Office, the Provost Office, and University Colleges or departments in the management and recognition of all scholarship programs.
 - J. Providing University-wide recognition of major donors and deferred gift donors through the formal stewardship programs established by the Foundation and advising and coordinating with College-based stewardship activities.
 - K. Providing access for University personnel to in-house fund-raising training by outside professionals.
 - L. Providing office space in the Foundation's building for the University Vice President for the Division of Development and Alumni, and his immediate staff.
 - M. Providing timely transfer for funds, reimbursement of expenses or payment of vouchers approved in accordance with Foundation policy.
 - N. Providing supplemental compensation to certain university employees at the discretion of the President of the University and the Foundation's Board of Directors.
 - O. Managing assets of the University, upon request of the University, in accordance with the Joint Venture Agreement, as amended from time to time, a copy of which is attached hereto as Exhibit "A". The IHL shall have the right to inspect and audit such funds.
 - P. Such other duties as the University may reasonably request as necessary or desirable to effectively conduct the Programs and provide the Services.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 115 OF 319

3. University Obligations. For all services rendered by the Foundation under this Agreement, and in consideration of the agreements of the Foundation contained herein, the University shall, at no additional cost to the Foundation, during the term of this Agreement:
 - A. Provide to the Foundation all personnel necessary for the performance of its duties under this Agreement; such personnel shall be selected, hired and discharged by the University; the compensation of such personnel, together with all fringe benefits, employment taxes, and other costs thereof, shall be set and paid by the University; all such personnel shall be under the full supervision and control of the University and shall for all purposes be considered employees of the University.
 - B. Provide offices, utilities, and other support for the college or unit Directors of Development as necessary and appropriate for work on-site within the Colleges, adequate for the performance of the services required hereunder.
 - C. Reimburse the Foundation for certain reasonable business expenses, which the Foundation may incur on the University's behalf.
4. Determination of Needs for Solicitation of Private Funds. It is understood and agreed that Foundation shall look to the University for a determination of specific needs and programs for which the Foundation shall plan and manage as a part of its fund-raising programs. However, the University understands the importance of long-range planning in fund solicitation and agrees to involve the Foundation in the process of determining the specific needs and programs as well as the planning for the Programs themselves. The President of the University shall be responsible for planning for these specific needs and Programs.
5. Financial Statements. The Foundation shall maintain financial and accounting records which shall include such detail as the IHL may require in accordance with Generally Accepted Accounting Principles, which records shall be maintained separately from the records of the University. These financial records shall be audited annually by a Certified Public Accounting firm engaged for that purpose by the Foundation and approved by the IHL. The Foundation shall submit annual audited financial statements for inclusion in the State of Mississippi's Comprehensive Annual Financial Report ("CAFR") as determined by the IHL Board's Deputy Commissioner of Finance and Administration and the external auditing firm hired to perform the annual IHL system audit to the President and to the IHL, along with a list of Foundation officers and directors by October 15 of

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 116 OF 319

each year. A request for approval of the CPA firm shall be submitted to the IHL Board on an annual basis not later than three months prior to the end of the Foundation's fiscal year for which the audit will be conducted unless approval is specifically granted for multiple years.

6. Confidential Records. Certain donor and fund information maintained in furtherance of the Foundation's fundraising activities is recognized to be the property of the Foundation and as such is confidential whether in paper or electronic format. The parties acknowledge that the Foundation's electronic donor records, including, but not limited to related biographical, pledge, and gift records, are the exclusive property of the Foundation, regardless of the server or computer on which the records reside. To the extent information shared with the University may be protected from disclosure, the University will take all necessary action to protect such information under available statutory exceptions if disclosure would result in a breach of confidence by the Foundation or public disclosure of private information. In particular, the University will actively pursue the protection of the identity of donors and any information the Foundation may collect about the donors and shall establish and enforce policies that support the Foundation's ability to respect the privacy and confidentiality of donor records.

If requested by the University, the Foundation shall provide any and all information and allow inspection of all records relating to the operation or management of the Foundation or any funds contributed to, received by, expended by or managed by the Foundation. To the extent that information is inspected, reviewed or received by the President or his designees with respect to the identity of donors who have expressly stated they wish to remain anonymous, or with respect to any information relating to the identification, cultivation and solicitation of donors, or with respect to personal, commercial or proprietary information relating to a donor or his/her family or business, such information shall be treated as confidential by the President and any designee who may acquire such information. The University shall take appropriate safeguards to assure that such information is utilized or disseminated only in a manner that is appropriate under the circumstances. Such inspection rights are also extended to the IHL acting upon its minutes; however, it is understood that the appropriate extent of any disclosure or other use of the information is in the discretion of the IHL and, further, any decision to release any personal, commercial or proprietary information or to release any information that would identify any particular donor shall be made by the IHL, acting upon its minutes.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 117 OF 319

7. Communications. The President of the University shall be responsible for communicating to the Foundation priorities and long-term plans of the University. The parties shall work together to encourage communications between members of the Board of Trustees of Institutions of Higher Learning and the Board of Directors of the Foundation to include periodic meetings between the members of the Board of Trustees, the President of the Foundation, and the President of the University. To provide the Directors with the appropriate information to assist them in the proper execution of their duties and responsibilities as the Board of Directors of the Mississippi State University Foundation, Inc., the University shall furnish the Foundation reports, schedules and records as may be requested by the Foundation, and the Directors of the Foundation will seek input from the President of the University in defining major needs and priorities.
8. Gift Receipting and Ownership. All gifts received by the University shall be immediately forwarded to the Foundation for acknowledgment in accordance with (2)(C) of this Agreement to ensure proper receipting and recording of all gifts into a common record. Gifts made to the University shall be accounted for and ownership maintained by the University; gifts made to the Foundation shall be accounted for and ownership maintained by the Foundation. However, checks made payable to the University will be endorsed and transferred to the Foundation if a gift agreement exists between the donor and the Foundation. If a check is made payable to the University and no gift agreement exists between the Foundation and the donor, the donor will be contacted to clarify his intent. It will be explained that, in most situations, it is the University's desire to have funds held within the Foundation. The intent expressed by the donor will then control the delivery and ownership of the funds.
9. Independent Contractor. It is understood and agreed that the Foundation, its officers, employees, and agents, if any, shall act solely in the capacity of an independent contractor and not as employees of or agents for the University.
10. Foundation Funding. The Foundation, with the consent of the University, which consent shall not be unreasonably withheld, may use a percentage of the annual unrestricted funds, assess fees for services, or impose charges against managed funds to support its operations.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 118 OF 319

11. Term of Agreement and Termination. Subject only to the provisions for termination as hereinafter set forth, the initial term of this Agreement shall begin on January 1, 2011, and end on December 31, 2015, if not renewed by mutual consent of the parties before that date.
- A. The University may terminate this Agreement without cause with thirty (30) days written notice to the Foundation and with the prior approval of the IHL, acting upon its minutes.
 - B. The University may terminate this Agreement for cause, without notice to the Foundation but with notice to the IHL and prior approval of the IHL, acting upon its minutes. The Foundation may not terminate the Agreement without the prior approval of the University President and the IHL.
 - C. Upon termination and non-renewal of this Agreement, (1) the Foundation shall cease to use and shall not assign or delegate the authority to use the University's name or registered marks or logos to any person or entity without the written approval of the President, (2) the Foundation shall remit any and all unrestricted funds held for the benefit of the University to such entity as designated in writing by the President on behalf of the University, (3) the Foundation shall work in concert with its donors, to the extent practicable and allowed by law, to move any restricted funds held for the benefit of the University to such entity as designated in writing by the President on behalf of the University, (4) the Foundation shall work in concert with persons or entities with which it had contractual relations to the extent practical and allowed by law, to assign any contracts to such entity as designated by the President; and (5) the Foundation shall work in concert with the University to provide the University or its designee with records and materials of the Foundation as are necessary to continue the business and/or wind up the affairs of the Foundation.
 - D. The Foundation agrees to cease using University's name, marks, and logos in the event that the Foundation dissolves, ceases to be a non-profit corporation, or ceases to be recognized by the Internal Revenue Service as a tax exempt entity under Section 501(c)(3) of the Internal Revenue code.
 - E. In the event that the President notifies IHL that the relationship between the President and the Foundation is detrimental to the well being of the University, IHL shall attempt to reconcile the parties, including through mediation if advisable. However, if the IHL determines and notifies the

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 119 OF 319**

President that it is in the best interest of the University to substitute new members of the Board of Directors of the Foundation, the President may direct that at the expiration of a ninety-day period, the terms of office of up to 100% of the total number of Directors shall be deemed to have expired. Upon such event a five person Commission shall be selected as follows: (1) one member appointed by the President, (2) one member appointed by the IHL, (3) one member appointed by the Board of Directors of the Mississippi State University Alumni Association, and (4) two members appointed by a majority vote of the then living and competent individuals (not including entities such as corporations or foundations) who are members of the Zacharias Roundtable, McComas Benefactors, and Giles Partners donor groups as the Foundation, or the then existing equivalent donor groups with a lifetime giving of Five Million Dollars (\$5,000,000) or greater, by whatever name. The Commission shall then appoint, by majority vote, members to the Board of Directors to replace the Directors whose terms shall be deemed to have expired. It is expressly understood that any, or all, of the previous members of the Board of Directors of the Foundation may be re-appointed by this Commission. The reconstituted Board of Directors shall then elect new officers of the Foundation which may include former officers or Board Members.

F. The Foundation may not terminate this Affiliation Agreement without the consent of the President and the IHL.

12. Notices. Any notice, request, demand, or other communication permitted to be given hereunder shall be in writing and shall be deemed to be duly given when personally delivered to an officer of the Foundation or the President of the University, as the case may be, when delivered by electronic mail, or when deposited in the United States mails, by certified or registered mail, return receipt requested, postage prepaid, at the respective addresses of the Foundation and the University as shown below, or to such other address as either party shall designate by written notice to the other:

As to the University:	President
	Mississippi State University
	P. O. Box 6018
	Mississippi State, MS 39762

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 121 OF 319**

reasonably be expected to provide for payment or benefits to that person exceeding the value of Fifty Thousand Dollars (\$50,000) in any calendar year; The previous sentence creates a duty for the Foundation to report any such transaction but does not suggest or imply that all such transactions are either prohibited or permitted.

- B. The President of the Foundation shall submit to the President and the IHL a signed certification statement annually, before January 31 of each year, which affirmatively states that the Foundation has examined its donor records and business transactions occurring during its fiscal year ending within the prior calendar year, and that to the best of its knowledge, there is no evidence that any Reportable Events occurred, other than those which have been duly reported to the President and the IHL, as required above. The President of the Foundation shall re-affirm that, in the event he/she becomes aware of any such Reportable Events, the Foundation President will immediately notify, in writing, the President of the University.

16. Miscellaneous.

- A. The Foundation agrees to perform major gift fund-raising activities as requested by the University and shall not hold an exclusive right to other activities such as solicitation for support of athletic programs as currently performed by the Bulldog Club and the Bulldog Foundation, Inc. However, the University shall not make any contract or commitment with any other individual, corporation, association, or partnership concerning such activities without first notifying the Foundation
- B. The parties acknowledge that the Foundation has, and the Foundation agrees to keep in effect, a conflict-of-interest policy that complies with all requirements of Miss. Code Ann. §79-11-269 (1972), as amended, entitled "Conflict of Interest Transaction".
- C. The President of the University shall make all necessary reports to the Commissioner of Higher Education concerning supplemental compensation or salary supplements made by the Foundation to administrators, faculty, athletic staff, and other employees of the University. No form of additional compensation for the President or any IHL system office employee be underwritten or increased by the Foundation without the prior approval of the IHL. The request for approval shall come through the Commissioner to the IHL

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 122 OF 319

Board. As to other University employees, no form of additional compensation may be provided or paid by the Foundation without the prior approval by the President. This provision does not apply to transfers from the Foundation to the University for items such as professorships, chairs, and other programmatic support that are paid directly to the University and included in its annual budget.

- D. After the execution of this Agreement, the maximum period of time for which the Foundation shall enter into contracts for professional, advisory, or other personal services shall be two (2) years.
- E. A waiver by either party of any of the terms and conditions of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or any subsequent breach thereof, or of any other term and condition of this Agreement.
- F. This Agreement constitutes the basic agreement between the parties with respect to the services of the Foundation concerning the Programs. This Agreement may be amended only by an instrument in writing specifically referring to this Agreement and executed by duly authorized representatives of both parties to this Agreement.
- G. This Agreement supersedes a similar agreement between the Foundation and the University dated May 20, 2005.
- H. If any provisions of this Agreement shall, for any reason, be held violative of any applicable law, and so much of said Agreement is held to be unenforceable, then the invalidity of such specific provision shall not be held to invalidate any other provisions, which shall remain in full force and effect.
- I. The headings of the several Sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- J. This Affiliation Agreement shall also extend, as applicable, to any entity owned or controlled by the Foundation which holds funds or other assets for the benefit of the University.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 123 OF 319**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Dr. Mark E. Keenum	James J. Rouse
President	President
Mississippi State University	Mississippi State University Foundation, Inc.

Date: _____ Date: _____

STAFF RECOMMENDATION: Board staff recommends approval of this item.

13. MSU - APPROVAL OF PROPOSED AFFILIATION AGREEMENT BETWEEN MISSISSIPPI STATE UNIVERSITY AND THE BULLDOG CLUB

Mississippi State University (MSU) requests Board approval of the below proposed affiliation agreement between MSU and The Bulldog Club. The proposed agreement meets the requirements of Board Policy 301.0806 Foundation/Affiliated Entity Activities.

THIS AGREEMENT ("Agreement") is entered into as of the _____ day of _____, 2010, by and between MISSISSIPPI STATE UNIVERSITY ("University") and THE BULLDOG CLUB ("Club").

WHEREAS, the University is an institution of higher education, and an agency of the State of Mississippi; and

WHEREAS, the Club is a Mississippi non-profit corporation, recognized as tax exempt under Section 501(c)(3) of the Internal Revenue Code, the purpose of which is to support athletic programs (the "Programs") of the University by raising funds primarily to provide scholarships for student athletes and facilities necessary or desirable for the Programs; and

WHEREAS, the President of the University (the "President") believes that it is in the best interest of the University for athletic fund raising to be coordinated through the Club to increase efficiency and to expand the current sources of support for the Programs and desires to engage the services of the Club in accordance with the terms and conditions more fully set forth herein below;

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

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 124 OF 319

1. Relationship of Parties. The Club is a not-for-profit corporation, organized under the laws of the State of Mississippi. In accordance with its Articles of Incorporation, the Club is to be administered and operated exclusively for the benefit of the Programs of the University. However, the Club is not a subsidiary of the University and is not directly controlled by the University. The independent Board of Directors of the Club is entitled to make all decisions regarding the business and affairs of the Club. Moreover, the assets of the Club are the exclusive property of the Club and do not belong to the University. The resources of the Club are committed and disbursed at the discretion of the Club's Board of Directors in accordance with donor directions and with Club policy developed and updated as needed in cooperation with the University. No university employee or other persons directly or indirectly employed by the IHL shall serve as a voting member of the Board of Directors, but may serve as an ex-officio non-voting member. No member of the IHL Board shall hold a voting position.

2. Club Services. The services to be performed by the Club hereunder shall include, but not be limited to:
 - A. Planning and coordinating fund-raising activities, annual giving campaigns, fund-raising initiatives, and making capital improvements, as requested by the President, in cooperation with the MSU Foundation, Inc., The Bulldog Foundation, Inc., and the University Athletic Department. The Club shall operate and perform services in compliance with all applicable state and federal laws.

 - B. Notifying the Director of Athletics of all designated gifts and contributions to the Club for the benefit of athletics, including the terms of any restrictions on such gifts, and making regular reports of fund balances and expenditures available to appropriate University administrators.

 - C. Receiving all gifts and contributions to the Club for necessary and appropriate acknowledgment, as required by the Internal Revenue Code, and delivery to the chief financial officer of the Club for recording and deposit. Assets of the Club shall be maintained pursuant to the Uniform Management of Institutional Funds Act (UMIFA) or Uniform Prudent Management of Institutional Funds Act (UPMIFA) as promulgated by the State of Mississippi.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 125 OF 319

- D. Directing the services of a professional staff for campaigns, planning, and corporate and Club development activities, prospect research, donor stewardship, investments, accounting, and disbursement.
 - E. Working where appropriate with the designated offices of the University to arrange press conferences, press releases, and radio and television communications to acknowledge significant gifts.
 - F. Maintaining records concerning charitable pledges, gifts, and contributions to the Club.
 - G. Coordinating with appropriate university officials in the management and recognition of all scholarship programs.
 - H. Providing timely transfer for funds, reimbursement of expenses or payment of vouchers approved in accordance with Club policy
 - I. Manage, control, market, and sell seating and parking, as designated by the University, for athletic events.
 - J. Manage, plan, design, fund, and oversee construction of athletic facilities as designated by the University for the Athletic Department.
 - K. Provide vehicles for use by coaches, assistants and other university employees as requested by the University and determined to be beneficial by the Club.
 - L. Such other duties as the University may reasonably request as necessary or desirable to effectively conduct the athletic fund raising programs and Services.
 - M. University assets are not being managed by the Club or its voting Directors.
3. University Obligations. For all services rendered by the Club under this Agreement, and in consideration of the agreements of the Club contained herein, the University shall, at no additional cost to the Club, during the term of this Agreement:

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 126 OF 319

- A. Provide to the Club all personnel necessary for the performance of its duties under this Agreement; such personnel shall be selected, hired, and discharged by the University; the compensation of such personnel, together with all fringe benefits, employment taxes, and other costs thereof, shall be set and paid by the University; all such personnel shall be under the full supervision and control of the University and shall for all purposes be considered employees of the University.
 - B. Provide offices, furnishing and equipment, utilities, and other support for the Club as necessary and appropriate for the performance of the services required hereunder.
 - C. Reimburse the Club for certain reasonable business expenses, which the Club may incur on the University's behalf.
4. Determination of Needs for Solicitation of Private Funds. It is understood and agreed that Club shall look to the University for a determination of specific needs and athletic programs the Club shall plan and manage as a part of its fund-raising efforts. However, the University understands the importance of long-range planning in fund solicitation and agrees to involve the Club in the process of determining the specific needs and programs. The President of the University shall be responsible for planning for these specific needs and programs.
5. Financial Statements. The Club shall maintain financial and accounting records and annual financial statements in accordance with Generally Accepted Accounting Principles, which records shall be maintained separately from the records of the University. These financial records shall be audited annually by a Certified Public Accounting firm engaged for that purpose by the Club and approved by the IHL. These statements shall contain such detail as the IHL Board may from time to time require. The Club shall furnish, subject to such terms and conditions as required, to the University and the IHL by March 1 of each year such audited financial statements together with a list of the officers and directors of the Club.

The Club understands and agrees its Audited Financial Statement may be required for inclusion State of Mississippi's Comprehensive Annual Financial Report(CAFR). If so required the Club will submit annual audited financial statements for inclusion in the CAFR, as determined by the IHL Board's Deputy Commissioner of Finance and Administration and external auditing firm hired to perform the annual IHL system audit. If requested the Club will furnish the

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 127 OF 319

annual audited financial statements to the President and to the IHL, along with a list of Club officers and directors by October 15 of the year requested. The IHL Board's Deputy Commissioner of Finance and Administration shall notify the Club of the applicability of the October 15 deadline as far in advance of the deadline as possible each year.

The CPA firm utilized by the Club must be approved by the IHL Board and all requests for approval of such firm must be submitted to the IHL Board. All requests for approval of the CPA firm must be submitted to the IHL Board for approval not later than three (3) months prior to the end of the Club's fiscal year for which the audit will be conducted. Unless approval is specifically granted for multiple years, approval of a firm by the IHL Board for one year does not constitute approval for other years, and the Club shall then submit requests for CPA approval on an annual basis. The Club and the President may request a waiver of the requirement of an annual audit by a CPA firm on a showing of adequate grounds, such as limited assets make the expense of such an audit financially burdensome to the Club and unnecessary. The IHL Board may grant such a waiver which may be conditioned upon such other review of the financial records of the Club as the University and the IHL may deem feasible. The Club shall accompany such request for a waiver with (a) its most recent annual audited financial statement (if it exists), (b) the financial statements of the most recently completed fiscal year, (c) a written description of how the Club anticipates the year-end financial statement for the current year will differ from the financial statements of the end of the most recently completed fiscal year, and (d) a good faith estimate of the cost of engaging an auditor with respect to the statements. The granting of any request for such a waiver is within the sole discretion of the University and the IHL Board. Any waiver granted shall apply only for one year, and any request to waive the requirement for any succeeding year will be submitted as above set out.

6. Confidential Records. Certain donor and fund information maintained in furtherance of the Club's fundraising activities is recognized to be the property of the Club and as such is confidential whether in paper or electronic format. The parties acknowledge the Club's electronic donor records, including, but not limited to related biographical, pledge, and gift records, are the exclusive property of the Club, regardless of the server or computer on which the records reside. To the extent information shared with the University may be protected from disclosure, the University will notify the Club before disclosure to afford the University and the Club an opportunity to take all necessary action to protect such information under available statutory exceptions if disclosure would result in a breach of confidentiality or public disclosure of confidential, or private

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 128 OF 319

information. In particular, the University will actively join with the Club to pursue the protection of the identity of donors and any information the Club may collect about said donors and shall establish and enforce policies that support the Club's ability to respect the privacy and confidentiality of donor records. If requested by the University, the Club shall provide any and all information and allow the inspection of all records relating to the operation or management of the Club or any funds contributed to, received by, expended by, or managed by the Club. To the extent that information is inspected, reviewed or received by the President or his designees with respect to the identity of donors who have expressly stated they wish to maintain anonymous, or with respect to any information relating to the identification, cultivation and solicitation of donors, or with respect to personal, commercial or proprietary information relating to a donor or his/her family or business, such information shall be treated as confidential by the President and any designee who may acquire such information. The University shall take appropriate safeguards to assure that such information is utilized or disseminated only in a manner that is appropriate under the circumstances. Such inspection rights are also extended to the IHL acting upon its minutes; however, it is understood the appropriate extent of any disclosure or other use of the information is in the discretion of the IHL and, further, any decision to release any personal, commercial, or proprietary information that would identify any particular donor shall be made by the IHL, acting upon its minutes.

7. Communications. The President of the University shall be responsible for communicating to the Club priorities and long-term plans of the University. The parties shall work together to encourage communications between the Board of Trustees of State Institutions of Higher Learning and the Board of Directors of the Club. To provide the Directors with the appropriate information to assist them in the proper execution of their duties and responsibilities as the Board of Directors of the Club, the University shall furnish the Club reports, schedules and records as may be requested by the Club, and the Directors of the Club will seek input from the President of the University in defining major needs and priorities.
8. Gift Receipting and Ownership. All gifts received by the University for athletics shall be immediately forwarded to the Club for acknowledgment in accordance with section 2(C) of this Agreement to ensure proper receipting and recording of all athletics gifts into a common record. Gifts made to the Club shall be accounted for and ownership maintained by the Club. However, checks made payable to the University will be transferred to the Club if a gift agreement, pledge, or expectancy exists between the donor and the Club. If a check is made

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 129 OF 319**

payable to the University and no gift agreement, pledge, or expectancy exists between the Club and the donor, the donor will be contacted to clarify his intent. The intent expressed by the donor will control the delivery and ownership of the funds. Certain non-endowed gifts made for athletics may be received through the MSU Foundation, Inc. ("Foundation") as part of annual giving appeals, or otherwise. In these cases, the Foundation will acknowledge the gifts and hold the funds until disbursement is requested by the Club. If a donor wishes to establish an endowed fund for the benefit of athletics through the Foundation, normal policies governing the investment and disbursement of investment income from endowed funds will apply as set forth by the Board of Directors of the Foundation.

9. Independent Contractor. It is understood and agreed that the Club, its officers, employees, and agents, if any, shall act solely in the capacity of an independent contractor and not as employees of or agents for the University.
10. Club Funding. The Club, with the consent of the University, which consent shall not be unreasonably withheld, may use a percentage of the annual unrestricted funds, assess fees for services, or impose charges against managed funds to support its operations.
11. Term of Agreement. Subject only to the provisions for termination as hereinafter set forth, the initial term of this Agreement shall be for a period beginning on January 1, 2011, and ending on December 31, 2015, and shall continue thereafter from year to year.
 - A. The University may terminate this Agreement without cause with thirty (30) days written notice to the Club and with the prior approval of the IHL, acting upon its minutes.
 - B. The University may terminate this Agreement for cause, without notice to the Club but with notice to the IHL and prior approval of the IHL, acting upon its minutes. The Club may not terminate the Agreement without the prior approval of the University President and the IHL.
 - C. Upon termination and non-renewal of this Agreement: (1) the Club shall cease to use and shall not assign or delegate the authority to use the University's name or registered marks or logos to any person or entity without the written approval of the President; (2) the Club shall remit any and all unrestricted funds held for the benefit of the University to such

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 130 OF 319

entity as designated in writing by the President on behalf of the University; (3) the Club shall work in concert with its donors, to the extent practicable and allowed by law, to move any restricted funds held for the benefit of the University to such entity as designated in writing by the President on behalf of the University; (4) the Club shall work in concert with persons or entities with which it had contractual relations to the extent practical and allowed by law, to assign any contracts to such entity as designated by the President; and, (5) the Club shall work in concert with the University to provide the University or its designee with records and materials of the Club as are necessary to continue the business and/or wind up the affairs of the Club.

- D. The Club agrees to cease using University's name, marks, and logos, in the event that the Club dissolves, ceases to be a non-profit corporation, or ceases to be recognized by the Internal Revenue Service as a tax exempt entity under Section 501(c)(3) of the Internal Revenue Code.
- E. In the event that the President notifies IHL, that the relationship between President and the Club is detrimental to the well being of the University, IHL shall attempt to reconcile the parties, including through mediation, if advisable. However, if the IHL determines and notifies the President that it is in the best interest of the University to substitute new members of the Board of Directors of the Club, the President may direct that at the expiration of a ninety-day period, the terms of office of up to 100% of the total number of Directors shall be deemed to have expired. Upon such event, a five person Commission shall be selected as follows: (1) one member appointed by the President; (2) one member appointed by the IHL; (3) one member appointed by the Board of Directors of the Mississippi State University Alumni Association; and, (4) two members appointed by a majority vote of the Athletic Director, President of the Bulldog Foundation, the Faculty Representative of the Athletic Department and the then living two (2) largest lifetime individual donors to the Bulldog Club not members of the Board of Directors and who were not removed as a director under the provisions of this subsection. The Commission shall then appoint, by majority vote, members to the Board of Directors to replace the Directors whose terms shall be deemed to have expired. It is expressly understood that any one, or all, of the previous members of the Board of Directors of the Club may be re-appointed by this Commission. The reconstituted Board of Directors shall then elect

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 131 OF 319**

new officers of the Club, which may include former officers or Board Members.

- F. The Club may not terminate this Affiliation Agreement without the consent of the President and the IHL.
12. This agreement shall apply to any and all entities owned or controlled By the Club, with the exception of a special purpose entity created for the sole and specific purpose of utilization as a financing vehicle for the private financing of university auxiliary facilities by a private developer using the alternate dual-phase design-build privately financed construction method, as specially authorized by Miss. Code Ann. Section 37-101-41, et seq. (1972), as amended. Should the use/purpose of any such special purpose entity change, the Club will comply with any and all provisions of the affiliation agreement between the university and the entity owning or controlling the special purpose entity.
13. Notices. Any notice, request, demand, or other communication permitted to be given hereunder shall be in writing and shall be deemed to be duly given when personally delivered to an officer of the Club or the President of the University, as the case may be, or when deposited in the United States mails, by certified or registered mail, return receipt requested, postage prepaid, at the respective addresses of the Club and the University as shown below, or to such other address as either party shall designate by written notice to the other:
- | | |
|-----------------------|---|
| As to the University: | MISSISSIPPI STATE UNIVERSITY
Post Office Box 6018
Mississippi State, MS 39762 |
| As to the Club: | President
THE BULLDOG CLUB
Post Office Box BT
Mississippi State, MS 39762 |
14. Assignment. Neither this Agreement nor any interest herein may be assigned, transferred, or conveyed in whole or in part.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 132 OF 319**

15. Applicable Law. This Agreement shall be construed, interpreted and the rights and duties of the parties determined in accordance with the laws of the State of Mississippi.
16. Reportable Events and Notices.
- A. The Club President shall promptly notify the President and the IHL, in writing, if any of the following events (“Reportable Events”) occur:
- (i) The Club has materially breached any of its contractual obligations under the Agreement;
 - (ii) The Club has materially failed to properly receive, apply, manage, or disburse any funds or has materially failed to properly comply with any binding instructions from donors relating to those funds;
 - (iii) The Club has engaged in any conduct that is prohibited or subject to sanction under state or federal law, including any and all requirements applicable to tax exempt organizations;
 - (iv) There has been a failure by the Club or any of its officers and directors to comply with any conflict of interest requirements created by applicable state or federal law or by the governing document or procedures of the Club;
 - (v) Any state or federal regulatory body begins any investigation of any matter that may have a significant financial or regulatory effect on the Club or upon its status as a tax exempt organization; or
 - (vi) The Club has contracted with or entered into any business or pecuniary relationship with any of its Board members, other than a full-time employee of the Club, or any entity controlled directly or indirectly by the Board member, which would reasonably be expected to provide for payment or benefits to that person exceeding the value of Fifty Thousand Dollars (\$50,000) in any calendar year; the previous sentence creates a duty to the Club to report any such transaction but does not suggest or imply that all such transactions are either prohibited or permitted.
- B. The President of the Club shall submit to the President and the IHL a signed certification statement annually, before January 31 of each year, which affirmatively states the Club has examined its donor records and business transactions occurring during its fiscal year ending within the prior calendar year, and to the best of its knowledge, there is no evidence any Reportable Event occurred, other than those which have been duly

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 133 OF 319

reported to the President and the IHL, as required above. The President of the Club shall re-affirm that, in the event he/she becomes aware of any such Reportable Events, the Club President will immediately notify, in writing, the President of the University.

17. Miscellaneous.

- A. It is recognized that the Mississippi State University Foundation, Inc. is primary in major gift fund-raising activities as requested by the University but does not hold an exclusive right to other activities such as solicitation for support of athletic programs as currently performed by the Club and the Bulldog Foundation, Inc. However, the University has agreed to first notify the MSU Foundation, Inc. before making any contract or commitment with any other individual, corporation, association, or partnership concerning such activities.
- B. The parties acknowledge the Club has, and the Club agrees, to keep in effect a conflict-of-interest policy that complies with all requirements of MISS. CODE ANN. § 79-11-269 (1972), as amended.
- C. The President of the University shall make all necessary reports to the Commissioner of Higher Education concerning supplemental compensation or salary supplements made by the Club to employees of the University. No form of additional compensation for the President or any IHL system office employee may be underwritten or increased by the Club without prior approval of the IHL Board.
- D. A waiver by either party of any of the terms and conditions of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or any subsequent breach thereof, or of any other term and condition of this Agreement.
- E. This Agreement constitutes the basic agreement between the parties with respect to the services of the Club concerning athletics programs. This Agreement may be amended only by an instrument in writing specifically referring to this Agreement and executed by duly authorized representatives of both parties to this Agreement.
- F. This Agreement supersedes all prior, similar agreements between the Club and the University.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 134 OF 319**

- G. If any provisions of this Agreement shall, for any reason, be held violative of any applicable law, and so much of said Agreement is held to be unenforceable, then the invalidity of such specific provision shall not be held to invalidate any other provisions, which shall remain in full force and effect.
- H. After the execution of this Agreement, the maximum period of time for which the Club shall enter into contracts for professional, advisory, or other personal services shall be two (2) years.
- I. The headings of the several Sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be as of the day and year first above written.

Dr. Mark E. Keenum
President
MISSISSIPPI STATE UNIVERSITY

John W. Chapman
President
THE BULLDOG CLUB

Date: _____

Date: _____

STAFF RECOMMENDATION: Board staff recommends approval of this item.

14. MSU - APPROVAL OF PROPOSED AFFILIATION AGREEMENT BETWEEN MISSISSIPPI STATE UNIVERSITY AND THE BULLDOG FOUNDATION, INC.

Mississippi State University (MSU) requests Board approval of the below proposed affiliation agreement between MSU and The Bulldog Foundation, Inc. The proposed agreement meets the requirements of Board Policy 301.0806 Foundation/Affiliated Entity Activities.

This Agreement is made and entered into effective the 1st day of July, 2010 (the effective date) by and between Mississippi State University, a state institution of higher learning, organized and existing under the laws of the State of Mississippi (the "University"), and The Bulldog Foundation, Inc., a not-for-profit corporation duly chartered pursuant to the laws of the State of Mississippi (the "Foundation"). This Agreement is designed to govern the relationship between the University and the Foundation by setting

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 135 OF 319

forth the terms and conditions under which the University will provide certain support and services for the Foundation and the Foundation will provide certain support and services for and on behalf of the University.

PREAMBLE

WHEREAS, the Foundation has been established as a not-for-profit, educational and charitable organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, for the purposes outlined in its Charter of Incorporation; and

WHEREAS, the University has the authority and right to enter into agreements with affiliated 501(c) (3) not-for-profit organizations, subject to the Institutions of Higher Learning Board of Trustees (the "Board" or "IHL") Policy 301.0806 (the "Policy"); and

WHEREAS, the Board Policy acknowledges that the independent nature of the Foundation provides flexibility to the University in fiscal management and responsiveness; and

WHEREAS, the Foundation has the responsibility under its mission statement and as a not-for-profit corporation to use its resources in a responsible and effective manner to operate exclusively for the benefit of University athletics by providing sports programming, publications and corporate marketing and funding to supplement salaries of coaches and other needs of University athletics; and

WHEREAS, the University has determined that it is in the best interest of the University to grant to the Foundation the exclusive rights to sports programming which involve radio game broadcasts, including coaches' pre- and post-game programs; half-time activities and post-game programs and all related radio programming including coaches' call-in and similar shows; television broadcasts for coaches' shows; any live television done outside NCAA, CFA and SEC agreements which would remain University property; pay-per-view telecasts; publishing rights for the official football, basketball and baseball game day programs; publishing rights for the athletic sports newspaper; and corporate marketing rights as hereinafter set forth, and desires to engage the services of the Foundation in accordance with the terms and conditions more fully set forth herein below; and

WHEREAS, this Agreement is to cover production, distribution, sales and all responsibilities and duties related thereto of the above listed programming and publications for University football, basketball and baseball regular season games to be played from July 1, 2010 for one year and thereafter during the term of this Agreement. Post-season games are included when rights are available to the University; and

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 136 OF 319**

WHEREAS, the University and the Foundation anticipate that the Foundation will provide the University with specified services in carrying out its mission; and

WHEREAS, the University and the Foundation desire to define the arrangement concerning services, facilities, and activities in support of each other as set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for good and valuable consideration, the adequacy of which is hereby acknowledged, the University and the Foundation do hereby agree as follows:

ARTICLE 1. RELATIONSHIP OF THE PARTIES

The Foundation is a not-for-profit corporation, organized under the laws of the State of Mississippi. In accordance with its Articles of Incorporation, the Foundation is to be administered and operated exclusively for the benefit of the Department of Intercollegiate Athletics of the University and consistent with the mission, goals and objectives of the University. However, the Foundation is not a subsidiary of the University and is not directly controlled by the University or the Board of Trustees of State Institutions of Higher Learning. No member or employee of IHL shall hold a voting position on the Foundation Board unless approved as an exception by IHL. The independent Board of Directors of the Foundation is entitled to make all decisions regarding the business and affairs of the Foundation. Moreover, the assets of the Foundation are the exclusive property of the Foundation and do not belong to the University. No University assets are to be managed by the Foundation, nor is the Foundation authorized to accept such assets. The resources of the Foundation are committed and disbursed at the discretion of the Board of Directors of the Foundation in accordance with Foundation policy developed and updated as needed in cooperation with the University. The University President shall be responsible for communicating to the Foundation priorities and long-term plans of the University. The parties shall work together to encourage communications between the IHL and the Board of Directors of the Foundation. To provide the Directors with the appropriate information to assist them in the proper execution of their duties and responsibilities as the Board of Directors of the Foundation, the University shall furnish the Foundation reports, schedules and records as may be requested by the Foundation, and the Directors of the Foundation will seek input from the University President in defining major needs and priorities.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 137 OF 319**

ARTICLE 2. USE OF FACILITIES, PERSONNEL AND SERVICES

2.1 The University shall provide the Foundation with meeting and other space and facilities for business purposes as needed by the Foundation.

2.2 The Foundation may utilize, with the approval of the University Director of Athletics, which approval shall not be unreasonably withheld, such University administrative, professional and other employees from time to time as are needed to carry out the purposes of the Foundation.

2.3 The Foundation shall reimburse the University for expenses the University incurs as a result of Foundation operations, if those expenses would not otherwise have been incurred by the University.

2.4 The University's name and registered marks and logos have great economic and public relations value to the University, its faculty, staff, alumni and students. The Foundation shall not assign or delegate the authority to use University's name or registered marks or logos to any person or entity without the written approval of the University Trademark Licensing Program office. To assist the Foundation in discharging its obligations under this Agreement and in soliciting, developing and generating private and corporate support for the University, the University grants the Foundation the following rights:

2.4 (a) A non-exclusive, non-transferable license to use University trademarks, service marks and logos consistent with University policy, including but not limited to a license to use marks developed by the University for use by the Foundation.

2.4 (b) An exclusive, transferable license to use University trademarks, service marks and trade names historically associated with the Foundation.

2.4 (c) The designation of the Foundation as a University affiliated entity.

2.4 (d) Such other rights, privileges or benefits as the University President, in his/her sole discretion, may determine will assist the Foundation in discharging its obligations under this Agreement.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 138 OF 319**

ARTICLE 3. RIGHTS AND OBLIGATIONS

3.1 RADIO

3.1(a) The Foundation agrees to:

- a. Formulate, organize and operate, including all production and distribution, a sports radio network for University football, basketball and baseball game broadcast including coaches' pre- and post-game shows and all related radio programming including coaches' pre-game program, half-time activities and post-game program.
- b. Sell all advertising for football, basketball and baseball game broadcasts including coaches' pre- and post-game shows and all related radio programming including call-in shows and receive all revenues derived therefrom.
- c. Defray all production and distribution costs of radio programming.
- d. Defray all costs of talent for radio programming.
- e. Give the University the right to approve talent and/or announcers for football, basketball and baseball game broadcasts and all related programming on the sports radio network.

3.1(b) The University agrees to:

- a. Grant all radio broadcast for football, basketball and baseball games and call-in shows on an exclusive basis for the term of this contract and provide access to buildings and stadiums as needed.
- b. Guarantee coaches' availability for and participation in call-in shows and pre- and post-game shows at no cost to the Foundation other than the annual rights fee covered hereinafter.
- c. Convey exclusive advertising rights to the Foundation for all radio programming that is covered in this Agreement and the Foundation shall be entitled to all revenues derived therefrom.
- d. Allow broadcast crew to travel on University charter or commercial transportation when practical and arrange housing for broadcast crew in conjunction with away games.

3.2 TELEVISION

3.2(a) The Foundation agrees to:

- a. Formulate, organize and operate, including all production and distribution, a sports television broadcast network for football, basketball and baseball coaches' shows, pay-per-view telecasts; and any live telecasts of athletic events done outside NCAA, CFA, and SEC agreements which would remain University property.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 139 OF 319

b. Distribute football, basketball and baseball coaches' television shows in the television markets of Mississippi.

c. Defray all costs of production, distribution and station media compensation.

d. Defray all cost of talent.

e. Give the University the right to approve talent and/or announcers for television productions.

f. Sell all advertising contained with coaches' television shows and receive all revenues derived therefrom.

3.2(b) The University agrees to:

a. Grant the Foundation the exclusive broadcast rights to all football, basketball and baseball television coaches' shows.

b. Guarantee coaches' availability for and participation in television coaches' shows at no cost to the University other than the annual rights fee covered hereinafter.

c. Grant all television broadcast rights to all football, basketball and baseball events to the University not covered under NCAA, CFA or SEC agreements.

d. Grant the Foundation exclusive pay-per-view rights to all athletic events.

e. Grant the Foundation exclusive right to sell all national and local advertising to all telecast and pay-per-view telecasts of football, basketball and baseball and receive all revenues derived therefrom.

3.3 PRINT

3.3(a) The Foundation agrees to:

a. Layout, design, print and distribute the official football, basketball and baseball game day programs for all home games.

b. Print football game day programs, basketball game day programs and baseball game day programs for all home games.

c. Defray all printing, layout, design, binding and distribution costs of game day programs.

d. Allow the University the following space for editorial copy: 50% editorial and 50% advertising.

e. Layout, design, print and deliver the *Dawgs' Bite* publication for at least 40 weekly issues during the calendar year printed in newspaper style and delivered in a timely fashion.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 140 OF 319**

f. Sell subscriptions, sell all advertising, defray all expense costs and receive all revenues from *Dawgs' Bite* sales.

g. Provide the University with one-half page advertising in each edition.

h. Provide factual sports related information as requested for publications.

i. Provide press credentials in order to properly cover all athletic events.

3.3(b) The University agrees to:

a. Grant all advertising rights to the Foundation for printing of official football, basketball and baseball game day programs for all home games.

b. Convey exclusive advertising rights to the Foundation for all game day programs that are covered in this Agreement and the Foundation shall be entitled to all revenues derived therefrom.

3.4 CORPORATE MARKETING RIGHTS

3.4(a) The Foundation agrees to:

a. Formulate and organize corporate marketing plans which would include, ticket backs, scoreboard advertising and corporate tents for events related to football, basketball and baseball.

b. Defray all costs related to corporate tent rights and scoreboards.

c. Sell radio, television and other corporate sponsorships within guidelines agreed to by the University

3.4(b) The University agrees to:

a. Grant the Foundation all corporate marketing rights, which would include, ticket backs, scoreboards and corporate tents for events related to football, basketball and baseball.

b. Convey exclusive advertising rights to the Foundation for all corporate marketing rights and the Foundation shall be entitled to all revenues derived therefrom.

c. Provide space on campus for corporate tents.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 141 OF 319

3.5 PROMOTION

3.5(a) The Foundation agrees to:

Make available to the University at no charge promotional time for University athletic events radio advertising on broadcasts of athletic events for the length of this Agreement.

3.5(b) The University agrees to:

a. Provide the following tickets to be used by Foundation corporate sponsors of radio, television, print and other sports programming which involve game broadcasts, and coaches' pre- and post-game programs; half-time activities and post-game programs and all related radio programming including coaches' call-in shows; television broadcasts for coaches' shows; any live television done outside NCAA, CFA and SEC agreements which would remain University property; pay-per-view telecasts; publishing the official football, basketball and baseball game day programs and the athletic sports newspaper *Dawgs' Bite*, and corporate marketing.

150 tickets to each home football game
50 tickets to each home basketball game
50 tickets to each home baseball game

b. Provide 10 parking passes to home football games.

3.6 ANNUAL RIGHTS FEES

The Foundation agrees to pay in cash or kind to the University a guaranteed annual rights fee in the amount of \$150,000.00 (One Hundred-Fifty Thousand No/100 Dollars) plus 50% of all net sales over \$1,000,000.00 (One Million and No/100 Dollars) for the sports year for which guaranteed annual rights fee is being paid. For the purpose of this Agreement a sports year shall be defined as beginning on July 1 and ending on June 30 of the subsequent year. For the purpose of this Agreement net sales shall be defined as all revenues received by the Foundation for radio, television, print, and corporate sponsorships less expenses and refunds.

3.7 The Foundation shall maintain its separate financial and accounting records in accordance with generally accepted accounting principles applicable for its industry. The Foundation shall also have an annual audit performed of its finances and operations by an independent certified public accounting firm which shall include such detail as IHL may from time to time require. Such firm shall be acceptable to the IHL.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 142 OF 319

A written request for approval shall be submitted to IHL not later than three months prior to the end of the fiscal year for which the audit will be conducted.

3.8 The Foundation acknowledges and agrees that the University owns all copyright, interest in and right to all trademarks, trade names, logos and service marks developed by the University for use by the Foundation, including all such trademarks, service marks and trade names historically associated with the Foundation.

3.9 The Foundation shall maintain a conflict-of-interest policy that complies with all requirements of Miss. Code Ann. §79-11-269 (1972), as amended.

3.10 The Foundation shall perform any and all other acts and activities on behalf of the University, as the Foundation deems appropriate, in carrying out the purposes and mission of University athletics, so long as consistent with the governing documents of the Foundation.

3.11 The Foundation CEO shall promptly notify the President of the University and the IHL, in writing, if any of the following events (“Reportable Events”) occur:

1. The Foundation has materially breached any of its contractual obligations under the Agreement;
2. The Foundation has materially failed to properly receive, apply, manage or disburse any funds or has materially failed to properly comply with any binding instructions from donors relating to those funds;
3. The Foundation has engaged in any conduct that is prohibited or subject to sanction under state or federal law, including any and all requirements applicable to tax exempt organizations;
4. There has been a failure by the Foundation or any of its officers and directors to comply with any conflict of interest requirements created by applicable state or federal law or by the governing documents or procedures of the Foundation;
5. Any state or federal regulatory body begins any investigation of any matter that may have a significant financial or regulatory effect on the Foundation or upon its status as a tax exempt organization; or
6. The Foundation has contracted with or entered into any business or pecuniary relationship with any of its board members, other than a full time employee of the Foundation, or any Foundation controlled directly or indirectly by the board member, which would reasonably be expected to provide for payment or benefits to that person exceeding the value of \$50,000 in any calendar year; The previous sentence creates a duty for the Foundation to report any such

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 143 OF 319

transaction but does not suggest or imply that all such transactions are either prohibited or permitted.

3.12 If requested by the University, the Foundation shall provide any and all information and allow the inspection of all records relating to the operation or management of the Foundation or any funds contributed to, received by, expended by or managed by the Foundation. To the extent that information is inspected, reviewed or received by the President of the University or his/her designees with respect to the identity of donors who have expressly stated they wish to remain anonymous, or with respect to any information relating to the identification, cultivation and solicitation of donors, or with respect to personal information relating to a donor or his/her family business, such information shall be treated as confidential by the President and any designee who may acquire such information. The University is expected to take appropriate safeguards to assure that such information is utilized or disseminated only in a manner that is appropriate under the circumstances. Such inspection rights are also extended to the IHL acting upon its minutes, however, it is understood that the appropriate extent of any disclosure or other use of the information is in the discretion of the IHL and, further, any decision to release any information that would identify any particular donor shall be made by the IHL.

ARTICLE 4. REPORTING

4.1 The Foundation shall, within five months following the close of its fiscal year, submit to the University President and IHL its annual audited financial statements as set forth in Section 3.7 of this Agreement. However, the annual audited financial statement may be required for inclusion in the State of Mississippi's Comprehensive Annual Financial Report (CAFR). This will be determined by the IHL Board's Deputy Commissioner of Finance and Administration and the external auditing firm hired to perform the annual IHL system audit. If notice of such inclusion is received from the IHL Board's Deputy Commissioner of Finance and Administration, the submission deadline is October 15. Such submission shall also include a current list of Foundation officers and directors. The Foundation shall also submit an annual report providing a detailed list of any supplemental compensation which was provided to administrators, faculty, athletic staff or other University Employees. Such compensation must be approved by the University President, or the IHL in the case of compensation to the President, before payment. The Foundation shall furnish all such information to the IHL.

4.2 The Foundation CEO shall submit to the President of the University and the IHL a signed certification statement annually, before January 31 of each year, which affirmatively states that the Foundation has examined its donor records and business

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 144 OF 319

transactions occurring during its fiscal year ending within the prior calendar year, and that to the best of its knowledge, there is no evidence that any Reportable Events occurred, other than those which have been duly reported to the President of the University and the IHL, as required above. The Foundation CEO shall re-affirm that, in the event he/she becomes aware of any such Reportable Events, the Foundation CEO will immediately notify, in writing, the President of the University.

ARTICLE 5. TERMINATION AND RENEWAL

5.1 This Agreement shall expire on June 30, 2015, if not renewed by mutual consent of the parties before that date.

5.2 This Agreement may be terminated for any reason by the President of the University with prior approval of IHL upon thirty (30) days written notice. The Foundation has no right to terminate this Agreement without the consent of the University President and IHL.

5.3 The University may terminate this Agreement for cause, including a breach of this Agreement, with prior approval of IHL with no notice.

5.4 Upon termination or non-renewal of this Agreement, (1) the Foundation shall cease to use and shall not assign or delegate the authority to use the University's name or registered marks or logos to any person or entity without the written approval of the University President, (2) the Foundation shall remit any and all unrestricted funds held for the benefit of the University to such entity as designated in writing by the President on behalf of the University, (3) the Foundation shall work in concert with its donors, to the extent practicable and allowed by law, to move any restricted funds held for the benefit of the University to such entity as designated in writing by the President on behalf of the University, (4) the Foundation shall work in concert with persons or entities with which it had contractual relations to the extent practical and allowed by law, to assign any contracts to such entity as designated by the University President; and (5) the Foundation shall work in concert with the University to provide the University or its designee with records and materials of the Foundation as are necessary to continue the business and/or wind up the affairs of the Foundation.

5.5 The Foundation agrees to cease using University's name, marks, and logos in the event that the Foundation dissolves, ceases to be a non-profit corporation or ceases to be recognized by the Internal Revenue Service as a tax exempt entity under Section 501(c)(3) of the Internal Revenue code.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 145 OF 319

5.6 The Parties expect there to exist a cooperative relationship between them. In the event that the University President determines that such cooperation is not in place and is thus, in the President's view, detrimental to the well being of the University, the University President shall notify the IHL that the relationship between the University President and the Foundation's governing authorities is detrimental to the well being of the University. The IHL shall attempt to reconcile the parties. If informal methods are not successful, mediation will be undertaken. Should all efforts for reconciliation fail, as determined by the IHL, the University President may direct that, at the expiration of a ninety-day period, the terms of office of the current directors shall be deemed to have expired. Upon such event a five person Commission shall be selected as follows: (A) one member appointed by the University President, (B) one member appointed by the IHL Commissioner, (C) two members appointed by the Board of Directors of the Bulldog Club, and (D) one member appointed by the Board of Directors of the University Alumni Association. The Commission shall then appoint, by majority vote, members to the Board of Directors of the Foundation to replace the directors whose terms shall be deemed to have expired. All replacement directors are to be selected from a slate of Foundation members who have at least \$100,000.00 in lifetime giving to the Foundation and may include former directors.

Once all directors have been selected and have accepted the appointment, the Commission shall call a re-organization meeting of directors at which there is to be an election to fill all officer positions. All board members shall be eligible for election as an officer.

5.7 In the unlikely event that the Commission, as described in 5.6 above, shall appoint a new Board of Directors for the Foundation, it is expressly understood that any, or all, of the previous Foundation board members may be reelected by this Commission to serve.

ARTICLE 6. MISCELLANEOUS PROVISIONS

6.1 This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the State of Mississippi.

6.2 The parties agree that the Foundation is not the agent or employee of the University, and nothing in this Agreement creates an employment or other agency relationship between the parties.

6.3 Neither the University nor the Foundation shall have any liability for the obligations, acts, or omissions of the other party.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 146 OF 319**

6.4 The parties agree that the Foundation is a private, independent entity and, as such, is not governed by the IHL, but rather has its own governing Board of Directors. Accordingly, to the extent permitted by the laws of the State of Mississippi applicable to a public institution of higher learning, each party to this Agreement shall be responsible for its own obligations, acts or omissions.

6.5 The University and Foundation agree that the Foundation's donor and giving records and any other financial or commercial information possessed by the Foundation or provided by the Foundation to the University concerning individuals or corporations that provide Foundation financial support are confidential and proprietary. Notwithstanding Section 3.12 above, unless required to disclose such information by applicable law, the University and Foundation agree not to disclose to third parties and to keep confidential the giving records, giving history and financial or commercial information of individuals and corporations that provide financial support to the Foundation.

6.6 In the performance of this Agreement, the Foundation shall not deny employment opportunities to any person on the basis of race, color, religion, ethnic group identification, sex, age, physical or mental disability, medical condition, or veteran's status. The Foundation agrees to comply with all non-discriminatory laws and policies that the University promulgates and to which the University is subject and with all state and federal laws applicable to the Foundation.

6.7 After the execution of this Agreement, the Foundation shall not enter into professional, advisory or other personal service contracts for a period longer than two (2) years.

6.8 The parties hereto acknowledge that this Agreement sets forth the entire agreement and understanding of the parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

6.9 The provisions of this Agreement are severable, and in the event that any provisions of the Agreement shall be determined to be invalid or non-enforceable under any controlling body of the law, such invalidity or non-enforceability shall not in any way affect the validity or enforceable nature of the remaining provisions hereof.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 147 OF 319**

6.10 The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of the Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

6.11 This Agreement shall not be assigned or otherwise transferred by either party without the prior written consent of the other, which consent shall not be unreasonably withheld.

6.12 All provisions of this Agreement that relate to the IHL, whether reporting obligations or otherwise, apply as well to any and all subsidiaries of the Foundation as well as entities owned or controlled by the Foundation.

ARTICLE 7. NOTICE

7.1 Any notice to either party hereunder shall be in writing signed by the party given it, and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified or overnight mail, or when sent by Federal Express or a comparable service, or hand-delivered, when addressed as follows:

To the University:
President
Mississippi State University
P.O. Box 6018
Mississippi State, MS 39762

To the Foundation:
President
The Bulldog Foundation, Inc.
P.O. Box 5327
Mississippi State, MS 30762

or to such other addressee as may be hereafter designated by written notice.

IN WITNESS WHEREOF, the University and the Foundation, acting through the President of the University and the President of the Foundation, respectively, execute this Agreement effective the 1st day of July, 2010.

MISSISSIPPI STATE UNIVERSITY

THE BULLDOG FOUNDATION, INC.

By: _____
Mark Keenum, President

By: _____
Mickey Holliman, President

STAFF RECOMMENDATION: Board staff recommends approval of this item.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 148 OF 319**

15. MUW - APPROVAL OF PROPOSED AFFILIATION AGREEMENT BETWEEN MISSISSIPPI UNIVERSITY FOR WOMEN AND THE MISSISSIPPI UNIVERSITY FOR WOMEN FOUNDATION

Mississippi University for Women (MUW) requests Board approval of the below proposed affiliation agreement between MUW and the MUW Foundation. The proposed agreement meets the requirements of Board Policy 301.0806 Foundation/Affiliated Entity Activities.

This Agreement is made and entered into effective this 1st day of January, 2011 (the effective date) by and between Mississippi University for Women, a state institution of higher learning, organized and existing under the laws of the State of Mississippi (the "University"), and The Mississippi University for Women Foundation, a not-for-profit corporation duly chartered pursuant to the laws of the State of Mississippi (the "Foundation"). This Agreement is designed to govern the relationship between the University and the Foundation by setting forth the terms and conditions under which the University will provide certain support and services for the Foundation and the Foundation will provide certain support and services for and on behalf of the University.

PREAMBLE

WHEREAS, the Foundation has been established as a not-for-profit, educational and charitable organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, for the purposes outlined in its Charter of Incorporation dated June 4, 1965;

WHEREAS, the University has the authority and right to enter into agreements with affiliated 501(c) (3) not-for-profit organizations, subject to the Institutions of Higher Learning Board of Trustees (the "Board" or "IHL") Policy 301.0806 (the "Policy");

WHEREAS, the Board Policy acknowledges that the independent nature of the Foundation provides flexibility to the University in fiscal management and responsiveness;

WHEREAS, the Foundation has the responsibility under its mission statement and as a not-for-profit corporation to use its resources in a responsible and effective manner to operate exclusively for the benefit of the University and its students, alumni, faculty and staff to promote, encourage and assist all forms of educational, scientific, literary, research and service activities provided by the University, all for the public welfare as outlined in its Charter of Incorporation;

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 149 OF 319**

WHEREAS, the University has an active development program and wishes to utilize enhanced computer capabilities and assistance in the identification, solicitation and stewardship of donors (current or prospective), acknowledgment and accounting of contributions and maintenance of donor biographical, financial and contribution records, all of which the University believes the Foundation can provide;

WHEREAS, the University and the Foundation anticipate that the Foundation, as the primary entity for receiving philanthropic support designated for the benefit of the University, will provide the University with specified services in carrying out its mission, and the University will provide the Foundation facilities in carrying out its mission;

WHEREAS, the University and the Foundation desire to define the arrangement concerning services, facilities, premises and activities in support of each other as set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for good and valuable consideration, the adequacy of which is hereby acknowledged, the University and the Foundation do hereby agree as follows:

ARTICLE 1. UNIVERSITY OBLIGATIONS AND SERVICES

1.1 The Foundation may utilize, with the approval of the University, which approval shall not be unreasonably withheld, such University administrative, professional and other employees from time to time as are needed to carry out the mission and purposes of the Foundation.

1.2 The Foundation and the University agree that the portion of the cost incurred by utilizing University employees for Foundation operational activities will be reviewed annually.

1.3 The University shall provide office space, utilities and other support for the Foundation as needed and appropriate for work on-site within the University, adequate for the performance of the services required hereunder.

1.4 The University shall provide support services to the Foundation of the type provided to University departments including printing and publication services, motor pool and, to the extent permitted by law, use of the University mail system and protection of the University Police Department.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 150 OF 319

1.5 The University shall provide Foundation employees staff identification cards, parking privileges, admittance to university events, health services benefits and access to the University's library and to its recreation and fitness programs, at the same rates and under the same terms as those benefits and facilities are made available to University administrators and other employees.

1.6 The University designates the Foundation as the primary entity for receipting, acknowledging, accounting for, managing and investing its endowment funds, as well as for researching, identifying and maintaining biographical and giving records of potential and actual donors.

1.7 The President of the University shall serve *ex officio* as a non-voting member of the Foundation's Board of Directors. No other University employee or other persons directly or indirectly employed by the IHL shall serve as a voting member of the Foundation's Board of Directors.

1.8 Annually, the President of the University shall certify to the Foundation a list of University employees who are authorized to request disbursements from the Foundation. Requests by a duly certified University employee shall constitute a representation or certification by the University employee that the disbursement being requested has been approved in accord with established University procedures. The Foundation shall be relieved of any liability arising from a disbursement made pursuant to the provisions of this Section of the Agreement.

1.9 The President of the University shall submit a request to the Foundation for utilization of unrestricted gifts received by the Foundation in the following fiscal year. The Foundation shall, consistent with the goals and priorities established by the University, consider the University's request and may allocate unrestricted gifts accordingly to the extent funds are available. In addition to unrestricted funds, the University President and/or the Vice President for Institutional Advancement shall routinely update key Foundation personnel on the University initiatives involving private support to ensure that Foundation and University personnel are informed of fund raising needs and objectives.

1.10 The University's name and registered marks and logos have great economic and public relations value to the University, its faculty, staff, alumni and students. The Foundation shall not assign or delegate the authority to use University's name or registered marks or logos to any person or entity without the written approval of the President of the University. To assist the Foundation in discharging its obligations

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 151 OF 319**

under this Agreement and in soliciting, developing and generating private and corporate support for the University, the University grants the Foundation the following rights:

- 1.10 (a) A non-exclusive, non-transferable license to use University trademarks, service marks and logos consistent with University policy, including but not limited to a license to use marks developed by the University for use by the Foundation.
- 1.10 (b) An exclusive, transferable license to use University trademarks, service marks and trade names historically associated with the Foundation.
- 1.10 (c) The designation of the Foundation as a University affiliated entity.
- 1.10 (d) Such other rights, privileges or benefits as the University discharging its obligations under this Agreement.

ARTICLE 2. FOUNDATION OBLIGATIONS

2.1. The Foundation's primary purpose is to provide support to the University in accord with the provisions of its Charter of Incorporation and By-laws, which support includes, but is not limited to, serving as the entity researching, raising, receiving, acknowledging, investing, accounting for and administering funds for the University to use for its educational, research and service missions.

2.1 The Foundation, acting through its Board of Directors and staff, shall assist the University's Office of Development in its fund-raising activities and development programs with individuals, corporations, foundations, and other external organizations.

2.3 The Foundation, acting through its Board of Directors and staff, shall solicit, accept and transfer funds for the purchase of University equipment and supplies; for the construction, renovation and/or improvement of the University's physical facilities; for the support of faculty, staff and student travel and research; for the support of faculty professorships, lectureships and endowed chairs; for the support of student scholarships; and for the support of other educational, research, cultural, scientific, public service and charitable programs and activities. When soliciting funds on behalf of the University, the Foundation agrees to accept only those gifts that are consistent with the University's missions, goals and obligations.

2.4 The Foundation shall receipt, acknowledge and express appreciation for all contributions of donors made on behalf of the University or of the Foundation, and shall keep accurate and current records of all such contributions made directly to the

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 152 OF 319

University or to the Foundation. Assets of the Foundation shall be maintained pursuant to the Uniform Management of Institutional Funds Act (UMIFA) or Uniform Prudent Management of Institutional Funds Act (UPMIFA) as promulgated by the State of Mississippi. The University shall have rights of inspection of Foundation records. Such rights shall be afforded to the IHL, if so desired. The Foundation must manage all funds in its control in a fiscally sound and prudent manner.

2.5 The Foundation may enter into contracts for professional, advisory or other personal services in carrying out its duties, but any such contracts entered into after the execution of this Agreement shall not exceed 2 years.

2.6 The Foundation shall maintain its separate financial and accounting records in accordance with generally accepted accounting principles applicable for its industry. The Foundation must cause to be prepared annual financial statements of the condition of the Foundation, which shall include such detail as the IHL Board may from time to time require; The Foundation must also engage a Certified Public Accounting (CPA) firm to perform annual audits of the Foundation's annual financial statements; The Foundation shall submit the audited financial statements, along with a list of Foundation officers, directors or trustees, not later than five months following the completion of the Foundation's fiscal year, to the affiliated university's IEO and to IHL; However, the annual audited financial statements of some of the Foundations will be required for inclusion in the State of Mississippi's Comprehensive Annual Financial Report (CAFR); Those Entities which will be required to submit annual audited financial statements for inclusion in the CAFR, as determined by the IHL Board's Deputy Commissioner of Finance and Administration and the external auditing firm hired to perform the annual IHL system audit, must submit annual audited financial statements to the affiliated university's IEO and to the IHL, along with a list of Foundation officers, directors or trustees, by October 15 of each year; The IHL Board's Deputy Commissioner of Finance and Administration shall notify each such Foundation of the applicability of the October 15 deadline to such Foundation as far in advance of the deadline as possible each year; The CPA firm to be utilized by the Foundation must be approved by the IHL Board and all requests for approval of the CPA firm must be submitted to the IHL Board for approval not later than three months prior to the end of the Foundation's fiscal year for which the audit will be conducted; Unless approval is specifically granted for multiple years, approval of a firm by the IHL Board for one year does not constitute approval for other years, and requests for approval of the CPA firm must be submitted on an annual basis; However, at the request of the Foundation, the IEO of a university, with the approval of the IHL Board, may grant a request of the Foundation to waive the requirement of an annual audit by a CPA firm on a showing of adequate grounds, such as a showing that the assets of the Foundation are so limited as to

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 153 OF 319

make the expense of engaging a CPA firm to perform an audit financially burdensome to the Foundation and unnecessary; Such a waiver may be conditioned upon such other review of the financial records of the Foundation in lieu of an audit as the University and the IHL may deem feasible; Such a request for a waiver must be accompanied by (a) the most recent annual audited financial statements of the Foundation (if any such statements exist), (b) the financial statements of the most recently completed fiscal year, (c) a written description of how the Foundation anticipates that the year-end financial statements for the current year will differ from the financial statements as of the end of the most recently completed fiscal year, and (d) a good faith estimate of the cost of engaging an auditor with respect to the statements; The granting of any request to waive the requirement of an annual audit by a CPA firm approved by the IHL is within the sole discretion of the University and the IHL Board; Any waiver of the audit requirement will apply only for one year, and any request to waive the requirement for the next year should be submitted as outlined above.

2.7 The Foundation acknowledges and agrees that the University owns all copyright, interest in and right to all trademarks, trade names, logos and service marks developed by the University for use by the Foundation, including all such trademarks, service marks and trade names historically associated with the Foundation.

2.8 The Foundation shall maintain a conflict-of-interest policy that complies with all requirements of Miss. Code Ann. §79-11-269 (1972), as amended from time to time.

2.9 All gifts received by the Foundation shall be receipted and deposited in a timely manner in accordance with the directive of the donor. All gifts received by the University shall be immediately forwarded to the Foundation for acknowledgment to ensure proper receipting and recording of all gifts. Gifts made to the University shall be accounted for and ownership maintained by the University; gifts made to the Foundation shall be accounted for and ownership maintained by the Foundation, However, checks made payable to the University will be transferred to the Foundation if a gift agreement, pledge, or expectancy exists between the donor and the Foundation. If a check is made payable to the University and no gift agreement, pledge, or expectancy exists between the Foundation and the donor, the donor will be contacted to clarify his/her intent. It will be explained that, in most situations, it is the University's desire to have funds held within the Foundation. The intent of the donor will then control the delivery and ownership of the funds. If a situation exists where the Foundation has deposited a gift directly intended solely for the University, the Foundation shall immediately deposit into the appropriate University account funds designated for such account.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 154 OF 319**

2.10 The Foundation shall perform any and all other acts and activities on behalf of the University, as the Foundation deems appropriate, in carrying out the purposes and mission of the University, so long as consistent with the governing documents of the Foundation. In order to perform duties herein this agreement, the Foundation may use a percentage of the annual restricted funds, assess fees for services, or impose charges against managed funds to support its operations. The Foundation will inform the University of the implementation of, or changes to, any assessment of fees.

2.11 The President of the Foundation shall promptly notify the President of the University and the IHL, in writing, if any of the following events (“Reportable Events”) occur:

7. The Foundation has materially breached any of its contractual obligations under the Agreement;
8. The Foundation has materially failed to properly receive, apply, manage or disburse any funds or has materially failed to properly comply with any binding instructions from donors relating to those funds;
9. The Foundation has engaged in any conduct that is prohibited or subject to sanction under state or federal law, including any and all requirements applicable to tax exempt organizations;
10. There has been a failure by the Foundation or any of its officers and directors to comply with any conflict of interest requirements created by applicable state or federal law or by the governing documents or procedures of the Foundation;
11. Any state or federal regulatory body begins any investigation of any matter that may have a significant financial or regulatory effect on the Foundation or upon its status as a tax exempt organization; or
12. The Foundation has contracted with or entered into any business or pecuniary relationship with any of its board members, other than a full time employee of the Foundation, or any Foundation controlled directly or indirectly by the board member, which would reasonably be expected to provide for payment or benefits to that person exceeding the value of \$50,000 in any calendar year; The previous sentence creates a duty for the Foundation to report any such transaction but does not suggest or imply that all such transactions are either prohibited or permitted.

2.12 If requested by the University, the Foundation shall provide any and all information and allow inspection of all records relating to the operation or management of the Foundation or any funds contributed to, received by, expended by or managed by the Foundation. To the extent that information is inspected, reviewed or received by the President of the University or his/her designees with respect to the identity of donors who

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 155 OF 319

have expressly stated they wish to remain anonymous, or with respect to any information relating to the identification, cultivation and solicitation of donors, or with respect to personal, commercial or proprietary information relating to a donor or his/her family or business, such information shall be treated as confidential by the University President and any designee who may acquire such information. The University is expected to take appropriate safeguards to assure that such information is utilized or disseminated only in a manner that is appropriate under the circumstances. Such inspection rights are also extended to the IHL acting upon its minutes, however, it is understood that the appropriate extent of any disclosure or other use of the information is in the discretion of the IHL and, further, any decision to release any personal, commercial or proprietary information or to release any information that would identify any particular donor shall be made by the IHL acting upon its minutes.

ARTICLE 3. COMPLIANCE

3.1 The Foundation shall comply with any and all federal and state laws and regulations and shall comply with any compliance and regulatory guidelines as may be required by the Board.

3.2 The provisions of the affiliation agreement shall apply to any and all entities owned or controlled by the Foundation, with the exception of a special purpose entity created for the sole and specific purpose of utilization as a financing vehicle for the private financing of university auxiliary facilities by a private developer using the alternate dual-phase design-build privately financed construction method, as specially authorized by Miss. Code Ann. Section 37-101-41, et seq. (1972), as amended. If the use/purpose of any such special purpose entity ever changes, the special entity would then be required to comply with any and all provisions of the affiliation agreement between the university and any Entity which owns or controls the special purpose entity.

ARTICLE 4. INSURANCE

4.1 The Foundation shall maintain insurance coverage as deemed appropriate by the Foundation's Board of Directors, including the bonding of its officers and employees and shall maintain Directors and Officers liability insurance on members of its Board of Directors and officers, while performing as such.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 156 OF 319**

ARTICLE 5. REPORTING

5.1 As set forth in Section 2.6 of this Agreement, the Foundation shall, within five months of the close of each fiscal year during this Agreement, submit to the University' chief financial officer and to the IHL its annual audited financial statements for the prior fiscal year. Such submission shall also include a list of Foundation officers, directors or trustees. The Foundation shall submit an annual report providing a detailed list of any supplemental compensation which was provided to the University for the purpose of providing any additional compensation to administrators, faculty or other University employees, it being agreed that any such payments shall only be made through the University's payroll system and with University President's approval. Any such approvals by the President must be reported to the IHL Board at its next official meeting. Understanding that no form of additional compensation may be underwritten for the University President or for any IHL system office employee without IHL approval, the Foundation shall also provide documentation of approval from the IHL of any supplemental compensation provided to the University President or provided to the University for purposes of supplementing the President's salary.

5.2 In order to facilitate transparency, the Foundation shall also maintain on its website, for public and University inspection, a copy of this Agreement along with its annual report and other documents related to the Foundation's mission and operations.

5.3 The President of the Foundation shall submit to the President of the University and the IHL a signed certification statement annually, before January 31 of each year, which affirmatively states that the Foundation has examined its donor records and business transactions occurring during its fiscal year ending within the prior calendar year, and that to the best of its knowledge, there is no evidence that any Reportable Events occurred, other than those which have been duly reported to the President of the University and the IHL, as required above. The President of the Foundation shall re-affirm that, in the event he/she becomes aware of any such Reportable Events, the President of the Foundation will immediately notify, in writing, the President of the University.

ARTICLE 6. TERMINATION AND RENEWAL

6.1 This Agreements shall expire on December 31, 2015, if not renewed by mutual consent of the parties before that date.

6.2 The University may terminate this Agreement without cause with thirty (30) days written notice to the Foundation and with the prior approval of the IHL, acting upon its minutes.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 157 OF 319

6.3 The University may terminate this Agreement for cause, without notice to the Foundation but with notice to the IHL and prior approval of the IHL, acting upon its minutes. The Foundation may not terminate the agreement without the consent of the IEO and the IHL Board.

6.4 Upon termination and non-renewal of this Agreement, (1) the Foundation shall cease to use and shall not assign or delegate the authority to use the University's name or registered marks or logos to any person or entity without the written approval of the University President, (2) the Foundation shall remit any and all unrestricted funds held for the benefit of the University to such entity as designated in writing by the University President on behalf of the University, (3) the Foundation shall work in concert with its donors, to the extent practicable and allowed by law, to move any restricted funds held for the benefit of the University to such entity as designated in writing by the University President on behalf of the University, (4) the Foundation shall work in concert with persons or entities with which it had contractual relations to the extent practical and allowed by law, to assign any contracts to such entity as designated by the University President; and (5) the Foundation shall work in concert with the University to provide the University or its designee with records and materials of the Foundation as are necessary to continue the business and/or wind up the affairs of the Foundation.

6.5 The Foundation agrees to cease using University's name, marks, and logos in the event that the Foundation dissolves, ceases to be a non-profit corporation or ceases to be recognized by the Internal Revenue Service as a tax exempt entity under Section 501(c)(3) of the Internal Revenue code.

6.6 The University and the Foundation have a long history of mutual cooperation and support. To further this relationship, the University President will approve nominations to the Foundation's Board of Directors. In addition, Foundation Board Members shall be elected to terms not to exceed three years and no less than one-third of the Board Members shall be elected in a single year. Although a director may be elected to more than one term, the approval process and rotation required shall work to maintain alignment between the Foundation and the mission of the University. If the University President determines that the cooperation between the University and the Foundation is not in place and is, as a result, detrimental to the best interests of the University, the President shall notify the Commissioner of Higher Education. The IHL shall attempt to reconcile the parties, including mediation if advisable. If, however, the IHL determines and notifies the University President that it is in the best interests of the University to substitute new members of the Board of Directors of the Foundation, the University President may direct that, at the expiration of a ninety-day period, the terms of office of 100% of the Directors shall be deemed to have expired. Upon such event, a

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 158 OF 319**

five- person Commission shall be selected as follows: (1) one member appointed by the University President, (2) one member appointed by the IHL, (3) one member appointed by the Board of Directors of the Mississippi University for Women Alumni Association, and (4) two members appointed from within and by the group of donors to the University whose lifetime outright giving to the University, through the MUW Foundation, exceeds \$50,000; however, this donor group may not appoint as a member of the Commission anyone who at the time of the appointment is serving as (i) a University or IHL employee or (ii) an employee, officer, trustee, or director of any University affiliated support organization or foundation. The Commission shall then appoint, within the ninety-day period, by majority vote, members to the Board of Directors to replace the Directors whose terms shall be deemed to have expired. The reconstituted Board of Directors shall then elect new officers of the Foundation.

6.7 In the unlikely event that the Commission, as described in 6.6 above, shall appoint a new Board of Directors for the Foundation, it is expressly understood that any, or all, of the previous Foundation board members may be reelected by this Commission to serve.

ARTICLE 7. MISCELLANEOUS PROVISIONS

7.1 This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the State of Mississippi.

7.2 The parties agree that the Foundation is not an agent or employee of the University, and nothing in this Agreement creates an employment or other agency relationship between the parties.

7.3 Neither the University nor the Foundation shall have any liability for the obligations, acts, or omissions of the other party.

7.4 The parties agree that the Foundation is a private, independent entity and, as such, is not governed by the IHL, but rather has its own governing Board of Directors. Accordingly, to the extent permitted by the laws of the State of Mississippi applicable to a public institution of higher learning, each party to this Agreement shall be responsible for its own obligations, acts or omissions.

7.5 The University and Foundation agree that the Foundation's donor and giving records and any other financial or commercial information possessed by the Foundation or provided by the Foundation to the University concerning individuals or corporations that provide Foundation financial support are confidential and proprietary. Except for the provisions of Section 2.12 above, unless required to disclose such

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 159 OF 319

information by applicable law, the University and Foundation agree not to disclose to third parties and to keep confidential the giving records, giving history and financial or commercial information of individuals and corporations that provide financial support to the Foundation.

7.6 In the performance of this Agreement, the Foundation shall not deny employment opportunities to any person on the basis of race, color, religion, ethnic group identification, sex, age, physical or mental disability, medical condition, or veteran's status. The Foundation agrees to comply with all non-discriminatory laws and policies that the University promulgates and to which the University is subject.

7.7 The parties hereto acknowledge that this Agreement sets forth the entire agreement and understanding of the parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

7.8 The provisions of this Agreement are severable, and in the event that any provisions of the Agreement shall be determined to be invalid or non-enforceable under any controlling body of the law, such invalidity or non-enforceability shall not in any way affect the validity or enforceable nature of the remaining provisions hereof.

7.9 The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of the Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

7.10 This Agreement shall not be assigned or otherwise transferred by either party without the prior written consent of the other, which consent shall not be unreasonably withheld.

7.11 The Foundation's obligations pursuant to this Agreement shall also extend, as applicable, to any entity it owns or controls.

ARTICLE 8. NOTICE

8.1 Any notice to either party hereunder shall be in writing signed by the party given it, and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified or overnight mail, or when sent by Federal Express or a comparable service, or hand-delivered, when addressed as follows:

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 160 OF 319**

To the University:
Allegra Brigham
Interim President
Mississippi University for Women
1100 College Street, MUW-1600
Columbus, MS 39701

To the Foundation:
Jo Anne Reid
Chair, Board of Directors
MUW Foundation
1100 College Street, MUW-1618
Columbus, MS 39701

or to such other addressee as may be hereafter designated by written notice.

IN WITNESS WHEREOF, the University and the Foundation, acting through the President of the University and the Chair of the Board of Directors of the Foundation, respectively, execute this Agreement on ____ day of _____ to be effective on January 1, 2011.

MISSISSIPPI UNIVERSITY FOR WOMEN

MISSISSIPPI UNIVERSITY FOR
WOMEN FOUNDATION

By: _____
Allegra Brigham, Interim President

By: _____
Jo Anne Reid, Chair, Board of
Directors

By: _____
Gary A. Bouse, President

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 161 OF 319**

ACKNOWLEDGMENT

State of Mississippi
County of Lowndes

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Allegra Brigham, known by me to be the Interim President of The Mississippi University for Women, who executed the aforesaid Agreement, on this the _____ day of _____, 2011, on behalf of The Mississippi University for Women being duly authorized so to do.

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

State of Mississippi
County of Lowndes

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Jo Anne Reid, known by me to be the Chair of the Mississippi University for Women Foundation, who executed the aforesaid Agreement on this the _____ day of _____, 2011, for and on behalf of The Mississippi University for Women Foundation, being duly authorized so to do.

Notary Public

My Commission Expires:

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 162 OF 319**

ACKNOWLEDGEMENT

State of Mississippi
County of Lowndes

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Gary A. Bouse, known by me to be the President of the Mississippi University for Women Foundation, who executed the aforesaid Agreement on this the _____ day of _____, 2011, for and on behalf of The Mississippi University for Women Foundation, being duly authorized so to do.

Notary Public

My Commission Expires:

STAFF RECOMMENDATION: Board staff recommends approval of this item.

16. MUW - APPROVAL OF PROPOSED AFFILIATION AGREEMENT BETWEEN MISSISSIPPI UNIVERSITY FOR WOMEN AND THE MISSISSIPPI UNIVERSITY FOR WOMEN ALUMNI ASSOCIATION

Mississippi University for Women (MUW) requests Board approval of the below proposed affiliation agreement between MUW and the MUW Alumni Association. The proposed agreement meets the requirements of Board Policy 301.0806 Foundation/Affiliated Entity Activities.

This Affiliation Agreement (Agreement), dated September ____, 2010, is between Mississippi University for Women (the University), and the Mississippi University for Women Alumni Association (the Association).

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 163 OF 319**

RECITALS

1. This Agreement is mandated by the Board of Trustees of the State Institutions of Higher Learning (IHL), as set forth in IHL Policy 301.0806.
2. The University is a state institution of higher learning established pursuant to the laws of the State of Mississippi. The Association is incorporated under the laws of the State of Mississippi.
3. The University has a strong interest in maintaining a favorable relationship with its graduates, former students, and friends of the University.
4. The Association exists to promote the mission of the University by (i) establishing and maintaining a quality relationship between the University and its alumni, former students, and friends; (ii) service to the University through awards and other appropriate recognition to students, alumni, and faculty for their contributions to the University and community, and (iii) promoting the general welfare and interests of the University by alumni service to the University.
5. The Association serves the University by attracting, organizing, and encouraging graduates, former students, and friends throughout Mississippi and the world to advance the University's mission.
6. The University and the Association desire to interact and cooperate to serve the interests of the University.
7. The Association requires services from the University. The University is willing and able to provide those services to the Association. This relationship benefits not only the Association, but the University by facilitating the Association's achievement of the Association's mission to benefit the University.
8. The University and the Association, by this Agreement, recognize the relationship between the University and the Association, clarify the respective rights and responsibilities of the University and the Association, and identify emerging areas of collaboration.
9. The University and the Association desire to define the arrangements concerning services, use of facilities, and activities as set forth in this Agreement.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 164 OF 319**

In consideration of these recitals and the mutual covenants contained in this Agreement, the University and the Association agree, as follows:

ARTICLE 1. RELATIONSHIP, PERSONNEL AND SERVICES

The Association may use, with the approval of the University President, such administrative, professional, and other University employees from time to time as are needed to carry out the purposes of the Association as agreed by the University.

ARTICLE 2. THE ASSOCIATION'S OBLIGATIONS

2.1 The Association agrees to provide an organizational framework for volunteer service to the University through geographic area alumni groups and special interest alumni groups. The Association will serve as the most widely accessible medium for graduates, former students, and friends of the University to maintain relationships with the University. Nothing in this Agreement shall be construed to give the Association control of or authority over other affiliates supporting the University and its constituent units. The Association will work cooperatively and in good faith with these organizations to promote the interests of the University and its relationship with its alumni.

2.2 The Association agrees that it will use its resources for the sole and express purpose of advancing the University's mission. The Association further agrees that it may not amend its Articles of Incorporation or By-Laws during the life of this Agreement unless the University consents to the proposed amendment.

2.3 The Association agrees to assist the University in developing and supporting programs and services, including, but not limited to, administration, maintenance, and enhancement of the alumni data base; operation of homecoming and reunion programs; maintenance of a faculty of the year award; participation in advocacy and other advancement endeavors; maintenance of a career services program; maintenance of programs serving the University's student population; and participation in scholarship programs, award recognition programs, student recruitment programs, and special events.

2.4 At least thirty days before the end of each Fiscal Year (June 30) during this Agreement, the Association shall submit an annual budget for the forthcoming Fiscal Year to the University President.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 165 OF 319

2.5 The Association agrees to provide volunteers to serve the University.

2.6 The Association must cause to be prepared annual financial statements of the condition of the Association, which shall include such detail as the IHL Board may from time to time require. The Association must also engage a Certified Public Accounting (CPA) firm to perform annual audits of the Association's annual financial statements. The Association shall submit the audited financial statements, along with a list of Association officers, directors or trustees, not later than five months following the completion of the Association's fiscal year, to the University President and to IHL. However, the annual audited financial statement of the Association may be required for inclusion in the State of Mississippi's Comprehensive Annual Financial Report (CAFR). If the Association will be required to submit annual audited financial statements for inclusion in the CAFR, as determined by the IHL Board's Deputy Commissioner of Finance and Administration and the external auditing firm hired to perform the annual IHL system audit, the Association must submit annual audited financial statements to the University President and to the IHL, along with a list of Association officers, directors or trustees, by October 15 of each year. The IHL Board's Deputy Commissioner of Finance and Administration shall notify the Association of the applicability of the October 15 deadline as far in advance of the deadline as possible each year. The CPA firm to be utilized by the Association must be approved by the IHL Board and all requests for approval of the CPA firm must be submitted to the IHL Board for approval not later than three months prior to the end of the Association's fiscal year for which the audit will be conducted. Unless approval is specifically granted for multiple years, approval of a firm by the IHL Board for one year does not constitute approval for other years, and requests for approval of the CPA firm must be submitted on an annual basis. However, at the request of the Association, the University President, with the approval of the IHL Board, may grant a request of the Association to waive the requirement of an annual audit by a CPA firm on a showing of adequate grounds, such as a showing that the assets of the Association are so limited as to make the expense of engaging a CPA firm to perform an audit financially burdensome to the Association and unnecessary. Such a waiver may be conditioned upon such other review of the financial records of the Association in lieu of an audit as the University and the IHL may deem feasible. Such a request for a waiver must be accompanied by (a) the most recent annual audited financial statements of the Association (if any such statements exist), (b) the financial statements of the most recently completed fiscal year, (c) a written description of how the Association anticipates that the year-end financial statements for the current year will differ from the financial statements as of the end of the most recently completed fiscal year, and (d) a good faith estimate of the cost of engaging an auditor with respect to the statements. The granting of any request to waive the requirement of an annual audit by a CPA firm approved by the IHL is within the sole discretion of the University and the IHL Board.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 166 OF 319

Any waiver of the audit requirement will apply only for one year, and any request to waive the requirement for the next year should be submitted as outlined above. The Association shall contemporaneously submit an annual report to the University and to the IHL providing a detailed list of supplemental compensation which was submitted to the University for the purpose of providing additional compensation to University employees or paid directly to University employees. This reporting requirement does not apply to transfers to the University by the Association that are paid directly to the University for use by the University to compensate University employees if that compensation is included in the University's annual budget.

2.7 The Association may not underwrite, pay, or provide additional compensation to the University President or any IHL system office employee without the prior approval of the IHL. Any such request for approval shall be made through the IHL Commissioner to the IHL. Additionally, the Association may not provide or pay compensation to any other University employee without prior approval of the University President, and any such approval shall be reported to the IHL by the Association at the IHL's next meeting. This provision does not apply to transfers to the University by the Association that are paid directly to the University for use by the University to compensate University employees if that compensation is included in the University's annual budget.

2.8 The Association acknowledges and agrees that the University owns all copyright, interest in, and right to all trademarks, trade names, logos, and service marks developed by the University, including any trademarks, trade names, logos, and service marks historically associated with or used by the Association. The Association may only use the University's name, symbols, trademarks, trade names, logos, and service marks consistent with the University policy, including but not limited to any symbols, trademarks, trade names, logos, and service marks developed by the University for use by the Association. Upon termination of this Agreement the Association shall be prohibited from using the name, symbols, trademarks, trade names, logos, and service marks of the University.

2.9 The Association shall enter into an agreement with the Mississippi University for Women Foundation, Inc. (the Foundation), to provide for the Foundation's receipt and accounting for gifts, membership dues and miscellaneous income designated for the Association, any current local chapters and any local chapters formed by the Association after the date of this Agreement. This agreement between the Foundation and the Association is necessary to assure that any funds are received and accounted for consistent with the policies and practices adopted by the Foundation and consistent with the Affiliation Agreement between the University and the Foundation and

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 167 OF 319

to provide for the Foundation's management on behalf of the Association of all Association assets.

2.10 The Association shall provide the University President reasonable notice of any regular, annual, or special meetings of the Association (including, but not limited to, meetings of the governing board, any committee and the membership), and the University President (or the President's designee) shall have the right to attend any such meetings.

2.11 The University may from time to time make requests of the Association or seek assistance from the Association in accomplishing the University's mission, and the Association agrees that it will use its best efforts to provide such assistance.

2.12 The Association has the responsibility as an affiliated entity to use its resources in a responsible and effective manner to further the mission of the University and to support the University.

2.13 To assure that the resources and services provided by the University are expended for the ultimate benefit of the University, as long as this Agreement is in effect, the Association, working with the University Director of Alumni Relations, shall provide to the University, not less often than annually, the following information:

- (i) A report specifying how the University resources and services were used, and the benefits (both financial and intangible) to the University arising from that use.
- (ii) A description of proposed activities for the coming year. The description shall be developed with input from and the approval of the University's Director of Alumni Relations.
- (iii) The Association's current financial policies, procedures and controls, if any, as set forth in its Articles of Incorporation or By-Laws.

2.14 The Association agrees to maintain its financial and accounting records, if any, in accordance with generally accepted accounting principles. The records shall be maintained separately from those of the University. The University President shall have the right upon two days' notice to inspect the books and records of the Association during normal office hours.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 168 OF 319**

The Association agrees to retain all books, accounts, reports, files and other records of the Association relating to this Agreement, if any, and make such records available at all reasonable times for inspection and audit by the University, or their agents, during the term of and for a period of five years after the completion of this Agreement. Such records shall be provided at the University's Alumni Office in Columbus, Mississippi, or such other location as designated by the University upon reasonable notice to the Association. To the extent that information is inspected, reviewed or received by the University President or his/her designees, with respect to the identity of donors, sponsors, or members who have expressly stated they wish to remain anonymous, with respect to any information relating to the identification, cultivation and solicitation of donors, sponsors, or members, with respect to personal, commercial, or proprietary information relating to a donor or member or his/her family or business, or with respect to any personal, commercial or proprietary information provided to the Association by third parties, such information shall be treated as confidential by the University President and by any designee who may review or acquire such information. The University is expected to take appropriate safeguards to assure that such information is utilized or disseminated only in a manner that is appropriate under the circumstances. If upon such inspection or audit the University determines that University funds or resources have been expended for purposes inconsistent with this Agreement, the Association, upon demand by the University, shall reimburse the University for such misused funds, and the University shall have all rights provided by law, including the right to suspend further provision of resources under this Agreement and to terminate this Agreement. These same inspection and information rights are also extended to the IHL or its designee when authorized to exercise such rights by the IHL acting upon its minutes. However, it is understood that the appropriate extent of any disclosure or other use of any confidential, personal, commercial or proprietary information is in the discretion of the IHL, and further, any such decision to disclose or release any confidential, personal, commercial or proprietary information or information that would identify any particular donor or members shall be made by the IHL acting upon its minutes.

2.15 The University's Office of Alumni Relations shall participate in setting goals for the Association in conjunction with the University's goals and priorities.

2.16 The Association shall adopt and maintain a conflict of interest policy that complies with the requirements of Miss. Code Ann. § 79-11-269 (1972), as amended from time to time.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 169 OF 319

2.17 The Association shall not solicit any gift, donation or grant. With the approval of the University President, the Association may establish a dues structure for its membership. The Association shall not enter into any transaction that creates any liability for the University.

2.18 No member of the Association can encumber the University's funds or otherwise bind the University in any way.

2.19 No University assets will be managed by the Association.

2.20 If the Association should cease to exist, any Association assets donated to the Association for the benefit of the University must be transferred to the University or to another non-profit entity designated by the University.

2.21 The Association will not engage in any fund-raising activities and cannot apply for Section 501(c)(3) status, or its equivalent, under IRS guidelines without the express written permission of the University President.

2.22 The Association may enter its contracts for professional, advisory or other personal services in carrying out its duties, but any such contracts entered into after the execution of this Agreement shall not exceed two years.

2.23 The Association's By-Laws shall specify, among other things, a process for selecting or electing members of the governing board that requires the Association to use best efforts to achieve racial, gender, and generational diversity in composition of the governing board.

2.24 The process for nominations for the Association Officers shall be an inclusive process designed to achieve representation that reflects the membership of the alumni.

2.25 The Association must obtain written approval from the University President for any formal merger or affiliation between the Association and any other entity.

2.26 The Association shall not accept any gift, donation or grant or enter into any transaction that creates any liability for the University, without advance written approval of the University President.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 170 OF 319**

2.27 The Association agrees to manage all funds in its control in a fiscally sound and prudent manner.

**ARTICLE 3. THE UNIVERSITY'S OBLIGATIONS
AND IN-KIND SUPPORT**

3.1 The University grants the Association a non-exclusive, non-transferable license to use University trademarks, trade names, service marks, and logos consistent with University policy, including but not limited to a license to use marks developed by the University for use by the Association.

3.2 The University grants the Association an exclusive, transferable license to use University trademarks, trade names, service marks, and logos historically associated with the Association or developed by the University or the Association for the Association's use.

3.3 The University agrees to designate the Association as an official affiliated entity of the University.

3.4 The University shall provide the Association such other rights, privileges or benefits as the University President, in the University President's sole discretion, may determine will assist the Association in discharging its obligations under this Agreement.

3.5 The University President shall be an ex-officio non-voting member of the Association's governing board and shall be given reasonable notice of any meeting of the governing board, as required by Section 2.10 of this Agreement.

3.6 Subject to the availability of funding and the budget process, the University agrees in good faith to provide the Association with resources suitable in the University's judgment for the accomplishment of the Association's activities for the University's benefit, and may include services and supplies, staff support, office space, and such financial support as agreed upon between the parties from time to time. The amount and nature of such resources shall be determined annually, on a fiscal year basis, in connection with the program planning and budget processes of the University and the Association. No provision in this Agreement shall be construed to give the Association any legal entitlement to any University funding, personnel or other resources in any particular fiscal year. All University assets, including personal property, made available to the Association under the terms of this agreement shall remain the property of the University unless sold, conveyed or transferred to the Association by way of a separate written agreement.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 171 OF 319**

3.7 The University President will encourage all parts of the University to collaborate with the Association in implementing the Association's programs and services.

3.8 The University President agrees to inform the Association on a regular basis of the University's needs and priorities or, if necessary, as the need arises.

ARTICLE 4. COMPLIANCE

4.1 The Association shall comply with all federal and state laws and regulations and shall comply with any compliance, financial, accounting, audit, and regulatory guidelines as may be required by IHL.

4.2 The provisions of this Agreement shall apply to any and all entities owned or controlled by the Association, with the exception of a special purpose entity created for the sole and specific purpose of utilization as a financing vehicle for the private financing of university auxiliary facilities by a private developer using the alternate dual-phase design-build privately financed construction method, as specially authorized by Miss. Code Ann. Section 37-101-41, et seq. (1972), as amended. If the use/purpose of any such special purpose entity ever changes, the special purpose entity would then be required to comply with any and all provisions of this Agreement between the University and the Association, which owns or controls the special purpose entity.

ARTICLE 5. INDEMNIFICATION

The Association agrees to indemnify and hold harmless the University, including its agents and employees from any and all claims, demands, suits, or liabilities of any nature, or on account of any of the actions or inactions in or about the licensed premises. The Association agrees to reimburse the University and its agents and employees for any expenses incurred by them or as a result of legal action or inaction, including reasonable attorney fees, provided funds are available for such purpose.

ARTICLE 6. REPORTING

6.1 The Association shall, by December 1 of each year during the life of this Agreement, submit a detailed annual report of the work and financial condition of the Association to the President, and any other reports as required by this Agreement, the By-Laws of the Association, the policies of the University's governing board or by other applicable law and shall also submit by the same date any other reports as required by this Agreement, by the Bylaws of the Association, by IHL policies or by other applicable

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 172 OF 319

law, including but not limited to any and all reports required by Articles 2.6 and 2.7 of this Agreement.

6.2 The Association shall promptly notify the University President of the University and the IHL, in writing, if any of the following events (“Reportable Events”) occur:

1. The Association has materially breached any of its contractual obligations under the Agreement;
2. The Association has materially failed to properly receive, apply, manage or disburse any funds or has materially failed to properly comply with any binding instructions from donors relating to those funds;
3. The Association has engaged in any conduct that is prohibited or subject to sanction under state or federal law, including any and all requirements applicable to tax exempt organizations;
4. There has been a failure by the Association or any of its officers and directors to comply with any conflict of interest requirements created by applicable state or federal law or by the governing documents or procedures of the Association;
5. Any state or federal regulatory body begins any investigation of any matter that may have a significant financial or regulatory effect on the Association or upon its status as a tax exempt organization; or
6. The Association has contracted with or entered into any business or pecuniary relationship with any of its board members, other than a full time employee of the Association, or any entity controlled directly or indirectly by the board member, which would reasonably be expected to provide for payment or benefits to that person exceeding the value of \$50,000 in any calendar year; The previous sentence creates a duty for the Association to report any such transaction but does not suggest or imply that all such transactions are either prohibited or permitted.

6.3 The Association’s President shall submit to the University President and to the IHL a signed certification statement annually, before January 31 of each year, which affirmatively states that the Association has examined its donor records and business transactions occurring during its fiscal year ending within the prior calendar year, and that to the best of its knowledge, there is no evidence that any Reportable Events occurred, other than those which have been duly reported to the University President and the IHL, as required in Article 6.2 above. In this certification the Association’s President shall re-affirm that, in the event he/she becomes aware of any such Reportable Events, the Association President will immediately notify, in writing, the University President.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 173 OF 319

ARTICLE 7. TERMINATION AND RENEWAL

7.1 This Agreement shall have a term of five years, if not renewed by mutual consent of the parties before that date.

7.2 The University may terminate this Agreement without cause with thirty days written notice to the Association and prior approval of IHL, acting upon its minutes.

7.3 The University may terminate this Agreement for cause without notice to the Association but with notice to the IHL and prior approval of the IHL, acting upon its minutes. The Association may not terminate the agreement without the consent of the University President and the IHL Board.

7.4 If this Agreement is terminated for any reason, including because the Agreement has expired without being renewed under Article 7.1, Articles 2.8, 2.14, 2.20, 5, 7, and 8 shall survive the termination.

7.5 Upon termination and/or non-renewal of this Agreement, (1) the Association shall cease to use and shall not assign or delegate the authority to use the University's name, symbols, trade names, registered marks or logos to any person or entity without the written approval of the University President, (2) the Association shall remit any and all unrestricted funds held for the benefit of the University to such entity as designated in writing by the University President on behalf of the University, (3) the Association shall work in concert with its members and/or donors, to the extent practicable and allowed by law, to move any restricted funds held for the benefit of the University to such entity as designated in writing by the University President on behalf of the University, (4) the Association shall work in concert with persons or entities with which it had contractual relations to the extent practical and allowed by law, to assign any contracts to such entity as designated by University President; and (5) the Association shall work in concert with the University to provide the University or its designee with records and materials of the Association necessary to continue the business and/or wind up the affairs of the Association.

7.6 The Association agrees to cease using the University's name, marks, symbols and logos in the event the Association dissolves, ceases to be a non-profit corporation, ceases to be recognized as a tax exempt entity under Section 501(c)(3) of the Internal Revenue Code, or this Agreement is terminated.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 174 OF 319**

7.7 The University and the Association desire to work together in an environment of mutual cooperation and support. In addition, Association Board Members shall be elected to terms not to exceed three years and no less than one-third of the Board Members shall be elected in a single year. Although a director may be elected to more than one term, the approval process and rotation required shall work to maintain alignment between the Association and the mission of the University.

7.8 If the University President determines that the cooperation between the University and the Association is not in place and is, as a result, detrimental to the best interests of the University, the President shall notify the Commissioner of Higher Education and the IHL shall attempt to reconcile the parties, including through mediation if advisable. If the IHL determines and notifies the University President that it is in the best interest of the University to substitute new members of the Board of Directors of the Alumni Association, the University President may direct that at the expiration of a ninety-day period, the terms of office of 100% of the Directors shall be deemed to have expired. Upon such event, a five-person Commission shall be selected as follows: (1) one member appointed by the University President, (2) one member appointed by the IHL, (3) one member appointed by the Board of Directors of the MUW Foundation, and (4) two members appointed from within and by the group of alumni donors to the University whose lifetime outright giving to the University, through the MUW Foundation, exceeds \$50,000; however, this donor group may not appoint as a member of the Commission anyone who at the time of the appointment is serving as (i) a University employee or (ii) an employee, officer, trustee, or director of any University affiliated support organization or foundation. The Commission shall then appoint, within the ninety day period, by majority vote, members to the Board of Directors to replace the Directors whose terms shall be deemed to have expired. The reconstituted Board of Directors shall then elect new officers of the Alumni Association.

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the State of Mississippi.

8.2 The parties agree that the Association is not the agent or employee of the University and nothing in this Agreement creates an employment or other agency relationship between the parties.

8.3 The parties agree that the Association is a private, independent entity and, as such, is not governed by the IHL. To ensure the independence of the Association, no IHL employee shall hold a voting position on the Association Board. Senior University

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 175 OF 319

administrators should only participate on the Association's Board, if at all, in an ex-officio, non-voting capacity. The IHL may allow, upon written request by the University, exceptions to this restriction regarding IHL/University employees.

8.4 The University and the Association agree that the Association's donor and giving records and any other financial or commercial information possessed by the Association or provided by the Association to the University concerning individuals or corporations that provide the Association financial support are confidential and proprietary. Unless required to disclose such information by applicable law and except as provided otherwise in Article 2.14 of this Agreement with respect to actions by IHL acting upon its minutes, the University and the Association agree not to disclose to third parties and to keep confidential the giving records, giving history, and financial or commercial information of individuals and corporations that provide financial support to the Association.

8.5 In the performance of this Agreement, the Association shall not deny employment opportunities to any person on the basis of race, color, religion, ethnic group identification, sexual orientation, sex, age, physical or mental disability, medical condition, or veteran's status.

8.6 The parties hereto acknowledge that this Agreement sets forth the entire Agreement and understanding of the parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

8.7 The provisions of this Agreement are severable, and in the event that any provisions of this Agreement shall be determined to be invalid or non-enforceable under any controlling body of the law, such invalidity or non-enforceability shall not in any way affect the validity or enforceable nature of the remaining provisions hereof.

8.8 The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

8.9 The Association's obligations pursuant to this Agreement shall also extend, as applicable, to any entity it owns or controls.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 176 OF 319**

MISSISSIPPI UNIVERSITY FOR WOMEN

MISSISSIPPI UNIVERSITY FOR WOMEN
ALUMNI ASSOCIATION

By: _____

Name: Allegra Brigham

Title: Interim President

By: _____

Name: Mitzi Green

Title: President

Date: _____

Date: _____

STAFF RECOMMENDATION: Board staff recommends approval of this item.

17. MVSU - APPROVAL OF PROPOSED AFFILIATION AGREEMENT BETWEEN MISSISSIPPI VALLEY STATE UNIVERSITY AND THE MISSISSIPPI VALLEY STATE UNIVERSITY NATIONAL ALUMNI ASSOCIATION

Mississippi Valley State University (MVSU) requests Board approval of the below proposed affiliation agreement between MVSU and the MVSU National Alumni Association. The proposed agreement meets the requirements of Board Policy 301.0806 Foundation/Affiliated Entity Activities.

This agreement is made and entered into this 1st day of January, 2011 (the effective date) by and between MISSISSIPPI VALLEY STATE UNIVERSITY, a state institution of higher learning, organized and existing under the laws of the State of Mississippi (hereinafter referred to as "University"), and the THE MISSISSIPPI VALLEY STATE UNIVERSITY NATIONAL ALUMNI ASSOCIATION, a corporation duly organized under the laws of the State of Mississippi (hereinafter referred to as "Association").

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 177 OF 319

RECITALS

1. The University is a state institution of higher learning established pursuant to the laws of the State of Mississippi.
2. The Association has been established as a non-profit, educational and charitable organization under Section 501(c)(3) of the Internal Revenue Code of 1986 for the purposes outlined in its Articles of Incorporation, a copy of which is attached to this agreement as Exhibit A.
3. The University must enter an affiliation agreement with the Association as required by the Board of Trustees of the State Institutions of Higher Learning (“IHL”), as set forth in IHL Policy 301.0806.
4. The University has a strong interest in maintaining a favorable relationship with its graduates, former students, and friends of the University.
5. The Association serves the University and promotes its mission by among other things, attracting, organizing, and encouraging graduates, former students, and friends throughout Mississippi and the world to advance the University's mission and by fostering, encouraging, establishing, and maintaining affinity, loyalty, community, and relationships among the University, its alumni, former students, and its friends.
6. The University and the Association have a history of interaction and cooperation that has served the interests of the University.
7. The Association has the responsibility as an affiliated entity to use its resources in a responsible and effective manner to further the mission of the University and to support the University.
8. The University and the Association anticipate that the University will provide the Association with specified services and facilities with which to carry out its responsibilities in exchange for the development, financial, and other services, support, and assistance the Association shall provide the University.
9. The University and the Association desire to define the arrangements concerning services, facilities, premises, and activities as set forth in this agreement.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 178 OF 319**

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the University and the Association do hereby agree, as follows:

ARTICLE 1. PERSONNEL AND SERVICES

1.1 The Association may utilize, with the approval of the President of the University, such University administrative, professional, and other employees from time to time as are needed to carry out the purposes of the Association as agreed by the University.

1.2 IHL Board Policy 301.0806 D.15 requiring affiliated entities to submit to the IHL an annual report providing a detailed list of supplemental compensation provided to administrators, faculty, athletic staff, and other employees is not applicable to the Association as no such supplemental compensation is contemplated under this agreement.

ARTICLE 2. ASSOCIATION OBLIGATIONS

2.1 The Association agrees to provide an organizational framework for volunteer service to the University through local alumni clubs, professional chapters, and special interest alumni groups. The Association will serve as the most widely accessible medium for graduates, former students, and friends of the University to maintain relationships with the University. Nothing in this Agreement shall be construed to give the Association control of or authority over other affiliates supporting the University and its constituent units. The Association will work cooperatively and in good faith with these organizations to promote the interests of the University and its relationship with its alumni.

2.2 The Association agrees to assist the University in developing and supporting programs and services, including, but not limited to, administration, maintenance, and enhancement of the alumni data base; operation of homecoming and reunion programs; participation in advocacy and other advancement endeavors; maintenance of a career services program; maintenance of programs serving the University's student population; and participation in scholarship programs, award recognition programs, student recruitment programs, and special events.

2.3 The Association agrees to provide volunteers to serve the University.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 179 OF 319

2.4 The Association agrees that it may only use its resources to advance the University's mission as outlined in its Articles of Incorporation. The Association further agrees that it may not amend its Articles of Incorporation or By-Laws during the life of this Agreement unless the University consents to the proposed amendment.

2.5 The University may from time to time make other requests from the Association or seek other assistance from the Association in accomplishing the mission of the University, and the Association agrees that it will not unreasonably deny any such requests for assistance.

2.6 The Association shall reimburse the University for expenses the University incurs as a result of the Association's operations if those expenses would not otherwise have been incurred by the University.

2.7 To assure that the resources and services provided by the University are expended for the ultimate benefit of the University, as long as this Agreement is in effect, the Association shall provide an annual report to the President of the University, including the following information:

1. How University resources and services were used, and the benefits (both financial and intangible) to the University arising from that use.
2. A description of proposed activities for the coming year. The description shall be developed with input from the University's Chief Advancement Officer, Director of Alumni Affairs and subject to approval by the University President.
3. The Association's current financial policies, procedures and controls, if any, as set forth in its By-Laws and Articles of Incorporation.

2.8 The University's Office of Alumni Affairs will provide an opportunity for the Association to participate in setting goals for the Association in conjunction with the University's goals and priorities.

2.9 At least thirty days before the end of each Fiscal Year during this Agreement, the Association shall submit an annual budget for the forthcoming Fiscal Year to the President.

2.10 The Association agrees to manage all funds in its control in a fiscally sound and prudent manner.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 180 OF 319

2.11 The Association agrees to maintain its financial and accounting records separate from the records of the University and in accordance with Generally Accepted Accounting Principles. The Association agrees to retain all books, accounts, reports, files and other records of the Association relating to this Agreement, the operation and management of the Association or any funds contributed to, received by, expended by, or managed by the Association, and to make such records available at all reasonable times for inspection and audit by the President or his/her designees, during the term of and for a period of five years after the completion of this Agreement. Such records shall be provided at the University's Alumni Office, or such other location as designated by the University upon reasonable notice to the Association. To the extent that information is inspected, reviewed or received by the President or his/her designees, with respect to the identity of donors, sponsors, or members who have expressly stated they wish to remain anonymous, with respect to any information relating to the identification, cultivation and solicitation of donors, sponsors, or members, with respect to personal, commercial, or proprietary information relating to a donor or member or his/her family or business, or with respect to any personal, commercial or proprietary information provided to the Association by third parties, such information shall be treated as confidential by the President and by any designee who may review or acquire such information. The University is expected to take appropriate safeguards to assure that such information is utilized or disseminated only in a manner that is appropriate under the circumstances. If upon such inspection or audit the University determines that University funds or resources have been expended for purposes inconsistent with this Agreement, the Association, upon demand by the University, shall reimburse the University for such misused funds, and the University shall have all rights provided by law, including the right to suspend further provision of resources under this Agreement and to terminate this Agreement. These same inspection and information rights are also extended to the IHL or its designee when authorized to exercise such rights by the IHL acting upon its minutes. However, it is understood that the appropriate extent of any disclosure or other use of any confidential, personal, commercial or proprietary information is in the discretion of the IHL, and further, any such decision to disclose or release any confidential, personal, commercial or proprietary information or information that would identify any particular donor or members shall be made by the IHL acting upon its minutes.

2.12 The Association shall maintain its separate financial and accounting records in accordance with generally accepted accounting principles applicable for its industry. The Association must cause to be prepared annual financial statements of its condition, which shall include such detail as the IHL Board may from time to time require; The Association must also engage a Certified Public Accounting (CPA) firm to perform annual audits of the its annual financial statements; The Association shall submit

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 181 OF 319

the audited financial statements, along with a list of its officers, directors or trustees, not later than five months following the completion of the Association's fiscal year, to the affiliated university's IEO and to IHL; However, submission of the Association's annual audited financial statements will be required when necessary for inclusion in the State of Mississippi's Comprehensive Annual Financial Report (CAFR); Those Entities (including the Association) which will be required to submit annual audited financial statements for inclusion in the CAFR, as determined by the IHL Board's Deputy Commissioner of Finance and Administration and the external auditing firm hired to perform the annual IHL system audit, must submit annual audited financial statements to the affiliated university's IEO and to the IHL, along with a list of Association officers, directors or trustees, by October 15 of each year; The IHL Board's Deputy Commissioner of Finance and Administration shall notify the Association of the applicability of the October 15 deadline as far in advance of the deadline as possible each year; The CPA firm to be utilized by the Association must be approved by the IHL Board and all requests for approval of the CPA firm must be submitted to the IHL Board for approval not later than three months prior to the end of the Association's fiscal year for which the audit will be conducted; Unless approval is specifically granted for multiple years, approval of a firm by the IHL Board for one year does not constitute approval for other years, and requests for approval of the CPA firm must be submitted on an annual basis; However, at the request of the Association, the IEO of a university, with the approval of the IHL Board, may grant a request of the Association to waive the requirement of an annual audit by a CPA firm on a showing of adequate grounds, such as a showing that the assets of the Association are so limited as to make the expense of engaging a CPA firm to perform an audit financially burdensome to the Association and unnecessary; Such a waiver may be conditioned upon such other review of the financial records of the Association in lieu of an audit as the University and the IHL may deem feasible; Such a request for a waiver must be accompanied by (a) the most recent annual audited financial statements of the Association (if any such statements exist), (b) the financial statements of the most recently completed fiscal year, (c) a written description of how the Association anticipates that the year-end financial statements for the current year will differ from the financial statements as of the end of the most recently completed fiscal year, and (d) a good faith estimate of the cost of engaging an auditor with respect to the statements; The granting of any request to waive the requirement of an annual audit by a CPA firm approved by the IHL is within the sole discretion of the University and the IHL Board; Any waiver of the audit requirement will apply only for one year, and any request to waive the requirement for the next year should be submitted as outlined above.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 182 OF 319

2.13 The Association may not underwrite, pay, or provide additional compensation to the University President or any IHL system office employee without the prior approval of the IHL. Any such request for approval shall be made through the IHL Commissioner to the IHL. Additionally, the Association may not provide or pay compensation to any other University employee without prior approval of the President, and any such approval shall be reported to the IHL by the Association at the IHL's next meeting. This provision does not apply to transfers to the University by the Association that are paid directly to the University for use by the University to compensate University employees if that compensation is included in the University's annual budget.

2.14 To the extent the Association engages in fundraising on behalf of the University, the Association agrees to accept or solicit only those gifts that are consistent with the University's missions, goals, or objectives.

2.15 The Association shall not accept any gift, donation or grant or enter into any transaction that creates any liability for the University, without advance written approval of the University Chancellor.

2.16 No member of the Association may encumber the University's funds or otherwise bind the University in any way.

2.17 No University assets will be managed by the Association.

2.18 The Association acknowledges and agrees that the University owns all copyright, interest in, and right to all trademarks, trade names, logos, and service marks developed by the University for use by the Association, including all such trademarks, service marks, and trade names historically associated with the Association.

2.19 The Association shall adopt and maintain a conflict of interest policy that complies with the requirements of Miss. Code Ann. § 79-11-269 (1972), as amended from time to time.

2.20 The Association shall provide the President reasonable notice of any regular, annual, or special meetings of its Board of Directors or of its Executive Committee, and the President or his/her designee shall have the right to attend any such meetings as well as the meetings of any other Association committees.

2.21 If the Association should cease to exist, any Association assets donated to the Association for the benefit of the University must be transferred to the University or to another non-profit entity designated by the University.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 183 OF 319**

2.22 The Association may enter its contracts for professional, advisory or other personal services in carrying out its duties, but any such contracts entered into after the execution of this Agreement shall not exceed two years.

**ARTICLE 3. UNIVERSITY OBLIGATIONS
AND OTHER IN-KIND SUPPORT**

3.1 The University grants the Association a non-exclusive, non-transferable license to use University trademarks, service marks, and logos consistent with University policy and its contract with Collegiate Licensing Company, including but not limited to a license to use marks developed by the University for use by the Association.

3.2 The University grants the Association an exclusive, transferable license to use University trademarks, service marks, and trade names historically associated with the Association or developed by the University or the Association for the Association's use.

3.3 The University agrees to designate the Association as an official affiliated entity of the University.

3.4 The University shall provide the Association such other rights, privileges or benefits as the President, in the President's sole discretion, may determine will assist the Association in discharging its obligations under this Agreement.

3.5 The University Chancellor shall be an ex-officio non-voting member of the Association's Board of Directors and Executive Committee and shall be given reasonable notice of any meeting of the Board or Executive Committee, as required by 2.20 of this Agreement.

3.6 Subject to the availability of funding and the budget process, the University agrees to provide the Association with resources suitable in the University's judgment for the accomplishment of the Association's activities for the University's benefit, and may include services and supplies, staff support, office space, and such financial support as agreed upon between the parties from time to time. The amount and nature of such resources shall be determined annually, on a fiscal year basis, in connection with the program planning and budget processes of the University and the Association. No provision in this Agreement shall be construed to give the Association any legal entitlement to any University funding, personnel or other resources in any particular fiscal year. All University assets, including personal property, made available to the Association under the terms of this agreement shall remain the property of the

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 184 OF 319**

University unless sold, conveyed or transferred to the Association by way of a separate written agreement.

3.7 The University's President will encourage all parts of the University to collaborate with the Association in implementing the Association's programs and services.

3.8 The University President agrees to inform the Association on a regular basis of the University's needs and priorities.

ARTICLE 4. COMPLIANCE

The Association shall comply with any and all federal and state laws and regulations.

ARTICLE 5. INDEMNIFICATION

The Association agrees to indemnify and hold harmless the University, including its agents and employees from any and all claims, demands, suits, or liabilities of any nature, or on account of any of the actions or inactions in or about the licensed premises. The Association agrees to reimburse the University and its agents and employees for any expenses incurred by them or as a result of legal action or inaction, including reasonable attorney fees, provided funds are available for such purpose.

ARTICLE 6. INSURANCE

6.1 The Association shall maintain General Liability insurance providing insurance coverage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate liability covering its employees and agents during the course and scope of their employment, providing protection from general liability risks, including, but not limited to, protection against claims of sexual harassment, discrimination or other violations of law.

6.2 The Association shall maintain Automobile Liability insurance providing at least \$1,000,000 per accident or occurrence for bodily injury and property damage.

6.3 The Association shall maintain Property Insurance in an amount sufficient to provide full replacement of all insured property, and in the event that the Association owns any interest in real property during the life of this Agreement sufficient property and casualty insurance to insure against the loss of the real property and any improvements or personal property associated with the insured premises.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 185 OF 319

6.4 The Association shall maintain Directors and Officers liability insurance on members of the Board of Directors and Association Officers, while performing as such.

6.5 The Association shall maintain Commercial Excess or Umbrella Coverage: The Association shall maintain \$5,000,000 in commercial umbrella coverage in addition to the basic coverages set forth in Articles 6.1, 6.2, and 6.4.

6.6 The Association shall maintain Workers Compensation if required to do so by applicable law or such other insurance coverages as may be required by applicable law.

ARTICLE 7. REPORTING

7.1 The Association shall, by October 15 of each year during the life of this Agreement submit a detailed annual report of the work and financial condition of the Association for the preceding fiscal year to the University President, and shall also submit by the same date any other reports as required by this Agreement, by the Bylaws of the Association, by IHL policies or by other applicable law, including but not limited to any and all reports required by Articles 2.12 and 2.13. of this Agreement.

7.2 The Association shall promptly notify the President of the University and the IHL, in writing, if any of the following events ("Reportable Events") occur:

1. The Association has materially breached any of its contractual obligations under the Agreement;
2. The Association has materially failed to properly receive, apply, manage or disburse any funds or has materially failed to properly comply with any binding instructions from donors relating to those funds;
3. The Association has engaged in any conduct that is prohibited or subject to sanction under state or federal law, including any and all requirements applicable to tax exempt organizations;
4. There has been a failure by the Association or any of its officers and directors to comply with any conflict of interest requirements created by applicable state or federal law or by the governing documents or procedures of the Association;
5. Any state or federal regulatory body begins any investigation of any matter that may have a significant financial or regulatory effect on the Association or upon its status as a tax exempt organization; or

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 186 OF 319

6. The Association has contracted with or entered into any business or pecuniary relationship with any of its board members, other than a full time employee of the Association, or any entity controlled directly or indirectly by the board member, which would reasonably be expected to provide for payment or benefits to that person exceeding the value of \$50,000 in any calendar year; The previous sentence creates a duty for the Association to report any such transaction but does not suggest or imply that all such transactions are either prohibited or permitted.

7.3 The Association's chief executive officer shall submit to the President and to the IHL a signed certification statement annually, before January 31 of each year, which affirmatively states that the Association has examined its donor records and business transactions occurring during its fiscal year ending within the prior calendar year, and that to the best of its knowledge, there is no evidence that any Reportable Events occurred, other than those which have been duly reported to the President of the University and the IHL, as required in Article 7.2 above. In this certification the Association's chief executive officer shall re-affirm that, in the event he/she becomes aware of any such Reportable Events, the Association chief executive officer will immediately notify, in writing, the President of the University.

ARTICLE 8. TERMINATION AND RENEWAL

8.1 This Agreement shall have a term of five years, if not renewed by mutual consent of the parties before that date.

8.2 The University may terminate this Agreement without cause with thirty (30) days written notice to the Association and prior approval of IHL, acting upon its minutes.

8.3 The University may terminate this Agreement for cause without notice to the Association but with notice to the IHL and prior approval of the IHL, acting upon its minutes. The Association may not terminate this Agreement without the prior approval of the University President and the IHL.

8.4 If this Agreement is terminated for any reason, including because the Agreement has expired without being renewed under Article 8.1, Articles 2.11, 2.19, 2.22, 5, 8, and 9 shall survive the termination.

8.5 Upon termination and/or non-renewal of this Agreement, (1) the Association shall cease to use and shall not assign or delegate the authority to use the

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 187 OF 319

University's name or registered marks or logos to any person or entity without the written approval of the President, (2) the Association shall remit any and all unrestricted funds held for the benefit of the University to such entity as designated in writing by the President on behalf of the University, (3) the Association shall work in concert with its members and/or donors, to the extent practicable and allowed by law, to move any restricted funds held for the benefit of the University to such entity as designated in writing by the President on behalf of the University, (4) the Association shall work in concert with persons or entities with which it had contractual relations to the extent practical and allowed by law, to assign any contracts to such entity as designated by the President; and (5) the Association shall work in concert with the University to provide the University or its designee with records and materials of the Association necessary to continue the business and/or wind up the affairs of the Association.

8.6 The Association agrees to cease using the University's name, marks, and logos in the event the Association dissolves, ceases to be a non-profit corporation, ceases to be recognized as a tax exempt entity under Section 501(c)(3) of the Internal Revenue Code, or this Agreement is terminated.

8.7 The University and the Association expect there to exist a cooperative relationship between them. In the event that the University President determines that such cooperation does not exist and that the relationship is untenable and thus, in the President's view, detrimental to the best interests of the University, the President shall notify the Commissioner of Higher Education and the IHL shall attempt to reconcile the parties, including through mediation if practicable. If the IHL determines and notifies the University President that it is in the best interest of the University to establish new members of the Board of directors of the Association, the University President may direct that at the expiration of a ninety-day period, the terms of office of 100% of the total number of Directors and all accompanying officers shall be deemed to have expired. Upon such an occurrence, a five-person special appointment committee shall be selected as follows: (1) one member appointed by the University President, (2) one member appointed by the IHL, (3) one member appointed by the Board of Directors of the MVSU Foundation, and (4) Two members appointed from within and by the group of donors to the University whose verifiable lifetime total giving to the University, exceeds \$10,000.00; however this donor group may not appoint as a member of the committee anyone who at the time of the appointment is serving as (i) a University employee or (ii.) an employee, officer, trustee, or director of any University affiliated support organization or foundation. The committee, within the ninety day period shall then appoint, by majority vote, the new members to the Board of Directors to replace the Directors whose terms shall be deemed to have expired. The reconstituted Board of Directors shall then elect new officers of the MVSU National Alumni Association.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 188 OF 319**

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the State of Mississippi.

9.2 The parties agree that the Association is not the agent or employee of the University and nothing in this Agreement creates an employment or other agency relationship between the parties.

9.3 The parties agree that the Association is a private, independent entity and, as such, is not governed by the IHL. To insure the independence of the Association, no IHL employee shall hold a voting position on the Association Board. Senior University administrators should only participate on the Association's Board, if at all, in an ex-officio, non-voting capacity. The IHL may allow, upon written request by the University, exceptions to this restriction regarding IHL/University employees.

9.4 The University and the Association agree that the Association's donor and giving records and any other financial or commercial information possessed by the Association or provided by the Association to the University concerning individuals or corporations that provide the Association financial support are confidential and proprietary. Unless required to disclose such information by applicable law and except as provided otherwise in Article 2.11 of this Agreement with respect to actions by IHL acting upon its minutes, the University and the Association agree not to disclose to third parties and to keep confidential the giving records, giving history, and financial or commercial information of individuals and corporations that provide financial support to the Association.

9.5 In the performance of this Agreement, the Association shall not deny employment opportunities to any person on the basis of race, color, religion, ethnic group identification, sexual orientation, sex, age, physical or mental disability, medical condition, or veteran's status.

9.6 The parties hereto acknowledge that this Agreement sets forth the entire Agreement and understanding of the parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

9.7 The provisions of this Agreement are severable, and in the event that any provisions of this Agreement shall be determined to be invalid or non-enforceable under

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 189 OF 319**

any controlling body of the law, such invalidity or non-enforceability shall not in any way affect the validity or enforceable nature of the remaining provisions hereof.

9.8. The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

9.9 The Association's obligations and all provisions set forth pursuant to this Agreement shall apply to any and all entities owned or controlled by the Association, with the exception of a special purpose entity created for the sole and specific purpose of utilization as a financing vehicle for the private financing of university auxiliary facilities by a private developer using the alternate dual-phase design-build privately financed construction method, as specially authorized by Miss. Code Ann. Section 37-101-41, et seq. (1972), as amended. If the use/purpose of any such special purpose entity ever changes, the special purpose entity would then be required to comply with any and all provisions of the affiliation agreement between the university and the Association which owns or controls the special purpose entity pursuant to this Agreement shall also extend, as applicable, to any entity it owns or controls.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and duly executed this Agreement the day and year set forth below.

MISSISSIPPI VALLEY STATE UNIVERSITY

MISSISSIPPI VALLEY STATE UNIVERSITY
NATIONAL ALUMNI ASSOCIATION

By:_____

By:_____

Name: Donna H. Oliver
Title: President

Name: Roosevelt Yarborough
Title: President

Date:_____

Date:_____

STAFF RECOMMENDATION: Board staff recommends approval of this item.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 190 OF 319**

18. MVSU - APPROVAL OF PROPOSED AFFILIATION AGREEMENT BETWEEN MISSISSIPPI VALLEY STATE UNIVERSITY AND THE MISSISSIPPI VALLEY STATE UNIVERSITY FOUNDATION

Mississippi Valley State University (MVSU) requests Board approval of the below proposed affiliation agreement between MVSU and the MVSU Foundation. The proposed agreement meets the requirements of Board Policy 301.0806 Foundation/Affiliated Entity Activities.

This Agreement is made and entered into effective this 1st day of January, 2011 (the effective date) by and between Mississippi Valley State University, a state institution of higher learning, organized and existing under the laws of the State of Mississippi (the “University”), and The Mississippi Valley State University Foundation, a not-for-profit corporation duly chartered pursuant to the laws of the State of Mississippi (the “Foundation”). This Agreement is designed to govern the relationship between the University and the Foundation by setting forth the terms and conditions under which the University will provide certain support and services for the Foundation and the Foundation will provide certain support and services for and on behalf of the University.

PREAMBLE

WHEREAS, the Foundation has been established as a not-for-profit, educational and charitable organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, for the purposes outlined in its Charter of Incorporation dated _____, a copy of which is attached to this Agreement as Exhibit A;

WHEREAS, the University has the authority and right to enter into agreements with affiliated 501(c) (3) not-for-profit organizations, subject to the Institutions of Higher Learning Board of Trustees (the “Board” or “IHL”) Policy 301.0806 (the “Policy”);

WHEREAS, the Board Policy acknowledges that the independent nature of the Foundation provides flexibility to the University in fiscal management and responsiveness;

WHEREAS, the Foundation has the responsibility under its mission statement and as a not-for-profit corporation to use its resources in a responsible and effective manner to operate exclusively for the benefit of the University and its students, alumni, faculty and staff to promote, encourage and assist all forms of educational, scientific, literary, research and service activities provided by the University.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 191 OF 319

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the adequacy of which is hereby acknowledged, the University and the Foundation do hereby agree as follows:

ARTICLE 1. UNIVERSITY PERSONNEL AND SERVICES

1.1 The President of the University and the University's chief advancement officer shall serve *ex officio* as a non-voting member of the Foundation's Board of Directors. No other University employee or other persons directly or indirectly employed by the IHL shall serve as a voting member of the Foundation's Board of Directors.

1.2 Annually, the President of the University shall certify to the Foundation a list of University employees who are authorized to request disbursements from the Foundation. Requests by a duly certified University employee shall constitute a representation or certification by the University employee that the disbursement being requested has been approved in accord with established University procedures. The Foundation shall be relieved of any liability arising from a disbursement made pursuant to the provisions of this Section of the Agreement.

1.3 The President of the University shall submit a request to the Foundation for utilization of University unrestricted gifts received by the Foundation in the following fiscal year. The Foundation shall, consistent with the goals and priorities established by the University, incorporate the University's request into its operating budget and may allocate unrestricted gifts accordingly to the extent funds are available. In addition to unrestricted funds, the University President and/or the University Vice President of Advancement (or equivalent position), shall routinely update key Foundation personnel on the University initiatives involving private support to ensure that Foundation and University personnel are informed of fund raising needs and objectives.

1.4 The University's name and registered marks and logos have great economic and public relations value to the University, its faculty, staff, alumni and students. The Foundation shall not assign or delegate the authority to use University's name or registered marks or logos to any person or entity without the written approval of the President of the University and the Director of the University's Licensing Program. To assist the Foundation in discharging its obligations under this Agreement and in soliciting, developing and generating private and corporate support for the University, the University grants the Foundation the following rights:

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 192 OF 319**

1.4 (a) A non-exclusive, non-transferable license to use University trademarks, service marks and logos consistent with University policy, including but not limited to a license to use marks developed by the University for use by the Foundation.

1.4 (b) An exclusive, transferable license to use University trademarks, service marks and trade names historically associated with the Foundation.

1.4 (c) The designation of the Foundation as a University affiliated entity.

1.4 (d) Such other rights, privileges or benefits as the University President, in his/her sole discretion, may determine will assist the Foundation in discharging its obligations under this Agreement.

ARTICLE 2. FOUNDATION OBLIGATIONS

2.1 The Foundation's primary purpose is to provide support to the University in accord with the provisions of its Charter of Incorporation and By-laws, which support includes, but is not limited to, researching, raising, receiving, acknowledging, investing, accounting for and administering funds for the University to use for its charitable, scientific and educational purposes.

2.2 The Foundation, acting through its Board of Directors and staff, shall assist the University's Office of Advancement in its fund-raising activities and development programs with individuals, corporations, foundations, governmental and other external organizations.

2.3 The Foundation, acting through its Board of Directors and staff, shall solicit and transfer funds for the purchase of University equipment and supplies; for the construction, renovation and improvement of the University's physical facilities; for the support of faculty, staff and student travel and research; for the support of faculty professorships, lectureships and endowed chairs; for the support of student scholarships; and for the support of other educational, research, cultural, scientific, public service and charitable programs and activities. When soliciting funds on behalf of the University, the Foundation agrees to accept only those gifts that are consistent with the University's missions, goals and obligations.

2.4 The Foundation shall receipt, acknowledge and express appreciation for all contributions of donors made on behalf of the University or of the Foundation, and shall keep accurate and current records of all such contributions made directly to the Foundation. Assets of the Foundation shall be maintained pursuant to the Uniform Management of Institutional Funds Act (UMIFA) or Uniform Prudent Management of Institutional Funds Act (UPMIFA) as promulgated by the State of Mississippi. The

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 193 OF 319

University shall have rights of inspection of Foundation records. Such rights shall be afforded to the IHL, if so desired.

2.5 The Foundation may enter into contracts for professional, advisory or other personal services in carrying out its duties, but any such contracts entered into after the execution of this Agreement shall not exceed 2 years.

2.6 The Foundation shall maintain its separate financial and accounting records in accordance with generally accepted accounting principles applicable for its industry. The Foundation must cause to be prepared annual financial statements of its condition, which shall include such detail as the IHL Board may from time to time require; The Foundation must also engage a Certified Public Accounting (CPA) firm to perform annual audits of the its annual financial statements; The Foundation shall submit the audited financial statements, along with a list of its officers, directors or trustees, not later than five months following the completion of the Foundation's fiscal year, to the affiliated university's IEO and to IHL; However, submission of the Foundation's annual audited financial statements will be required when necessary for inclusion in the State of Mississippi's Comprehensive Annual Financial Report (CAFR); Those Entities (including the Foundation) which will be required to submit annual audited financial statements for inclusion in the CAFR, as determined by the IHL Board's Deputy Commissioner of Finance and Administration and the external auditing firm hired to perform the annual IHL system audit, must submit annual audited financial statements to the affiliated university's IEO and to the IHL, along with a list of Foundation officers, directors or trustees, by October 15 of each year; The IHL Board's Deputy Commissioner of Finance and Administration shall notify the Foundation of the applicability of the October 15 deadline as far in advance of the deadline as possible each year; The CPA firm to be utilized by the Foundation must be approved by the IHL Board and all requests for approval of the CPA firm must be submitted to the IHL Board for approval not later than three months prior to the end of the Foundation's fiscal year for which the audit will be conducted; Unless approval is specifically granted for multiple years, approval of a firm by the IHL Board for one year does not constitute approval for other years, and requests for approval of the CPA firm must be submitted on an annual basis; However, at the request of the Foundation, the IEO of a university, with the approval of the IHL Board, may grant a request of the Foundation to waive the requirement of an annual audit by a CPA firm on a showing of adequate grounds, such as a showing that the assets of the Foundation are so limited as to make the expense of engaging a CPA firm to perform an audit financially burdensome to the Foundation and unnecessary; Such a waiver may be conditioned upon such other review of the financial records of the Foundation in lieu of an audit as the University and the IHL may deem feasible; Such a request for a waiver must be accompanied by (a) the most recent annual audited financial statements of the Foundation (if any such statements exist), (b) the financial statements of the most

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 194 OF 319

recently completed fiscal year, (c) a written description of how the Foundation anticipates that the year-end financial statements for the current year will differ from the financial statements as of the end of the most recently completed fiscal year, and (d) a good faith estimate of the cost of engaging an auditor with respect to the statements; The granting of any request to waive the requirement of an annual audit by a CPA firm approved by the IHL is within the sole discretion of the University and the IHL Board; Any waiver of the audit requirement will apply only for one year, and any request to waive the requirement for the next year should be submitted as outlined above.

2.7 The Foundation acknowledges and agrees that the University owns all copyright, interest in and right to all trademarks, trade names, logos and service marks developed by the University for use by the Foundation, including all such trademarks, service marks and trade names historically associated with the Foundation.

2.8 The Foundation shall maintain a conflict-of-interest policy that complies with all requirements of Miss. Code Ann. §79-11-269 (1972), as amended from time to time.

2.9 The Foundation shall immediately deposit into the appropriate University account any funds which are sent to the Foundation but which are clearly intended to be funds designated for a University account. In such an instance, the Foundation shall issue, on behalf of the University, a University development receipt. No University assets will be managed by the Foundation.

2.10 The Foundation shall perform any and all other acts and activities on behalf of the University, as the Foundation deems appropriate, in carrying out the purposes and mission of the University, so long as consistent with the governing documents of the Foundation.

2.11 The Foundation CEO shall promptly notify the President of the University and the IHL, in writing, if any of the following events (“Reportable Events”) occur:

1. The Foundation has materially breached any of its contractual obligations under the Agreement;
2. The Foundation has materially failed to properly receive, apply, manage or disburse any funds or has materially failed to properly comply with any binding instructions from donors relating to those funds;
3. The Foundation has engaged in any conduct that is prohibited or subject to sanction under state or federal law, including any and all requirements applicable to tax exempt organizations;

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 195 OF 319**

4. There has been a failure by the Foundation or any of its officers and directors to comply with any conflict of interest requirements created by applicable state or federal law or by the governing documents or procedures of the Foundation;
5. Any state or federal regulatory body begins any investigation of any matter that may have a significant financial or regulatory effect on the Foundation or upon its status as a tax exempt organization; or
6. The Foundation has contracted with or entered into any business or pecuniary relationship with any of its board members, other than a full time employee of the Foundation, or any Foundation controlled directly or indirectly by the board member, which would reasonably be expected to provide for payment or benefits to that person exceeding the value of \$50,000 in any calendar year; The previous sentence creates a duty for the Foundation to report any such transaction but does not suggest or imply that all such transactions are either prohibited or permitted.

2.12 If requested by the University, the Foundation shall provide any and all information and shall allow inspection of all records relating to the operation or management of the Foundation or any funds contributed to, received by, expended by or managed by the Foundation. To the extent that information is inspected, reviewed or received by the President of the University or his/her designees with respect to the identity of donors who have expressly stated they wish to remain anonymous, or with respect to any information relating to the identification, cultivation and solicitation of donors, or with respect to personal, commercial, or proprietary information relating to a donor or his/her family or business, such information shall be treated as confidential by the President and any designee who may acquire such information. The University is expected to take appropriate safeguards to assure that such information is utilized or disseminated only in a manner that is appropriate under the circumstances. Such inspection rights are also extended to the IHL acting upon its minutes, however, it is understood that the appropriate extent of any disclosure or other use of the information is in the discretion of the IHL and, further, any decision to release any personal, commercial, or proprietary information or to release any information that would identify any particular donor shall be made by the IHL acting upon its minutes.

ARTICLE 3. COMPLIANCE

3.1 The Foundation shall comply with any and all federal and state laws and regulations and shall comply with any compliance and regulatory guidelines as may be required by the Board.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 196 OF 319

ARTICLE 4. REPORTING

4.1 The Foundation shall, by December 1 of each year during this Agreement, submit to the University President and to the IHL its annual audited financial statements for the prior fiscal year as set forth in Section 2.6 of this Agreement. Such submission shall also include a list of Foundation officers, directors or trustees. The Foundation shall submit an annual report providing a detailed list of any supplemental compensation which was provided to the University for the purpose of providing any additional compensation to administrators, faculty or other University Employees, it being agreed that any such payments shall only be made through the University's payroll system and with Presidential approval. Understanding that no form of additional compensation may be underwritten for the University President or for any IHL system office employee without IHL approval, the Foundation shall also provide documentation of approval from the IHL of any supplemental compensation provided to the President or provided to the University for purposes of supplementing the President's salary.

4.2 The Foundation CEO shall submit to the President of the University and the IHL a signed certification statement annually, before January 31 of each year, which affirmatively states that the Foundation has examined its donor records and business transactions occurring during its fiscal year ending within the prior calendar year, and that to the best of its knowledge, there is no evidence that any Reportable Events occurred, other than those which have been duly reported to the President of the University and the IHL, as required above. The Foundation CEO shall re-affirm that, in the event he/she becomes aware of any such Reportable Events, the Foundation CEO will immediately notify, in writing, the President of the University.

ARTICLE 5. TERMINATION AND RENEWAL

5.1 This Agreements shall expire on December 31, 2015, if not renewed by mutual consent of the parties before that date.

5.2 The University may terminate this Agreement without cause with thirty (30) days written notice to the Foundation and with the prior approval of the IHL, acting upon its minutes.

5.3 The University may terminate this Agreement for cause, without notice to the Foundation but with notice to the IHL and prior approval of the IHL, acting upon its minutes. The Foundation may not terminate this Agreement without the prior approval of the University President and the IHL.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 197 OF 319

5.4 Upon termination and non-renewal of this Agreement, (1) the Foundation shall cease to use and shall not assign or delegate the authority to use the University's name or registered marks or logos to any person or entity without the written approval of the President, (2) the Foundation shall remit any and all unrestricted funds held for the benefit of the University to such entity as designated in writing by the President on behalf of the University, (3) the Foundation shall work in concert with its donors, to the extent practicable and allowed by law, to move any restricted funds held for the benefit of the University to such entity as designated in writing by the President on behalf of the University, (4) the Foundation shall work in concert with persons or entities with which it had contractual relations to the extent practical and allowed by law, to assign any contracts to such entity as designated by the University President; and (5) the Foundation shall work in concert with the University to provide the University or its designee with records and materials of the Foundation as are necessary to continue the business and/or wind up the affairs of the Foundation.

5.5 The Foundation agrees to cease using University's name, marks, and logos in the event that the Foundation dissolves, ceases to be a non-profit corporation or ceases to be recognized by the Internal Revenue Service as a tax exempt entity under Section 501(c)(3) of the Internal Revenue code.

5.6 The University and Foundation expect there to exist a cooperative relationship between them. In the event that the University President determines that such cooperation does not exist and that the relationship is untenable and thus, in the President's view, detrimental to the best interests of the University, the President shall notify the Commissioner of Higher Education and the IHL shall attempt to reconcile the parties, including through mediation if practicable. If the IHL determines and notifies the University President that it is in the best interest of the University to establish new members of the Board of directors of the Foundation, the University President may direct that at the expiration of a ninety-day period, the terms of office of 100% of the total number of Directors and all accompanying officers shall be deemed to have expired. Upon such an occurrence, a five-person special appointment committee shall be selected as follows: (1) one member appointed by the University President, (2) one member appointed by the IHL, (3) one member appointed by the Board of Directors of the MVSU National Alumni Association, and (4) Two members appointed from within and by the group of donors to the University whose verifiable lifetime total giving to the University, exceeds \$25,000.00; however this donor group may not appoint as a member of the committee anyone who at the time of the appointment is serving as (i) a University employee or (ii.) an employee, officer, trustee, or director of any University affiliated support organization or foundation. The committee, within the ninety day period shall then appoint, by majority vote, the new members to the Board of Directors to replace the

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 198 OF 319**

Directors whose terms shall be deemed to have expired. The reconstituted Board of Directors shall then elect new officers of the MVSU Foundation.

5.7 In the unlikely event that the Commission, as described in 5.6 above, shall appoint a new Board of Directors for the Foundation, it is expressly understood that any, or all, of the previous Foundation board members may be reelected by this committee to serve.

ARTICLE 6. MISCELLANEOUS PROVISIONS

6.1 This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the State of Mississippi.

6.2 The parties agree that the Foundation is not the agent or employee of the University, and nothing in this Agreement creates an employment or other agency relationship between the parties.

6.3 Neither the University nor the Foundation shall have any liability for the obligations, acts, or omissions of the other party.

6.4 The parties agree that the Foundation is a private, independent entity and, as such, is not governed by the IHL, but rather has its own governing Board of Directors. Accordingly, to the extent permitted by the laws of the State of Mississippi applicable to a public institution of higher learning, each party to this Agreement shall be responsible for its own obligations, acts or omissions.

6.5 The University and Foundation agree that the Foundation's donor and giving records and any other financial or commercial information possessed by the Foundation or provided by the Foundation to the University concerning individuals or corporations that provide Foundation financial support are confidential and proprietary. Notwithstanding Section 2.12 above, unless required to disclose such information by applicable law, the University and Foundation agree not to disclose to third parties and to keep confidential the giving records, giving history and financial or commercial information of individuals and corporations that provide financial support to the Foundation.

6.6 In the performance of this Agreement, the Foundation agrees to comply with all non-discriminatory laws and policies that the University promulgates and to which the University is subject.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 199 OF 319**

6.7 The parties hereto acknowledge that this Agreement sets forth the entire agreement and understanding of the parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

6.8 The provisions of this Agreement are severable, and in the event that any provisions of the Agreement shall be determined to be invalid or non-enforceable under any controlling body of the law, such invalidity or non-enforceability shall not in any way affect the validity or enforceable nature of the remaining provisions hereof.

6.9 The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of the Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

6.10 This Agreement shall not be assigned or otherwise transferred by either party without the prior written consent of the other, which consent shall not be unreasonably withheld.

6.11 The Foundation's obligations and all provisions set forth pursuant to this Agreement shall apply to any and all entities owned or controlled by the Foundation, with the exception of a special purpose entity created for the sole and specific purpose of utilization as a financing vehicle for the private financing of university auxiliary facilities by a private developer using the alternate dual-phase design-build privately financed construction method, as specially authorized by Miss. Code Ann. Section 37-101-41, et seq. (1972), as amended. If the use/purpose of any such special purpose entity ever changes, the special purpose entity would then be required to comply with any and all provisions of the affiliation agreement between the university and the Foundation which owns or controls the special purpose entity.

ARTICLE 7. NOTICE

7.11 Any notice to either party hereunder shall be in writing signed by the party given it, and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified or overnight mail, or when sent by Federal Express or a comparable service, or hand-delivered, when addressed as follows:

To the University:
Dr. Donna H. Oliver,
President

To the Foundation:
President, Board of Directors
MVSU Foundation, Inc

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 200 OF 319**

Mississippi Valley State University
Office of the President
14000 Hwy. 82 West #7272
Itta Bena, MS 38941

14000 Hwy. 82 West #7271
Itta Bena, MS 38941

or to such other addressee as may be hereafter designated by written notice.

IN WITNESS WHEREOF, the University and the Foundation, acting through the President of the University and the President and the Chairman of the Foundation Board of Directors, respectively, execute this Agreement on this the 1st day of January, 2011.

MISSISSIPPI VALLEY STATE UNIVERSITY

MISSISSIPPI VALLEY STATE
UNIVERSITY FOUNDATION

By: _____
Donna H. Oliver, President

By: _____
Walter Roberts
President of the Board

ACKNOWLEDGMENT

State of Mississippi
County of Leflore

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Donna H. Oliver, known by me to be the President of Mississippi Valley State University, who executed the aforesaid Agreement, on this the _____ day of _____, 2011, on behalf of Mississippi Valley State University, being duly authorized so to do.

Notary Public

My Commission Expires:

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 201 OF 319**

ACKNOWLEDGMENT

State of Mississippi
County of Leflore

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Walter Roberts, known by me to be the President of the Board of The Mississippi Valley State University Foundation, Inc., who executed the aforesaid Agreement on this the _____ day of _____, 2011, for and on behalf of The Mississippi Valley State University Foundation, being duly authorized so to do.

Notary Public

My Commission Expires:

STAFF RECOMMENDATION: Board staff recommends approval of this item.

19. UM - APPROVAL OF PROPOSED AFFILIATION AGREEMENT BETWEEN UNIVERSITY OF MISSISSIPPI AND THE ALUMNI ASSOCIATION OF THE UNIVERSITY OF MISSISSIPPI

The University of Mississippi (UM) requests Board approval of the below proposed affiliation agreement between UM and the Alumni Association of the University of Mississippi. The proposed agreement meets the requirements of Board Policy 301.0806 Foundation/Affiliated Entity Activities.

This agreement is made and entered into this 1st day of January, 2011 (the effective date) by and between UNIVERSITY OF MISSISSIPPI, a state institution of higher learning, organized and existing under the laws of the State of Mississippi (hereinafter referred to as "University"), and the ALUMNI ASSOCIATION OF THE UNIVERSITY OF MISSISSIPPI, a corporation duly organized under the laws of the State of Mississippi (hereinafter referred to as "Association").

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 202 OF 319**

RECITALS

1. The University is a state institution of higher learning established pursuant to the laws of the State of Mississippi.

2. The Association has been established as a non-profit, educational and charitable organization under Section 501(c)(3) of the Internal Revenue Code of 1986 for the purposes outlined in its Articles of Incorporation, a copy of which is attached to this agreement as Exhibit A.

3. The University must enter an affiliation agreement with the Association as required by the Board of Trustees of the State Institutions of Higher Learning ("IHL"), as set forth in IHL Policy 301.0806.

4. The University has a strong interest in maintaining a favorable relationship with its graduates, former students, and friends of the University.

5. The Association serves the University and promotes its mission by among other things, attracting, organizing, and encouraging graduates, former students, and friends throughout Mississippi and the world to advance the University's mission and by fostering, encouraging, establishing, and maintaining affinity, loyalty, community, and relationships among the University, its alumni, former students, and its friends.

6. The University and the Association have a history of interaction and cooperation that has served the interests of the University.

7. The Association has the responsibility as an affiliated entity to use its resources in a responsible and effective manner to further the mission of the University and to support the University.

8. The University and the Association anticipate that the University will provide the Association with specified services and facilities with which to carry out its responsibilities in exchange for the development, financial, and other services, support, and assistance the Association shall provide the University.

9. The University and the Association desire to define the arrangements concerning services, facilities, premises, and activities as set forth in this agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the University and the Association do hereby agree, as follows:

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 203 OF 319**

ARTICLE 1. PERSONNEL AND SERVICES

The Association may utilize, with the approval of the Chancellor of the University, such University administrative, professional, and other employees from time to time as are needed to carry out the purposes of the Association as agreed by the University.

ARTICLE 2. ASSOCIATION OBLIGATIONS

2.1 The Association agrees to provide an organizational framework for volunteer service to the University through local alumni clubs, professional chapters, and special interest alumni groups. The Association will serve as the most widely accessible medium for graduates, former students, and friends of the University to maintain relationships with the University. Nothing in this Agreement shall be construed to give the Association control of or authority over other affiliates supporting the University and its constituent units. The Association will work cooperatively and in good faith with these organizations to promote the interests of the University and its relationship with its alumni.

2.2 The Association agrees to assist the University in developing and supporting programs and services, including, but not limited to, administration, maintenance, and enhancement of the alumni data base; operation of homecoming and reunion programs; participation in advocacy and other advancement endeavors; maintenance of a career services program; maintenance of programs serving the University's student population; and participation in scholarship programs, award recognition programs, student recruitment programs, and special events.

2.3 The Association agrees to provide volunteers to serve the University.

2.4 The Association agrees that it may only use its resources to advance the University's mission as outlined in its Articles of Incorporation. The Association further agrees that it may not amend its Articles of Incorporation or By-Laws during the life of this Agreement unless the University consents to the proposed amendment.

2.5 The University may from time to time make other requests from the Association or seek other assistance from the Association in accomplishing the mission of the University, and the Association agrees that it will not unreasonably deny any such requests for assistance.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 204 OF 319

2.6 The Association shall reimburse the University for expenses the University incurs as a result of the Association's operations if those expenses would not otherwise have been incurred by the University.

2.7 To assure that the resources and services provided by the University are expended for the ultimate benefit of the University, as long as this Agreement is in effect, the Association shall provide an annual report to the Chancellor of the University, including the following information:

1. How University resources and services were used, and the benefits (both financial and intangible) to the University arising from that use.
2. A description of proposed activities for the coming year. The description shall be developed with input from the University's Executive Director of Alumni Affairs and subject to approval by the University Chancellor.
3. The Association's current financial policies, procedures and controls, if any, as set forth in its By-Laws and Articles of Incorporation.

2.8 The University's Office of Alumni Affairs will provide an opportunity for the Association to participate in setting goals for the Association in conjunction with the University's goals and priorities.

2.9 At least thirty days before the end of each Fiscal Year during this Agreement, the Association shall submit an annual budget for the forthcoming Fiscal Year to the Chancellor.

2.10 The Association agrees to manage all funds in its control in a fiscally sound and prudent manner.

2.11 The Association agrees to maintain its financial and accounting records separate from the records of the University and in accordance with Generally Accepted Accounting Principles. The Association agrees to retain all books, accounts, reports, files and other records of the Association relating to this Agreement, the operation and management of the Association or any funds contributed to, received by, expended by, or managed by the Association, and to make such records available at all reasonable times for inspection and audit by the Chancellor or his/her designees, during the term of and for a period of five years after the completion of this Agreement. Such records shall be provided at the University's Alumni Office on the University's Oxford Campus, or such other location as designated by the University upon reasonable notice to the Association.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 205 OF 319**

To the extent that information is inspected, reviewed or received by the Chancellor or his/her designees, with respect to the identity of donors, sponsors, or members who have expressly stated they wish to remain anonymous, with respect to any information relating to the identification, cultivation and solicitation of donors, sponsors, or members, with respect to personal, commercial, or proprietary information relating to a donor or member or his/her family or business, or with respect to any personal, commercial or proprietary information provided to the Association by third parties, such information shall be treated as confidential by the Chancellor and by any designee who may review or acquire such information. The University is expected to take appropriate safeguards to assure that such information is utilized or disseminated only in a manner that is appropriate under the circumstances. If upon such inspection or audit the University determines that University funds or resources have been expended for purposes inconsistent with this Agreement, the Association, upon demand by the University, shall reimburse the University for such misused funds, and the University shall have all rights provided by law, including the right to suspend further provision of resources under this Agreement and to terminate this Agreement. These same inspection and information rights are also extended to the IHL or its designee when authorized to exercise such rights by the IHL acting upon its minutes. However, it is understood that the appropriate extent of any disclosure or other use of any confidential, personal, commercial or proprietary information is in the discretion of the IHL, and further, any such decision to disclose or release any confidential, personal, commercial or proprietary information or information that would identify any particular donor or members shall be made by the IHL acting upon its minutes.

2.12 The Association must cause to be prepared annual financial statements of its condition, which shall include such detail as the IHL may from time to time require. The Association must also engage a Certified Public Accounting (CPA) firm to perform annual audits of its annual financial statements. The Association shall submit the audited financial statements, along with a list of its officers, directors or trustees, not later than five months following the completion of the Association's fiscal year, to the Chancellor of UM and to IHL. However, if the IHL's Deputy Commissioner of Finance and Administration and the external auditing firm hired to perform the annual IHL system audit determine that the Association's annual audited financial statement will be required for inclusion in the State of Mississippi's Comprehensive Annual Financial Report (CAFR), then the Association must submit annual audited financial statements, along with a list of Entity officers, directors or trustees, by October 15 of each year. The IHL's Deputy Commissioner of Finance and Administration shall notify RF of the applicability of the October 15 deadline to the Association as far in advance of the deadline as possible each year. The CPA firm to be utilized by the Association must be approved by the IHL, and all such requests must be submitted to the IHL for approval not later than three

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 206 OF 319

months prior to the end of the Association's fiscal year for which the audit will be conducted. Unless approval is specifically granted for multiple years, approval of a firm by the IHL for one year does not constitute approval for other years, and requests for approval of the CPA firm must be submitted on an annual basis. However, at the request of the Association, the Chancellor, with the approval of the IHL, may grant a request to waive the requirement of an annual audit by a CPA firm on a showing of adequate grounds, such as a showing that the Association's assets are so limited as to make the expense of engaging a CPA firm to perform an audit financially burdensome and unnecessary. Such a waiver may be conditioned upon such other review of the Association's financial records in lieu of an audit as the University and the IHL may deem feasible. Such a request for a waiver must be accompanied by (a) the most recent annual audited financial statements (if any such statements exist), (b) the financial statements of the most recently completed fiscal year, (c) a written description of how the Association anticipates that the year-end financial statements for the current year will differ from the financial statements as of the end of the most recently completed fiscal year, and (d) a good faith estimate of the cost of engaging an auditor with respect to the statements. The granting of any request to waive the requirement of an annual audit by a CPA firm approved by the IHL is within the sole discretion of the University and the IHL. Any waiver of the audit requirement will apply only for one year, and any request to waive the requirement for the next year should be submitted as outlined above. The Association shall contemporaneously submit an annual report to the University and to the IHL providing a detailed list of supplemental compensation which was submitted to the University for the purpose of providing additional compensation to University employees or paid directly to University employees. This reporting requirement does not apply to transfers to the University by the Association that are paid directly to the University for use by the University to compensate University employees if that compensation is included in the University's annual budget.

2.13 The Association may not underwrite, pay, or provide additional compensation to the University Chancellor or any IHL system office employee without the prior approval of the IHL. Any such request for approval shall be made through the IHL Commissioner to the IHL. Additionally, the Association may not provide or pay compensation to any other University employee without prior approval of the Chancellor, and any such approval shall be reported to the IHL by the Association at the IHL's next meeting. This provision does not apply to transfers to the University by the Association that are paid directly to the University for use by the University to compensate University employees if that compensation is included in the University's annual budget.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 207 OF 319

2.14 To the extent the Association engages in fundraising on behalf of the University, the Association agrees to accept or solicit only those gifts that are consistent with the University's missions, goals, or objectives.

2.15 The Association shall enter into an agreement with the University of Mississippi Foundation, Inc. to provide for the University of Mississippi Foundation, Inc.'s receipting and accounting for gifts, grants, and endowments given to or received by the Association or any local clubs or professional chapters, to assure that any such gifts, grants, and endowments are received and accounted for consistent with the policies and practices adopted by the University of Mississippi Foundation, Inc. and consistent with the Affiliation Agreement between the University and the University of Mississippi Foundation, Inc., and to provide for the University of Mississippi Foundation, Inc.'s, management on behalf of the Association of all the Association endowments and other non-cash assets.

2.16 The Association shall not accept any gift, donation or grant or enter into any transaction that creates any liability for the University, without advance written approval of the University Chancellor.

2.17 No member of the Association may encumber the University's funds or otherwise bind the University in any way.

2.18 No University assets will be managed by the Association.

2.19 The Association acknowledges and agrees that the University owns all copyright, interest in, and right to all trademarks, trade names, logos, and service marks developed by the University for use by the Association, including all such trademarks, service marks, and trade names historically associated with the Association.

2.20 The Association shall adopt and maintain a conflict of interest policy that complies with the requirements of Miss. Code Ann. § 79-11-269 (1972), as amended from time to time.

2.21 The Association shall provide the Chancellor reasonable notice of any regular, annual, or special meetings of its Board of Directors or of its Executive Committee, and the Chancellor have the right to attend any such meetings as well as the meetings of any other Association committees.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 208 OF 319

2.22 If the Association should cease to exist, any Association assets donated to the Association for the benefit of the University must be transferred to the University or to another non-profit entity designated by the University.

2.23 The Association may enter its contracts for professional, advisory or other personal services in carrying out its duties, but any such contracts entered into after the execution of this Agreement shall not exceed two years.

**ARTICLE 3. UNIVERSITY OBLIGATIONS
AND OTHER IN-KIND SUPPORT**

3.1 The University grants the Association a non-exclusive, non-transferable license to use University trademarks, service marks, and logos consistent with University policy and its contract with Collegiate Licensing Company, including but not limited to a license to use marks developed by the University for use by the Association.

3.2 The University grants the Association an exclusive, transferable license to use University trademarks, service marks, and trade names historically associated with the Association or developed by the University or the Association for the Association's use.

3.3 The University agrees to designate the Association as an official affiliated entity of the University.

3.4 The University shall provide the Association such other rights, privileges or benefits as the Chancellor, in the Chancellor's sole discretion, may determine will assist the Association in discharging its obligations under this Agreement.

3.5 The University Chancellor shall be an ex-officio non-voting member of the Association's Board of Directors and Executive Committee and shall be given reasonable notice of any meeting of the Board or Executive Committee, as required by 2.21 of this Agreement.

3.6 Subject to the availability of funding and the budget process, the University agrees to provide the Association with resources suitable in the University's judgment for the accomplishment of the Association's activities for the University's benefit, and may include services and supplies, staff support, office space, and such financial support as agreed upon between the parties from time to time. The amount and nature of such resources shall be determined annually, on a fiscal year basis, in connection with the program planning and budget processes of the University and the Association. No provision in this Agreement shall be construed to give the Association

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 209 OF 319

any legal entitlement to any University funding, personnel or other resources in any particular fiscal year. All University assets, including personal property, made available to the Association under the terms of this agreement shall remain the property of the University unless sold, conveyed or transferred to the Association by way of a separate written agreement.

3.7 The University's Chancellor will encourage all parts of the University to collaborate with the Association in implementing the Association's programs and services.

3.8 The University Chancellor agrees to inform the Association on a regular basis of the University's needs and priorities.

ARTICLE 4. COMPLIANCE

The Association shall comply with any and all federal and state laws and regulations.

ARTICLE 5. INDEMNIFICATION

The Association agrees to indemnify and hold harmless the University, including its agents and employees from any and all claims, demands, suits, or liabilities of any nature, or on account of any of the actions or inactions in or about the licensed premises. The Association agrees to reimburse the University and its agents and employees for any expenses incurred by them or as a result of legal action or inaction, including reasonable attorney fees, provided funds are available for such purpose.

ARTICLE 6. INSURANCE

6.1 The Association shall maintain General Liability insurance providing insurance coverage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate liability covering its employees and agents during the course and scope of their employment, providing protection from general liability risks, including, but not limited to, protection against claims of sexual harassment, discrimination or other violations of law.

6.2 The Association shall maintain Automobile Liability insurance providing at least \$1,000,000 per accident or occurrence for bodily injury and property damage.

6.3 The Association shall maintain Property Insurance in an amount sufficient to provide full replacement of all insured property, and in the event that the Association owns any interest in real property during the life of this Agreement sufficient property

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 210 OF 319**

and casualty insurance to insure against the loss of the real property and any improvements or personal property associated with the insured premises.

6.4 The Association shall maintain Directors and Officers liability insurance on members of the Board of Directors and Association Officers, while performing as such.

6.5 The Association shall maintain Commercial Excess or Umbrella Coverage: The Association shall maintain \$5,000,000 in commercial umbrella coverage in addition to the basic coverages set forth in Articles 6.1, 6.2, and 6.4.

6.6 The Association shall maintain Workers Compensation if required to do so by applicable law or such other insurance coverages as may be required by applicable law.

ARTICLE 7. REPORTING

7.1 The Association shall, by October 15 of each year during the life of this Agreement submit a detailed annual report of the work and financial condition of the Association for the preceding fiscal year to the Chancellor, and shall also submit by the same date any other reports as required by this Agreement, by the Bylaws of the Association, by IHL policies or by other applicable law, including but not limited to any and all reports required by Articles 2.11 and 2.12. of this Agreement.

7.2 The Association shall promptly notify the Chancellor of the University and the IHL, in writing, if any of the following events ("Reportable Events") occur:

1. The Association has materially breached any of its contractual obligations under the Agreement;
2. The Association has materially failed to properly receive, apply, manage or disburse any funds or has materially failed to properly comply with any binding instructions from donors relating to those funds;
3. The Association has engaged in any conduct that is prohibited or subject to sanction under state or federal law, including any and all requirements applicable to tax exempt organizations;
4. There has been a failure by the Association or any of its officers and directors to comply with any conflict of interest requirements created by applicable state or federal law or by the governing documents or procedures of the Association;

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 211 OF 319**

5. Any state or federal regulatory body begins any investigation of any matter that may have a significant financial or regulatory effect on the Association or upon its status as a tax exempt organization; or
6. The Association has contracted with or entered into any business or pecuniary relationship with any of its board members, other than a full time employee of the Association, or any entity controlled directly or indirectly by the board member, which would reasonably be expected to provide for payment or benefits to that person exceeding the value of \$50,000 in any calendar year; The previous sentence creates a duty for the Association to report any such transaction but does not suggest or imply that all such transactions are either prohibited or permitted.

7.3 The Association's chief executive officer shall submit to the Chancellor and to the IHL a signed certification statement annually, before January 31 of each year, which affirmatively states that the Association has examined its donor records and business transactions occurring during its fiscal year ending within the prior calendar year, and that to the best of its knowledge, there is no evidence that any Reportable Events occurred, other than those which have been duly reported to the Chancellor of the University and the IHL, as required in Article 7.2 above. In this certification the Association's chief executive officer shall re-affirm that, in the event he/she becomes aware of any such Reportable Events, the Association chief executive officer will immediately notify, in writing, the Chancellor of the University.

ARTICLE 8. TERMINATION AND RENEWAL

8.1 This Agreement shall have a term of five years, if not renewed by mutual consent of the parties before that date.

8.2 The University may terminate this Agreement without cause with thirty (30) days written notice to the Association and prior approval of IHL, acting upon its minutes.

8.3 The University may terminate this Agreement for cause without notice to the Association but with notice to the IHL and prior approval of the IHL, acting upon its minutes. The Association may not terminate this Agreement without the prior approval of the University Chancellor and the IHL.

8.4 If this Agreement is terminated for any reason, including because the Agreement has expired without being renewed under Article 8.1, Articles 2.11, 2.19, 2.22, 5, 8, and 9 shall survive the termination.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 212 OF 319**

8.5 Upon termination and/or non-renewal of this Agreement, (1) the Association shall cease to use and shall not assign or delegate the authority to use the University's name or registered marks or logos to any person or entity without the written approval of the Chancellor, (2) the Association shall remit any and all unrestricted funds held for the benefit of the University to such entity as designated in writing by the Chancellor on behalf of the University, (3) the Association shall work in concert with its members and/or donors, to the extent practicable and allowed by law, to move any restricted funds held for the benefit of the University to such entity as designated in writing by the Chancellor on behalf of the University, (4) the Association shall work in concert with persons or entities with which it had contractual relations to the extent practical and allowed by law, to assign any contracts to such entity as designated by Chancellor; and (5) the Association shall work in concert with the University to provide the University or its designee with records and materials of the Association necessary to continue the business and/or wind up the affairs of the Association.

8.6 The Association agrees to cease using the University's name, marks, and logos in the event the Association dissolves, ceases to be a non-profit corporation, ceases to be recognized as a tax exempt entity under Section 501(c)(3) of the Internal Revenue Code, or this Agreement is terminated.

8.7 The University and the Association expect there to exist a cooperative relationship between them. In the event that the University Chancellor determines that such cooperation is not in place and is thus, in the Chancellor's view, detrimental to the well being of the University, the Chancellor shall notify the IHL to allow the IHL to intervene to reconcile the parties. However, if the IHL determines and notifies the Chancellor that it is in the best interest of the University to substitute new members of the Board of Directors of the Association, the Chancellor may direct that at the expiration of a ninety-day period, the terms of office of 100% of the total number of Directors shall be deemed to have expired. Upon such event, a five-person Commission shall be selected as follows: (1) one member shall be the Chancellor or his designee, (2) one member shall be the University's Executive Director of Alumni Affairs, (3) one member shall be the President of the Association, (4) one member shall be the president-elect of the Association, and (5) one member appointed by a majority vote of the then living members of the Barnard Society, or the then existing equivalent donor group with a lifetime giving of \$5 million or greater; however, such donor group may not appoint as a member of the Commission anyone who at the time of such appointment is serving as an employee, officer, trustee, or director of any University affiliated support organization or foundation. The Commission shall then appoint, by majority vote, members to the Board of Directors to replace the Directors whose terms shall be deemed to have expired.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 213 OF 319**

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the State of Mississippi.

9.2 The parties agree that the Association is not the agent or employee of the University and nothing in this Agreement creates an employment or other agency relationship between the parties.

9.3 The parties agree that the Association is a private, independent entity and, as such, is not governed by the IHL. To insure the independence of the Association, no IHL employee shall hold a voting position on the Association Board. Senior University administrators should only participate on the Association's Board, if at all, in an ex-officio, non-voting capacity. The IHL may allow, upon written request by the University, exceptions to this restriction regarding IHL/University employees.

9.4 The University and the Association agree that the Association's donor and giving records and any other financial or commercial information possessed by the Association or provided by the Association to the University concerning individuals or corporations that provide the Association financial support are confidential and proprietary. Unless required to disclose such information by applicable law and except as provided otherwise in Article 2.11 of this Agreement with respect to actions by IHL acting upon its minutes, the University and the Association agree not to disclose to third parties and to keep confidential the giving records, giving history, and financial or commercial information of individuals and corporations that provide financial support to the Association.

9.5 In the performance of this Agreement, the Association shall not deny employment opportunities to any person on the basis of race, color, religion, ethnic group identification, sexual orientation, sex, age, physical or mental disability, medical condition, or veteran's status.

9.6 The parties hereto acknowledge that this Agreement sets forth the entire Agreement and understanding of the parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 214 OF 319**

9.7 The provisions of this Agreement are severable, and in the event that any provisions of this Agreement shall be determined to be invalid or non-enforceable under any controlling body of the law, such invalidity or non-enforceability shall not in any way affect the validity or enforceable nature of the remaining provisions hereof.

9.8 The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

9.9 The Association's obligations pursuant to this Agreement shall also extend, as applicable, to any entity it owns or controls, with the exception of a special purpose entity created for the sole and specific purpose of utilization as a financing vehicle for the private financing of university auxiliary facilities by a private developer using the alternate dual-phase design-build privately financed construction method, as specially authorized by Miss. Code Ann. Section 37-101-41, et seq. (1972), as amended. If the use/purpose of any such special purpose entity ever changes, the special purpose entity would then be required to comply with any and all provisions of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and duly executed this Agreement the day and year set forth below.

UNIVERSITY OF MISSISSIPPI

THE ALUMNI ASSOCIATION OF THE
UNIVERSITY OF MISSISSIPPI

By: _____

By: _____

Name: Daniel W. Jones

Name: _____

Title: Chancellor

Title: _____

Date: _____

Date: _____

STAFF RECOMMENDATION: Board staff recommends approval of this item.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 215 OF 319**

20. UM - APPROVAL OF PROPOSED AFFILIATION AGREEMENT BETWEEN UNIVERSITY OF MISSISSIPPI AND THE UNIVERSITY OF MISSISSIPPI FOUNDATION

The University of Mississippi (UM) requests Board approval of the below proposed affiliation agreement between UM and the UM Foundation. The proposed agreement meets the requirements of Board Policy 301.0806 Foundation/Affiliated Entity Activities.

This Agreement is made and entered into effective this 1st day of January, 2011 (the effective date) by and between The University of Mississippi, a state institution of higher learning, organized and existing under the laws of the State of Mississippi (the “University”), and The University of Mississippi Foundation, a not-for-profit corporation duly chartered pursuant to the laws of the State of Mississippi (the “Foundation”). This Agreement is designed to govern the relationship between the University and the Foundation by setting forth the terms and conditions under which the University will provide certain support and services for the Foundation and the Foundation will provide certain support and services for and on behalf of the University.

PREAMBLE

WHEREAS, the Foundation has been established as a not-for-profit, educational and charitable organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, for the purposes outlined in its Charter of Incorporation dated July, 31, 1973, a copy of which is attached to this Agreement as Exhibit A;

WHEREAS, the University has the authority and right to enter into agreements with affiliated 501(c) (3) not-for-profit organizations, subject to the Institutions of Higher Learning Board of Trustees (the “Board” or “IHL”) Policy 301.0806 (the “Policy”);

WHEREAS, the Board Policy acknowledges that the independent nature of the Foundation provides flexibility to the University in fiscal management and responsiveness;

WHEREAS, the Foundation has the responsibility under its mission statement and as a not-for-profit corporation to use its resources in a responsible and effective manner to operate exclusively for the benefit of the University and its students, alumni, faculty and staff to promote, encourage and assist all forms of educational, scientific, literary, research and service activities provided by the University, all for the public welfare as outlined in its Charter of Incorporation;

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 216 OF 319**

WHEREAS, the Foundation owns certain real property situated at 406 University Avenue, Oxford, Mississippi, referred to as "Brandt Memory House" including the attached "Carriage House." The offices of the Foundation being located in this facility, which adjoins, but is not part of, the campus of the University;

WHEREAS, the University has an active fund-raising and development program and wishes to utilize office space, enhanced computer capabilities and assistance in the identification of donors, solicitation of donations, acknowledgment and accounting of contributions and maintenance of donor biographical, financial and contribution records, all of which the University believes the Foundation can provide;

WHEREAS, the University and the Foundation anticipate that the Foundation will provide the University with specified services and facilities in carrying out its mission; and

WHEREAS, the University and the Foundation desire to define the arrangement concerning services, facilities, premises and activities in support of each other as set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for good and valuable consideration, the adequacy of which is hereby acknowledged, the University and the Foundation do hereby agree as follows:

ARTICLE 1. LEASE OF FACILITIES

1.1 The Foundation shall provide the University with approximately 11,500 square feet of office space in Brandt Memory House and Carriage House at the prevailing rate for comparable office space in Oxford, Mississippi, as well as parking privileges for University employees performing work on behalf of the Foundation or the University's fund-raising activities. The rental fee charged the University for this office space shall include the cost of all utilities other than telephone service charges, which charges shall be paid separately by the University. The parties agree at this time that this charge will be \$12.00 per square foot for a total sum of \$138,000 per year. Future increases are anticipated to be based on approximate increases in market rates. The University agrees to maintain the leased premises, to include equipment provided by the Foundation, in reasonable repair. All additions and improvements made to the leased premises which are not firmly affixed to a structure shall remain the property of the University and may be removed by the University at any time.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 217 OF 319

1.2 The Foundation shall permit the University to use Brandt Memory House for appropriate University functions consistent with the terms set forth in its Brandt Memory House Rental Agreement. A separate contract is to be executed for each official use of Brandt Memory House. The Foundation serves as host for many functions sponsored by the University and will continue to do so.

ARTICLE 2. UNIVERSITY PERSONNEL AND SERVICES

2.1 The Foundation may utilize, with the approval of the University Vice Chancellor for Finance, which approval shall not be unreasonably withheld, such University administrative, professional and other employees from time to time as are needed to carry out the purposes of the Foundation.

2.2 The Foundation and the University agree that the portion of the cost incurred by utilizing University employees for Foundation operational activities shall be reimbursed annually by the Foundation to the University. The reimbursement shall be based on the percentage of time University employees devote to Foundation operations multiplied by the employee(s) annual compensation including benefit costs.

2.3 The Foundation shall reimburse the University for expenses the University incurs as a result of Foundation operations, if those expenses would not otherwise have been incurred by the University, specifically including telephone, mail and other such services provided on a monthly basis. The rate shall be the rate that is charged to University departments for such services.

2.4 The University shall provide support services to the Foundation of the type provided to University departments on a cost reimbursement basis including, but not limited to, utilities, telephone, fiber optic Internet cable connection, custodial services, printing and publication services, motor pool and, to the extent permitted by law, use of the University mail system and protection of the University Police Department.

2.5 The University shall provide Foundation employees staff identification cards, parking privileges, admittance to athletics and entertainment events, health services benefits and access to the University's library and to its recreation and fitness programs, at the same rates and under the same terms as those benefits and facilities are made available to University administrators and other employees.

2.6 The University designates the Foundation as the primary entity for receipting, acknowledging, accounting for and managing its funds, as well as for researching, identifying and maintaining biographical and giving records of potential and

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 218 OF 319

actual donors. The University and the Foundation agree that the annual sum of \$295,000 is a fair and appropriate amount for the University to pay to the Foundation for the performance of these services. Adjustments to this sum in future fiscal years are expected to be based on local cost of living adjustments, unless otherwise agreed to by the University Vice Chancellor for Finance and the Foundation CEO. The University shall also reimburse the Foundation for the cost of any donations received for items such as wire fees and credit card fees on gifts received.

2.7 The Chancellor of the University shall serve *ex officio* as a non-voting member of the Foundation's Board of Directors. No other University employee or other persons directly or indirectly employed by the IHL shall serve as a voting member of the Foundation's Board of Directors.

2.8 Annually, the Chancellor of the University shall certify to the Foundation a list of University employees who are authorized to request disbursements from the Foundation. Requests by a duly certified University employee shall constitute a representation or certification by the University employee that the disbursement being requested has been approved in accord with established University procedures. The Foundation shall be relieved of any liability arising from a disbursement made pursuant to the provisions of this Section of the Agreement.

2.9 The Chancellor of the University shall submit a request to the Foundation for utilization of University unrestricted gifts received by the Foundation in the following fiscal year. The Foundation shall, consistent with the goals and priorities established by the University, incorporate the University's request into its operating budget and may allocate unrestricted gifts accordingly to the extent funds are available. In addition to unrestricted funds, the University Chancellor and/or the University Director of Development (or equivalent position), shall routinely update key Foundation personnel on the University initiatives involving private support to ensure that Foundation and University personnel are informed of fund raising needs and objectives.

2.10 The University's name and registered marks and logos have great economic and public relations value to the University, its faculty, staff, alumni and students. The Foundation shall not assign or delegate the authority to use University's name or registered marks or logos to any person or entity without the written approval of the Chancellor of the University and the Director of the University's Licensing Program. To assist the Foundation in discharging its obligations under this Agreement and in soliciting, developing and generating private and corporate support for the University, the University grants the Foundation the following rights:

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 219 OF 319

2.10 (a) A non-exclusive, non-transferable license to use University trademarks, service marks and logos consistent with University policy, including but not limited to a license to use marks developed by the University for use by the Foundation.

2.10 (b) An exclusive, transferable license to use University trademarks, service marks and trade names historically associated with the Foundation.

2.10 (c) The designation of the Foundation as a University affiliated entity.

2.10 (d) Such other rights, privileges or benefits as the University Chancellor, in his/her sole discretion, may determine will assist the Foundation in discharging its obligations under this Agreement.

ARTICLE 3. FOUNDATION OBLIGATIONS

3.1 The Foundation's primary purpose is to provide support to the University Accord with the provisions of its Charter of Incorporation and By-laws, which support includes, but is not limited to, researching, raising, receiving, acknowledging, investing, accounting for and administering funds for the University to use for its charitable, scientific and educational purposes.

3.2 The Foundation, acting through its Board of Directors and staff, shall assist the University's Office of Development in its fund-raising activities and development programs with individuals, corporations, foundations, governmental and other external organizations.

3.3 The Foundation, acting through its Board of Directors and staff, shall solicit and transfer funds for the purchase of University equipment and supplies; for the construction, renovation and improvement of the University's physical facilities; for the support of faculty, staff and student travel and research; for the support of faculty professorships, lectureships and endowed chairs; for the support of student scholarships; and for the support of other educational, research, cultural, scientific, public service and charitable programs and activities. When soliciting funds on behalf of the University, the Foundation agrees to accept only those gifts that are consistent with the University's missions, goals and obligations.

3.4 The Foundation shall receipt, acknowledge and express appreciation for all contributions of donors made on behalf of the University or of the Foundation, and shall keep accurate and current records of all such contributions made directly to the University or to the Foundation. Assets of the Foundation shall be maintained pursuant

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 220 OF 319

to the Uniform Management of Institutional Funds Act (UMIFA) or Uniform Prudent Management of Institutional Funds Act (UPMIFA) as promulgated by the State of Mississippi. The University shall have rights of inspection of Foundation records. Such rights shall be afforded to the IHL, if so desired.

3.5 The Foundation may enter into contracts for professional, advisory or other personal services in carrying out its duties, but any such contracts entered into after the execution of this Agreement shall not exceed 2 years.

3.6 The Foundation shall maintain its separate financial and accounting records in accordance with generally accepted accounting principles applicable for its industry. The Foundation must cause to be prepared annual financial statements of the condition of the Entity, which shall include such detail as IHL may from time to time require. The Foundation must also engage a Certified Public Accounting (CPA) firm to perform annual audits of the Foundation's annual financial statements, and the Foundation shall submit the audited financial statements, along with a list of its officers, directors or trustees, to the Chancellor of the University and to IHL within five months following the completion of the Foundation's fiscal year or by October 15 of each year, whichever is earlier. The CPA firm to be utilized by the Foundation must be approved by the IHL, and the Foundation must request such approval not later than three months prior to the end of the Foundation's fiscal year for which the audit will be conducted. Unless approval is specifically granted for multiple years, approval of a firm by the IHL Board for one year does not constitute approval for other years, and requests for approval of the CPA firm must be submitted on an annual basis.

3.7 The Foundation acknowledges and agrees that the University owns all copyright, interest in and right to all trademarks, trade names, logos and service marks developed by the University for use by the Foundation, including all such trademarks, service marks and trade names historically associated with the Foundation.

3.8 The Foundation shall maintain a conflict-of-interest policy that complies with all requirements of Miss. Code Ann. §79-11-269 (1972), as amended from time to time.

3.9 The Foundation shall immediately deposit into the appropriate University account any funds which are sent to the Foundation but which are clearly intended to be funds designated for a University account. In such an instance, the Foundation shall issue, on behalf of the University, a University development receipt.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 221 OF 319

3.10 The Foundation shall perform any and all other acts and activities on behalf of the University, as the Foundation deems appropriate, in carrying out the purposes and mission of the University, so long as consistent with the governing documents of the Foundation.

3.11 The Foundation CEO shall promptly notify the Chancellor of the University and the IHL, in writing, if any of the following events (“Reportable Events”) occur:

1. The Foundation has materially breached any of its contractual obligations under the Agreement;
2. The Foundation has materially failed to properly receive, apply, manage or disburse any funds or has materially failed to properly comply with any binding instructions from donors relating to those funds;
3. The Foundation has engaged in any conduct that is prohibited or subject to sanction under state or federal law, including any and all requirements applicable to tax exempt organizations;
4. There has been a failure by the Foundation or any of its officers and directors to comply with any conflict of interest requirements created by applicable state or federal law or by the governing documents or procedures of the Foundation;
5. Any state or federal regulatory body begins any investigation of any matter that may have a significant financial or regulatory effect on the Foundation or upon its status as a tax exempt organization; or
6. The Foundation has contracted with or entered into any business or pecuniary relationship with any of its board members, other than a full time employee of the Foundation, or any Foundation controlled directly or indirectly by the board member, which would reasonably be expected to provide for payment or benefits to that person exceeding the value of \$50,000 in any calendar year; The previous sentence creates a duty for the Foundation to report any such transaction but does not suggest or imply that all such transactions are either prohibited or permitted.

3.12 If requested by the University, the Foundation shall provide any and all information and allow inspection of all records relating to the operation or management of the Foundation or any funds contributed to, received by, expended by or managed by the Foundation. To the extent that information is inspected, reviewed or received by the Chancellor of the University or his/her designees with respect to the identity of donors who have expressly stated they wish to remain anonymous, or with respect to any information relating to the identification, cultivation and solicitation of donors, or with

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 222 OF 319

respect to personal, commercial, or proprietary information relating to a donor or his/her family or business, such information shall be treated as confidential by the Chancellor and any designee who may acquire such information. The University is expected to take appropriate safeguards to assure that such information is utilized or disseminated only in a manner that is appropriate under the circumstances. Such inspection rights are also extended to the IHL acting upon its minutes, however, it is understood that the appropriate extent of any disclosure or other use of the information is in the discretion of the IHL and, further, any decision to release any personal, commercial, or proprietary information or to release any information that would identify any particular donor shall be made by the IHL acting upon its minutes.

ARTICLE 4. COMPLIANCE

4.1 The Foundation shall comply with any and all federal and state laws and regulations and shall comply with any compliance and regulatory guidelines as may be required by the Board.

ARTICLE 5. INSURANCE

5.1 The Foundation shall maintain General Liability insurance providing insurance coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate liability covering its employees and agents during the course and scope of their employment, providing protection from general liability risks, including, but not limited to, protection against claims of sexual harassment, discrimination or other violations of law.

5.2 The Foundation shall maintain Property Insurance in an amount sufficient to provide full replacement of all insured property to insure against the loss of the real property and any improvements associated with the insured premises.

5.3 The Foundation shall provide for the bonding of its officers and employees and shall maintain Directors and Officers liability insurance on members of its Board of Directors and officers, while performing as such.

5.4 The Foundation shall maintain Commercial Excess or Umbrella Coverage of \$4,000,000 in additional coverage in excess or over and above the basic coverage set forth above.

5.5 The Foundation shall maintain Worker's Compensation insurance, if required to so by applicable law, or such other insurance coverage as may be required by applicable law.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 223 OF 319**

ARTICLE 6. REPORTING

6.1 The Foundation shall, each year during this Agreement, submit to the University Vice Chancellor for Finance and to the IHL its annual audited financial statements for the prior fiscal year as set forth in Section 3.6 of this Agreement. Such submission shall also include a list of Foundation officers, directors or trustees. The Foundation shall submit an annual report providing a detailed list of any supplemental compensation which was provided to the University for the purpose of providing any additional compensation to administrators, faculty or other University Employees, it being agreed that any such payments shall only be made through the University's payroll system and with Chancellor approval. Understanding that no form of additional compensation may be underwritten for the University Chancellor or for any IHL system office employee without IHL approval, the Foundation shall also provide documentation of approval from the IHL of any supplemental compensation provided to the Chancellor or provided to the University for purposes of supplementing the Chancellor's salary.

6.2 In order to facilitate transparency, the Foundation shall also maintain on its website, for public and University inspection, a copy of this Agreement along with copies of the most recent annual audited financial statements, Form 990, By-laws, Charter, listing of the members of its Board of Directors, its conflict of interest policy and its investment policy.

6.3 The Foundation CEO shall submit to the Chancellor of the University and the IHL a signed certification statement annually, before January 31 of each year, which affirmatively states that the Foundation has examined its donor records and business transactions occurring during its fiscal year ending within the prior calendar year, and that to the best of its knowledge, there is no evidence that any Reportable Events occurred, other than those which have been duly reported to the Chancellor of the University and the IHL, as required above. The Foundation CEO shall re-affirm that, in the event he/she becomes aware of any such Reportable Events, the Foundation CEO will immediately notify, in writing, the Chancellor of the University.

ARTICLE 7. TERMINATION AND RENEWAL

7.1 This Agreements shall expire on December 31, 2015, if not renewed by mutual consent of the parties before that date.

7.2 The University may terminate this Agreement without cause with thirty (30) days written notice to the Foundation and with the prior approval of the IHL, acting upon its minutes.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 224 OF 319

7.3 The University may terminate this Agreement for cause, without notice to the Foundation but with notice to the IHL and prior approval of the IHL, acting upon its minutes. The Foundation may not terminate this Agreement without the prior approval of the University Chancellor and the IHL.

7.4 Upon termination and non-renewal of this Agreement, (1) the Foundation shall cease to use and shall not assign or delegate the authority to use the University's name or registered marks or logos to any person or entity without the written approval of the Chancellor, (2) the Foundation shall remit any and all unrestricted funds held for the benefit of the University to such entity as designated in writing by the Chancellor on behalf of the University, (3) the Foundation shall work in concert with its donors, to the extent practicable and allowed by law, to move any restricted funds held for the benefit of the University to such entity as designated in writing by the Chancellor on behalf of the University, (4) the Foundation shall work in concert with persons or entities with which it had contractual relations to the extent practical and allowed by law, to assign any contracts to such entity as designated by the University Chancellor; and (5) the Foundation shall work in concert with the University to provide the University or its designee with records and materials of the Foundation as are necessary to continue the business and/or wind up the affairs of the Foundation.

7.5 The Foundation agrees to cease using University's name, marks, and logos in the event that the Foundation dissolves, ceases to be a non-profit corporation or ceases to be recognized by the Internal Revenue Service as a tax exempt entity under Section 501(c)(3) of the Internal Revenue code.

7.6 The University and Foundation expect there to exist a cooperative relationship between them. In the event that the University Chancellor determines that such cooperation is not in place and is thus, in the Chancellor's view, detrimental to the well being of the University, the Chancellor shall notify the IHL to allow the IHL to intervene to reconcile the parties. However, if the IHL determines and notifies the Chancellor that it is in the best interest of the University to substitute new members of the Board of directors of the Foundation, the Chancellor may direct that at the expiration of a ninety-day period, the terms of office of 100% of the total number of Directors shall be deemed to have expired. Upon such event, a five-person Commission shall be selected as follows: (1) one member appointed by the Chancellor, (2) one member appointed by the IHL, (3) one member appointed by the Board of Directors of the UMAA Foundation, (4) one member appointed by a majority vote of the Board of Directors of the University of Mississippi Alumni Association, and (5) one member appointed by a majority vote of the then living members of the Barnard Society, or the then existing equivalent donor group with a lifetime giving of \$5 million or greater; however, such donor group may not

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 225 OF 319

appoint as a member of the Commission anyone who at the time of such appointment is serving as an employee, officer, trustee, or director of any University affiliated support organization or foundation. The Commission shall during the ninety day period appoint, by majority vote, members to the Board of Directors to replace the Directors whose terms shall be deemed to have expired. The reconstituted Board of Directors shall then elect new officers of the Foundation.

7.7 In the unlikely event that the Commission, as described in 7.6 above, shall appoint a new Board of Directors for the Foundation, it is expressly understood that any, or all, of the previous Foundation board members may be reelected by this Commission to serve.

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the State of Mississippi.

8.2 The parties agree that the Foundation is not the agent or employee of the University, and nothing in this Agreement creates an employment or other agency relationship between the parties.

8.3 Neither the University nor the Foundation shall have any liability for the obligations, acts, or omissions of the other party.

8.4 The parties agree that the Foundation is a private, independent entity and, as such, is not governed by the IHL, but rather has its own governing Board of Directors. Accordingly, to the extent permitted by the laws of the State of Mississippi applicable to a public institution of higher learning, each party to this Agreement shall be responsible for its own obligations, acts or omissions.

8.5 The University and Foundation agree that the Foundation's donor and giving records and any other financial or commercial information possessed by the Foundation or provided by the Foundation to the University concerning individuals or corporations that provide Foundation financial support are confidential and proprietary. Except as otherwise provided in Section 3.12 above, unless required to disclose such information by applicable law, the University and Foundation agree not to disclose to third parties and to keep confidential the giving records, giving history and financial or commercial information of individuals and corporations that provide financial support to the Foundation.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 226 OF 319

8.6 In the performance of this Agreement, the Foundation shall not deny employment opportunities to any person on the basis of race, color, religion, ethnic group identification, sex, age, physical or mental disability, medical condition, or veteran's status. The Foundation agrees to comply with all non-discriminatory laws and policies that the University promulgates and to which the University is subject.

8.7 The parties hereto acknowledge that this Agreement sets forth the entire agreement and understanding of the parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

8.8 The provisions of this Agreement are severable, and in the event that any provisions of the Agreement shall be determined to be invalid or non-enforceable under any controlling body of the law, such invalidity or non-enforceability shall not in any way affect the validity or enforceable nature of the remaining provisions hereof.

8.9 The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of the Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

8.10 This Agreement shall not be assigned or otherwise transferred by either party without the prior written consent of the other, which consent shall not be unreasonably withheld.

8.11 The Foundation's obligations pursuant to this Agreement shall also extend, as applicable, to any entity it owns or controls (including, but not limited to, the University of Mississippi Foundation Realty, LLC), with the exception of a special purpose entity created for the sole and specific purpose of utilization as a financing vehicle for the private financing of university auxiliary facilities by a private developer using the alternate dual-phase design-build privately financed construction method, as specially authorized by Miss. Code Ann. Section 37-101-41, et seq. (1972), as amended. If the use/purpose of any such special purpose entity ever changes, the special purpose entity would then be required to comply with any and all provisions of this Agreement.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 227 OF 319**

ARTICLE 9. NOTICE

9.1 Any notice to either party hereunder shall be in writing signed by the party given it, and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified or overnight mail, or when sent by Federal Express or a comparable service, or hand-delivered, when addressed as follows:

To the University:
Daniel W. Jones,
Chancellor
The University of Mississippi
Lyceum
University, MS 38677

To the Foundation:
Wendell W. Weakley,
President and CEO
The University of Mississippi Foundation
406 University Avenue
Oxford, MS 38655

or to such other addressee as may be hereafter designated by written notice.

IN WITNESS WHEREOF, the University and the Foundation, acting through the Chancellor of the University and the President and Chief Executive Officer of the Foundation, respectively, execute this Agreement on this the 1st day of January, 2011.

THE UNIVERSITY OF MISSISSIPPI

THE UNIVERSITY OF MISSISSIPPI
FOUNDATION

By: _____
Daniel W. Jones, Chancellor

By: _____
Wendell W. Weakley, President and
Chief Executive Officer

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 228 OF 319**

ACKNOWLEDGMENT

State of Mississippi
County of Lafayette

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Daniel W. Jones, known by me to be the Chancellor of The University of Mississippi, who executed the aforesaid Agreement, on this the _____ day of _____, 2011, on behalf of The University of Mississippi, being duly authorized so to do.

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

State of Mississippi
County of Lafayette

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Wendell W. Weakley, known by me to be the President and Chief Executive Officer of The University of Mississippi Foundation, who executed the aforesaid Agreement on this the _____ day of _____, 2011, for and on behalf of The University of Mississippi Foundation, being duly authorized so to do.

Notary Public

My Commission Expires:

STAFF RECOMMENDATION: Board staff recommends approval of this item.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 229 OF 319**

21. UM - APPROVAL OF PROPOSED AFFILIATION AGREEMENT BETWEEN UNIVERSITY OF MISSISSIPPI AND THE UNIVERSITY OF MISSISSIPPI RESEARCH FOUNDATION

The University of Mississippi (UM) requests Board approval of the below proposed affiliation agreement between UM and the UM Research Foundation. The proposed agreement meets the requirements of Board Policy 301.0806 Foundation/Affiliated Entity Activities.

This agreement is made and entered into this the 1st day of January, 2011 (the effective date) by and between UNIVERSITY OF MISSISSIPPI, a state institution of higher learning, organized and existing under the laws of the State of Mississippi (hereinafter referred to as "UM"), and the UNIVERSITY OF MISSISSIPPI RESEARCH FOUNDATION, a corporation duly organized under the laws of the State of Mississippi (hereinafter referred to as "RF").

PREAMBLE

WHEREAS, RF has been established as a non-profit, educational and charitable organization under Section 501(c)(3) of the Internal Revenue Code of 1986 for the purposes outlined in its Articles of Incorporation, a copy of which is attached to this agreement as Exhibit A;

WHEREAS, UM has the authority and right to enter into agreements with affiliated 501(c)(3), not-for-profit organizations with the approval of its governing board, the Board of Trustees for Institutions of Higher Learning for the State of Mississippi ("IHL");

WHEREAS, RF has the responsibility as a non-profit corporation to use its resources in a responsible and effective manner to further the research, academic, and service programs of UM and to support UM as outlined in its Articles of Incorporation;

WHEREAS, UM and RF anticipate that UM will provide RF with specified services and facilities with which to carry out its responsibilities in exchange for the development, commercialization, management, financial, and other service, support, and assistance RF shall provide UM; and

WHEREAS, UM and RF desire to define the arrangements concerning services, facilities, premises, and activities as set forth in this agreement;

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 230 OF 319**

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, UM and RF do hereby agree, as follows:

ARTICLE 1. USE OF UM FACILITIES

1.1 UM grants to RF a license to use for RF's activities, physical space provided by UM as needed by RF and available from UM. Upon such time as RF may require space for its exclusive use, UM and RF shall enter a separate lease for such space or the parties shall amend the agreement accordingly.

1.2 This license shall include use of office and related space, maintenance, furniture, equipment and utilities for the leased space. UM agrees to maintain the premises, including equipment provided by UM, in reasonable repair. Maintenance of equipment purchased by RF will be the responsibility of RF. All additions and improvements made by RF to the premises which are not firmly affixed to a structure shall remain the property of RF and may be removed by RF at any time. UM may request RF to relocate at such time that licensed space is needed to fulfill the missions and programs of UM.

ARTICLE 2. PERSONNEL AND SERVICES

RF may utilize, with the approval of the Chancellor of UM, which approval shall not be unreasonably withheld, such UM administrative, professional, and other employees from time to time as are needed to carry out the purposes of RF as agreed by UM. RF may also recommend to the Chancellor changes in personnel, as necessary, for those University employees who perform work for or under the direction of RF Board or RF employees.

ARTICLE 3. RF OBLIGATIONS

3.1 RF acknowledges, covenants, and agrees that it may only use its resources for the express purpose of advancing UM's academic, educational, research, and service missions as outlined in its Articles of Incorporation.

3.2 During the term of this Agreement UM may assign to RF contractual rights resulting from UM's licensing of intellectual property owned or developed in whole or in part by UM or resulting from UM's related commercialization activities and efforts. These contractual rights may include income streams from or an equity position or ownership interest in other business entities or the right to receive income streams from or an equity position or ownership interest in other business entities (collectively "Equities"). RF further covenants and agrees upon UM's request to distribute according

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 231 OF 319**

to UM's instructions any dividends or other income received as a result of owning Equities and any proceeds from the sale or transfer of any interest in any portion of the Equities.

3.3 At least thirty days before the end of each Fiscal Year during this Agreement, RF shall submit an annual budget for the forthcoming Fiscal Year to the Chancellor or the Chancellor's designee.

3.4 RF agrees to maintain its financial and accounting records separate from the records of UM and in accordance with generally accepted accounting principles. RF agrees to retain all books, accounts, reports, files and other records relating to this Agreement, the operation and management of RF or any funds contributed to, received by, expended by, or managed by RF, and to make such records available at all reasonable times for inspection and audit by the Chancellor or his/her designees, during the term of and for a period of five years after the completion of this Agreement. Such records shall be provided at RF's offices on UM's Oxford Campus, or such other location as designated by UM upon reasonable notice to RF. To the extent that information is inspected, reviewed or received by the Chancellor or his/her designees, with respect to the identity of donors or members who have expressly stated they wish to remain anonymous, with respect to any information relating to the identification, cultivation and solicitation of donors or members, with respect to personal information relating to a donor or member or his/her family business, or with respect to any personal, commercial or proprietary information provided to RF by third parties, such information shall be treated as confidential by the Chancellor and by any designee who may review or acquire such information. UM is expected to take appropriate safeguards to assure that such information is utilized or disseminated only in a manner that is appropriate under the circumstances. If upon such inspection or audit UM determines that UM funds or resources have been expended for purposes inconsistent with this Agreement, RF, upon demand by UM, shall reimburse UM for such misused funds, and UM shall have all rights provided by law, including the right to suspend further provision of resources under this Agreement and to terminate this Agreement. These same inspection and information rights are also extended to the IHL or its designee when authorized to exercise such rights by the IHL acting upon its minutes. However, it is understood that the appropriate extent of any disclosure or other use of any confidential, personal, commercial or proprietary information is in the discretion of the IHL, and further, any such decision to disclose or release any confidential, personal or proprietary information or information that would identify any particular donor or members shall be made by the IHL acting upon its minutes.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 232 OF 319

3.5 RF must cause to be prepared annual financial statements of its condition, which shall include such detail as the IHL may from time to time require. RF must also engage a Certified Public Accounting (CPA) firm to perform annual audits of its annual financial statements. RF shall submit the audited financial statements, along with a list of its officers, directors or trustees, not later than five months following the completion of the RF's fiscal year, to the Chancellor of UM and to IHL. However, if the IHL's Deputy Commissioner of Finance and Administration and the external auditing firm hired to perform the annual IHL system audit determine that RF's annual audited financial statement will be required for inclusion in the State of Mississippi's Comprehensive Annual Financial Report (CAFR), then RF must submit annual audited financial statements, along with a list of Entity officers, directors or trustees, by October 15 of each year. The IHL's Deputy Commissioner of Finance and Administration shall notify RF of the applicability of the October 15 deadline to RF as far in advance of the deadline as possible each year. The CPA firm to be utilized by RF must be approved by the IHL, and all such requests must be submitted to the IHL for approval not later than three months prior to the end of RF's fiscal year for which the audit will be conducted. Unless approval is specifically granted for multiple years, approval of a firm by the IHL for one year does not constitute approval for other years, and requests for approval of the CPA firm must be submitted on an annual basis. However, at the request of RF, the Chancellor, with the approval of the IHL, may grant a request to waive the requirement of an annual audit by a CPA firm on a showing of adequate grounds, such as a showing that RF's assets are so limited as to make the expense of engaging a CPA firm to perform an audit financially burdensome and unnecessary. Such a waiver may be conditioned upon such other review of RF financial records in lieu of an audit as the University and the IHL may deem feasible. Such a request for a waiver must be accompanied by (a) the most recent annual audited financial statements (if any such statements exist), (b) the financial statements of the most recently completed fiscal year, (c) a written description of how RF anticipates that the year-end financial statements for the current year will differ from the financial statements as of the end of the most recently completed fiscal year, and (d) a good faith estimate of the cost of engaging an auditor with respect to the statements. The granting of any request to waive the requirement of an annual audit by a CPA firm approved by the IHL is within the sole discretion of the University and the IHL. Any waiver of the audit requirement will apply only for one year, and any request to waive the requirement for the next year should be submitted as outlined above. RF shall contemporaneously submit an annual report to UM and to the IHL providing a detailed list of supplemental compensation which was submitted to UM for the purpose of providing additional compensation to UM employees or paid directly to UM employees. This reporting requirement does not apply to transfers to UM by RF that are paid directly to UM for use by UM to compensate UM employees if that compensation is included in UM's annual budget.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 233 OF 319**

3.6 RF may not provide or pay compensation to any UM employee without prior approval of the Chancellor, and any such approval shall be reported to the IHL by RF at the IHL's next meeting. This provision does not apply to transfers to UM by RF that are paid directly to UM for use by UM to compensate UM employees if that compensation is included in UM's annual budget. Nothing in this provision prevents, however, RF from reimbursing a UM employee for expenses consistent with policies or procedures established between UM and RF.

3.7 RF acknowledges and agrees that UM owns all copyright, interest in and right to all trademarks, trade names, logos, and service marks developed by UM for use by RF, including all such trademarks, service marks, and trade names historically associated with RF.

3.8 RF shall adopt and maintain a conflict of interest policy that complies with all requirements of Miss Code Ann § 79-11-269 (1972), as amended from time to time.

3.9 RF shall enter into an agreement with the University of Mississippi Foundation, Inc. to provide for the University of Mississippi Foundation, Inc.'s receipting and accounting for charitable gifts, grants, and endowments given to or received by RF, to assure that any such charitable gifts, grants, and endowments are received and accounted for consistent with the policies and practices adopted by the University of Mississippi Foundation, Inc. and consistent with the Affiliation Agreement between UM and the University of Mississippi Foundation, Inc., and to provide for the University of Mississippi Foundation, Inc.'s, management on behalf of RF of all RF endowments and other non-cash assets.

3.10 RF shall provide the Chancellor notice of any regular, annual, or special meetings of the RF Board of Directors, and the Chancellor or the Chancellor's designee has the right to attend any such meetings.

3.11 RF agrees to timely satisfy any and all financial, audit, and accounting obligations to third parties, including but not limited to any requirements of any funding or grant awarding agencies.

3.12 RF further agrees that it may not amend its Articles of Incorporation during the life of this Agreement unless UM consents to the proposed amendment.

3.13 UM may from time to time make other requests from RF or seek other assistance from RF in accomplishing UM's mission, and RF agrees that it will not unreasonably deny any such requests.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 234 OF 319**

3.14 RF shall reimburse the University for expenses the University incurs as a result of RF operations if those expenses would not otherwise have been incurred by the University, specifically including telephone, mail, and other such services provided on a monthly basis. The rate charged RF shall be the rate that is charged to University departments for such services.

3.15 The parties acknowledge that UM employees currently serve on RF's Board of Directors. RF agrees that when future Board Members are solicited, no employee of the University or of its governing board will be elected to serve as a voting member of the RF Board of Directors without the prior approval of the IHL.

3.16 RF agrees to regularly seek input from UM's Chancellor in defining RF's objectives.

3.17 RF may not underwrite, pay, or provide additional compensation to the UM Chancellor or any IHL system office employee without the prior approval of the IHL. Any such request for approval shall be made through the IHL Commissioner to the IHL.

3.18 Although RF may seek contributions, grants, and other support from third parties on its own behalf, RF shall not seek contributions, grants, or other public or private support on behalf of UM without the consent of UM through its Chancellor. To the extent RF seeks any contributions, gifts, grants, and other support from third parties on its own behalf but for the benefit of UM, RF agrees to accept or solicit only those contributions, gifts, grants, and support that are consistent with UM and RF's missions, goals, or objectives.

3.19 RF agrees to manage all funds and/or assets in its control in a reasonably sound and prudent manner.

3.20 RF may enter its contracts for professional, advisory or other personal services in carrying out its duties, but any such contracts entered into after the execution of this Agreement shall not exceed two years.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 235 OF 319**

ARTICLE 4. UM OBLIGATIONS AND IN-KIND SUPPORT

To assist RF in discharging its obligations under this Agreement and in development, commercialization, management, financial, and other service, support, and assistance RF shall provide UM in support of its academic, educational, research, and service missions, UM grants RF the following rights:

4.1 The designation as an UM official affiliated entity.

4.2 A non-exclusive, non-transferable license to use UM trademarks, service marks, and logos consistent with UM policy and its contract with Collegiate Licensing Company, including but not limited to a license to use marks developed by UM for use by RF.

4.3 An exclusive, transferable license to use UM trademarks, service marks, and trade names historically associated with RF.

4.4 UM shall provide support services to RF of the type provided to UM departments on a cost reimbursement basis including, but not limited to, utilities, telephone, fiber optic Internet cable connection, custodial services, printing and publication services, motor pool, and, to the extent permitted by law, use of the UM campus mail system and protection of the University Police Department.

4.5 UM shall provide RF employees staff identification cards, parking privileges, admission to athletics and entertainment events, and access to the UM's library and to its recreation and fitness programs at the same rates and under the same terms as those benefits and facilities are made available to University administrators and other employees.

4.6 UM shall provide RF technical support, expertise, cooperation, and assistance in applying for grants and external funding and in complying with the regulatory and other requirements of governmental agencies and other funding sources.

4.7 UM shall provide RF such other rights, privileges or benefits as the Chancellor, in the Chancellor's sole discretion, may determine will assist RF in discharging its obligations under this Agreement.

4.8 UM, through its Chancellor, will regularly communicate to RF UM's needs and priorities to RF, particularly with respect to UM's research objectives, mission, and goals.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 236 OF 319**

ARTICLE 5. COMPLIANCE

RF shall comply with any and all federal and state laws and regulations and shall comply with any compliance, financial, accounting, audit, and regulatory guidelines as may be required by UM's governing Board or by granting or funding agencies.

ARTICLE 6. INDEMNIFICATION

RF agrees to indemnify and hold harmless UM, including its agents and employees from any and all claims, demands, suits, or liabilities of any nature, or on account of any of the actions or inactions in or about the licensed premises. RF agrees to reimburse UM and its agents and employees for any expenses incurred by them or as a result of legal action or inaction, including reasonable attorney fees, provided funds are available for such purpose.

ARTICLE 7. INSURANCE

7.1 RF shall maintain General Liability insurance providing insurance coverage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate liability covering its employees and agents during the course and scope of their employment, providing protection from general liability risks, including, but not limited to, protection against claims of sexual harassment, discrimination or other violations of law.

7.2 In the event RF owns, or leases automobiles or other motorized vehicles, RF shall maintain Automobile Liability insurance providing at least \$1,000,000 per accident or occurrence for bodily injury and property damage.

7.3 RF shall maintain Property Insurance in an amount sufficient to provide full replacement of all insured property, and in the event that RF owns any interest in real property during the life of this Agreement, sufficient property and casualty insurance to insure against the loss of the real property and any improvements or personal property associated with the insured premises.

7.4 RF shall maintain Directors and Officers liability insurance on members of the Board of Directors and RF Officers, while performing as such.

7.5 RF shall maintain Commercial Excess or Umbrella Coverage: RF shall maintain \$4,000,000 in additional coverage in excess or over and above the basic coverages set forth in Articles 7.1, 7.2, and 7.4.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 237 OF 319**

7.6 RF shall maintain Workers Compensation insurance if required to do so by applicable law or such other insurance coverages as may be required by applicable law.

ARTICLE 8. REPORTING

8.1 RF shall, by October 15 of each year during the life of this Agreement submit a detailed annual report of the work and financial condition of RF for the preceding fiscal year to the Chancellor, and shall also submit by the dates set forth in this Agreement any other reports as required by this Agreement, by the Bylaws of RF, by IHL policies or by other applicable law, including but not limited to any and all reports required by Articles 3.4 and 3.5 of this Agreement.

8.2 RF shall promptly notify the Chancellor and the IHL, in writing, if any of the following events ("Reportable Events") occur:

- a. RF has materially breached any of its contractual obligations under the Agreement;
- b. RF has materially failed to properly receive, apply, manage or disburse any funds or has materially failed to properly comply with any binding instructions from donors relating to those funds;
- c. RF has engaged in any conduct that is prohibited or subject to sanction under state or federal law, including any and all requirements applicable to tax exempt organizations;
- d. There has been a failure by RF or any of its officers and directors to comply with any conflict of interest requirements created by applicable state or federal law or by the governing documents or procedures of RF;
- e. Any state or federal regulatory body begins any investigation of any matter that may have a significant financial or regulatory effect on RF or upon its status as a tax exempt organization; or
- f. RF has contracted with or entered into any business or pecuniary relationship with any of its board members, other than a full time employee of RF, or any entity controlled directly or indirectly by the board member, which would reasonably be expected to provide for payment or benefits to that person exceeding the value of \$50,000 in any calendar year; The previous sentence creates a duty for RF to report any such transaction but does not suggest or imply that all such transactions are either prohibited or permitted.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 238 OF 319**

8.3 RF's chief executive officer shall submit to the Chancellor and to the IHL a signed certification statement annually, before January 31 of each year, which affirmatively states that RF has examined its donor records and business transactions occurring during its fiscal year ending within the prior calendar year, and that to the best of its knowledge, there is no evidence that any Reportable Events occurred, other than those which have been duly reported to the Chancellor and the IHL, as required in Article 8.2 above. In this certification RF's chief executive officer shall re-affirm that, in the event he/she becomes aware of any such Reportable Events, RF's chief executive officer will immediately notify, in writing, the Chancellor of UM.

ARTICLE 9. TERMINATION AND RENEWAL

9.1 This Agreement shall expire on December 31, 2015, if not renewed by mutual consent of the parties before that date.

9.2 The University may terminate this Agreement without cause with thirty (30) days written notice to the Association and prior approval of IHL, acting upon its minutes.

9.3 The University may terminate this Agreement for cause without notice to the Association but with notice to the IHL and prior approval of the IHL, acting upon its minutes. RF may not terminate this Agreement without the prior consent of the University Chancellor and the IHL.

9.4 If this Agreement is terminated for any reason, including because the Agreement has expired without being renewed under Article 9.1, Articles 6, 9, and 10 shall survive the termination.

9.5 Upon termination and/or non-renewal of this Agreement, (1) RF shall cease to use and shall not assign or delegate the authority to use UM's name or registered marks or logos to any person or entity without the written approval of the Chancellor, (2) RF shall remit any and all unrestricted funds held for the benefit of UM to such entity as designated in writing by the Chancellor on behalf of UM, (3) RF shall work in concert with its members and/or donors, to the extent practicable and allowed by law, to move any restricted funds held for the benefit of UM to such entity as designated in writing by the Chancellor on behalf of UM, (4) RF shall work in concert with persons or entities with which it had contractual relations to the extent practical and allowed by law, to assign any contracts to such entity as designated by Chancellor; and (5) RF shall work in concert with the UM to provide UM or its designee with records and materials of RF necessary to continue the business and/or wind up the affairs of RF.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 239 OF 319

ARTICLE 10. MISCELLANEOUS PROVISIONS

10.1 This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the State of Mississippi.

10.2 The parties agree that RF is not the agent or employee of UM, and nothing in this Agreement creates an employment or other agency relationship between the parties.

10.3 The parties agree that RF is a private, independent entity and, as such, is not governed by the IHL. To insure the independence of RF, no IHL employee shall hold a voting position on the RF Board. Senior UM administrators should only participate on the RF Board, if at all, in an ex-officio, non-voting capacity. The IHL may allow, upon written request by UM, exceptions to this restriction regarding IHL/University employees. As of the date of this Agreement, IHL has allowed such exceptions, with certain UM officials serving in their official capacities as voting members of the RF Board.

10.4 UM and RF agree that RF's donor and giving records and any other financial or commercial information possessed by RF or provided by RF to UM concerning individuals or corporations that provide RF financial support are confidential and proprietary. Unless required to disclose such information by applicable law and except as provided otherwise in Article 3.4 of this Agreement with respect to actions by IHL acting upon its minutes, UM and RF agree not to disclose to third parties and to keep confidential the giving records, giving history, and financial or commercial information of individuals and corporations that provide financial support to RF.

10.5 In the performance of this Agreement, RF shall not deny employment opportunities to any person on the basis of race, color, religion, ethnic group identification, sex, age, physical or mental disability, medical condition, or veteran's status.

10.6 The parties hereto acknowledge that this Agreement sets forth the entire Agreement and understanding of the parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

10.7 The provision of this Agreement are severable, and in the event that any provisions of this Agreement shall be determined to be invalid or non-enforceable under

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 240 OF 319**

any controlling body of the law, such invalidity or non-enforceability shall not in any way affect the validity or enforceable nature of the remaining provisions hereof.

10.8 The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

10.9 RF's obligations pursuant to this Agreement shall also extend, as applicable, to any entity it owns or controls, with the exception of a special purpose entity created for the sole and specific purpose of utilization as a financing vehicle for the private financing of university auxiliary facilities by a private developer using the alternate dual-phase design-build privately financed construction method, as specially authorized by Miss. Code Ann. Section 37-101-41, et seq. (1972), as amended. If the use/purpose of any such special purpose entity ever changes, the special purpose entity would then be required to comply with any and all provisions of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and duly executed this Agreement the day and year set forth below.

UNIVERSITY OF MISSISSIPPI

UNIVERSITY OF MISSISSIPPI RESEARCH
FOUNDATION

By: _____
Daniel W. Jones, Chancellor
Date: _____

By: _____
Alice M. Clark, President
Date: _____

STAFF RECOMMENDATION: Board staff recommends approval of this item.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 241 OF 319**

22. UM - APPROVAL OF PROPOSED AFFILIATION AGREEMENT BETWEEN UNIVERSITY OF MISSISSIPPI AND THE UMAA FOUNDATION

The University of Mississippi (UM) requests Board approval of the below proposed affiliation agreement between UM and the UMAA Foundation. The proposed agreement meets the requirements of Board Policy 301.0806 Foundation/Affiliated Entity Activities.

This agreement is made and entered into effective this 1st day of January, 2011 (the effective date) by and between UNIVERSITY OF MISSISSIPPI, a state institution of higher learning, organized and existing under the laws of the State of Mississippi (hereinafter referred to as "UM"), and the UMAA FOUNDATION, a corporation duly organized under the laws of the State of Mississippi (hereinafter referred to as "UMAA").

PREAMBLE

WHEREAS, UMAA has been established as a non-profit, educational and charitable organization under Section 501(c)(3) of the Internal Revenue Code of 1986 for the purposes outlined in its Articles of Incorporation, a copy of which is attached to this agreement as Exhibit A;

WHEREAS, UM has the authority and right to enter into agreements with affiliated 501(c)(3), not-for-profit organizations with the approval of its governing board, the Board of Trustees for Institutions of Higher Learning in the State of Mississippi ("IHL");

WHEREAS, UMAA has the responsibility under its mission statement and as a non-profit corporation to use its resources in a responsible and effective manner to further the literary and educational programs of UM and to aid UM's Department of Intercollegiate Athletics as outlined in its Articles of Incorporation;

WHEREAS, UM and UMAA anticipate that UM will provide UMAA with specified services and facilities with which to carry out its responsibilities in exchange for the development, financial, and other service, support, and assistance UMAA shall provide UM; and

WHEREAS, UM and UMAA desire to define the arrangements concerning services, facilities, premises, and activities as set forth in this agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, UM and UMAA do hereby agree, as follows:

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 242 OF 319**

ARTICLE 1. LEASE OF FACILITIES

1.1 UM hereby leases to UMAA a suite of thirteen offices in Tad Smith Coliseum that formerly housed men's and women's basketball staffs along with two offices within the building that houses the UM Department of Intercollegiate Athletics' administrative offices. In addition to the leased space described above, UM grants UMAA a license to use the common areas of the Athletics administration building consistent with the intended uses of those common areas. Upon reasonable request and based upon availability, UM through its Director of Intercollegiate Athletics, may grant UMAA a license to use additional office, storage, or other space within UM buildings as necessary for UMAA to fulfill its obligations to UM under this Agreement.

1.2 This lease shall include office and related space, maintenance, furniture, equipment and utilities for the leased space. UM agrees to maintain the leased premises, to include equipment provided by UM, in reasonable repair. Maintenance of equipment purchased by UMAA will be the responsibility of UMAA. All additions and improvements made by UMAA to the leased premises which are not firmly affixed to a structure shall remain the property of UMAA and may be removed by UMAA at any time. UM may request UMAA to relocate at such time that leased space is needed to fulfill the missions and programs of UM.

ARTICLE 2. PERSONNEL AND SERVICES

UMAA may utilize, with the approval of the Director of Intercollegiate Athletics ("AD"), which approval shall not be unreasonably withheld, such UM administrative, professional, and other employees from time to time as are needed to carry out the purposes of UMAA as agreed by UM. UMAA may also recommend to AD changes in personnel, as necessary, for those UM employees who perform work for or under the direction of UMAA Board or UMAA employees.

ARTICLE 3. UMAA OBLIGATIONS

3.1 UMAA, in cooperation with UM, agrees to use its reasonable best efforts to solicit and develop private and corporate support for UM and its athletics programs and to develop affinity programs to promote affinity and support for UM and its athletics programs. When soliciting support for the benefit of UM, UMAA agrees to solicit and/or accept only those gifts that are consistent with the University's missions, goals, and obligations. UMAA shall manage all UMAA funds in its control in a fiscally sound and prudent manner and consistent with the terms of this Agreement.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 243 OF 319

3.2 UMAA agrees to provide in support of UM Department of Intercollegiate Athletics in the current Fiscal Year (for purposes of this Agreement, UMAA and UM's "Fiscal Year" begins each July 1 during the life of this Agreement and ends the following June 30) an amount as mutually agreed upon by UM and UMAA. In the absence of such agreement, UMAA shall provide \$8 million. AD may direct UMAA to provide some or all of this support directly to the Department of Intercollegiate Athletics. AD may also request UMAA to provide some or all of the amount set forth above to one or more UM employees consistent with a supplemental compensation agreement between the UM employee and UMAA that has been approved by AD and the Chancellor (in which event, UMAA agrees to report such approval and supplemental compensation to IHL at its next official meeting), or AD may request UMAA to provide some or all of the amount set forth above to third parties to satisfy obligations owed to the third parties by the UM Department of Intercollegiate Athletics. UM acknowledges that if AD requests UMAA to pay some or all of the amount set forth above to one or more UM employees or to third parties consistent with the preceding sentence, approval of the UMAA Board of Directors may be required under UMAA's corporate governance before UMAA may comply with AD's request. UMAA agrees that it will not unreasonably deny such reasonable requests by AD.

3.3 Prior to the end of each Fiscal Year during this Agreement, UMAA shall submit an annual budget for the forthcoming Fiscal Year to AD or AD's designee.

3.4 UMAA agrees to maintain its financial and accounting records separate from the records of UM and in accordance with Generally Accepted Accounting Principles. UMAA agrees to retain all books, accounts, reports, files and other records relating to this Agreement, the operation and management of UMAA or any funds contributed to, received by, expended by, or managed by UMAA, and to make such records available at all reasonable times for inspection and audit by the Chancellor or his/her designees, during the term of and for a period of five years after the completion of this Agreement. Such records shall be provided at UMAA's offices on UM's Oxford Campus, or such other location as designated by UM upon reasonable notice to UMAA. To the extent that information is inspected, reviewed or received by AD or the Chancellor or his/her designees, with respect to the identity of donors or sponsors who have expressly stated they wish to remain anonymous, with respect to any information relating to the identification, cultivation and solicitation of donors or sponsors with respect to personal, commercial, or proprietary information relating to a donor or his/her family or business, or with respect to any personal, commercial or proprietary information provided to UMAA by third parties, such information shall be treated as confidential by AD or the Chancellor and by any designee who may review or acquire such information. UM is expected to take appropriate safeguards to assure that such information is utilized or

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 244 OF 319**

disseminated only in a manner that is appropriate under the circumstances. If upon such inspection or audit UM determines that UM funds or resources have been expended for purposes inconsistent with this Agreement, UMAA, upon demand by UM, shall reimburse UM for such misused funds, and UM shall have all rights provided by law, including the right to suspend further provision of resources under this Agreement and to terminate this Agreement. These same inspection and information rights are also extended to the IHL or its designee when authorized to exercise such rights by the IHL, acting upon its minutes. However, it is understood that the appropriate extent of any disclosure or other use of any confidential, personal, commercial or proprietary information is in the discretion of the IHL and, further, any such decision to disclose or release any confidential, personal, commercial or proprietary information or information that would identify any particular donor shall be made by the IHL acting upon its minutes.

3.5 UMAA agrees that it may only use its resources to further the literary and educational programs of UM and to aid UM's Department of Intercollegiate Athletics as outlined in its Articles of Incorporation. UMAA further agrees that it may not amend its Articles of Incorporation during the life of this Agreement unless UM consents to the proposed amendment. UM agrees, through the Chancellor and AD, to keep UMAA apprised of UM's needs and priorities. UMAA agrees to consider and communicate to the University its ability and plans to fund those needs and priorities.

3.6 UMAA must cause to be prepared annual financial statements of its condition, which shall include such detail as the IHL may from time to time require. UMAA must also engage a Certified Public Accounting (CPA) firm to perform annual audits of its annual financial statements. UMAA shall submit the audited financial statements, along with a list of its officers, directors or trustees, not later than five months following the completion of the UMAA's fiscal year, to the Chancellor of UM and to IHL. However, if the IHL's Deputy Commissioner of Finance and Administration and the external auditing firm hired to perform the annual IHL system audit determine that UMAA's annual audited financial statement will be required for inclusion in the State of Mississippi's Comprehensive Annual Financial Report (CAFR), then UMAA must submit annual audited financial statements, along with a list of Entity officers, directors or trustees, by October 15 of each year. The IHL's Deputy Commissioner of Finance and Administration shall notify UMAA of the applicability of the October 15 deadline to UMAA as far in advance of the deadline as possible each year. The CPA firm to be utilized by UMAA must be approved by the IHL, and all such requests must be submitted to the IHL for approval not later than three months prior to the end of UMAA's fiscal year for which the audit will be conducted. Unless approval is specifically granted for multiple years, approval of a firm by the IHL for one year does not constitute approval

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 245 OF 319

for other years, and requests for approval of the CPA firm must be submitted on an annual basis. However, at the request of UMAA, the Chancellor, with the approval of the IHL, may grant a request to waive the requirement of an annual audit by a CPA firm on a showing of adequate grounds, such as a showing that UMAA's assets are so limited as to make the expense of engaging a CPA firm to perform an audit financially burdensome and unnecessary. Such a waiver may be conditioned upon such other review of UMAA financial records in lieu of an audit as the University and the IHL may deem feasible. Such a request for a waiver must be accompanied by (a) the most recent annual audited financial statements (if any such statements exist), (b) the financial statements of the most recently completed fiscal year, (c) a written description of how UMAA anticipates that the year-end financial statements for the current year will differ from the financial statements as of the end of the most recently completed fiscal year, and (d) a good faith estimate of the cost of engaging an auditor with respect to the statements. The granting of any request to waive the requirement of an annual audit by a CPA firm approved by the IHL is within the sole discretion of the University and the IHL. Any waiver of the audit requirement will apply only for one year, and any request to waive the requirement for the next year should be submitted as outlined above. UMAA shall contemporaneously submit an annual report to UM and to IHL providing a detailed list of supplemental compensation which was submitted to UM for the purpose of providing additional compensation to UM employees or paid directly to UM employees at AD's request under Article 3.2. This reporting requirement does not apply to transfers to UM by UMAA that are paid directly to UM for use by UM to compensate UM employees if that compensation is included in UM's annual budget.

3.7 Except as directed by AD and approved by the Chancellor under Article 3.2 or Article 3.13 and consistent with applicable laws and regulations as outlined in Article 5, UMAA shall provide no benefit or compensation to any UM employee. Notwithstanding the foregoing, UMAA shall not pay or provide compensation to the Chancellor, to any IHL system office employee, or to the University for the purpose of supplementing the Chancellor's salary without the prior approval of the IHL. Any request for such approval shall come through the Commissioner of the IHL.

3.8 UMAA acknowledges and agrees that UM owns all copyright, interest in and right to all trademarks, trade names, logos, and service marks developed by UM for use by UMAA, including all such trademarks, service marks, and trade names historically associated with UMAA.

3.9 UMAA shall adopt and maintain a conflict of interest policy that complies with all requirements of Miss. Code Ann. § 79-11-269 as amended from time to time.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 246 OF 319

3.10 UMAA shall enter into an agreement with the University of Mississippi Foundation, Inc. to provide for the University of Mississippi Foundation, Inc.'s receipting and accounting for gifts, grants, and endowments given to or received by UMAA, to assure that any such gifts, grants, and endowments are received and accounted for consistent with the policies and practices adopted by the University of Mississippi Foundation, Inc. and consistent with the Affiliation Agreement between UM and the University of Mississippi Foundation, Inc., and to provide for the University of Mississippi Foundation, Inc.'s, management on behalf of UMAA of all UMAA endowments and other non-cash assets. UMAA does not manage UM assets.

3.11 UMAA shall provide AD and Chancellor notice of any regular, annual, or special meetings of the UMAA Board of Directors, and AD, Chancellor or their designees have the right to attend any such meetings.

3.12 UMAA agrees to timely satisfy any and all financial obligations to third parties, including but not limited to its Promissory Note and other obligations to BancorpSouth related to or secured by UMAA's interest in the Indoor Practice Facility.

3.13 UMAA agrees to manage and support the UM Department of Intercollegiate Athletics Courtesy Car Program consistent with the policies and guidelines for such program approved by AD.

3.14 AD may from time to time make other requests from UMAA or seek other assistance from UMAA in accomplishing the mission of the UM Department of Intercollegiate Athletics, and UMAA agrees that it will not unreasonably deny any such requests.

3.15 UMAA shall pay UM for services provided UMAA by UM employees by annually reimbursing UM a percentage of employment costs associated with those UM employees who perform work for or under the direction of UMAA Board or UMAA employees. The amount UMAA shall reimburse UM for a particular employee's services in support of UMAA shall be based upon an estimate of the portion of that employee's time devoted to UMAA work. A list of UM employees providing services to UMAA and the portion of associated employment expenditures for which UMAA shall reimburse UM will be determined annually and incorporated herein by reference. UMAA shall pay to UM on each June 30 an amount as mutually agreed upon by UM and UMAA. As a point of reference only, the amount agreed upon for fiscal year ending June 30, 2010 was \$82,762 as reimbursement as reimbursement to UM for these services.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 247 OF 319**

3.16 UMAA shall make all such payments to UM for the benefit of its employees providing services for UMAA by deposit in UM's payroll system upon written request of AD.

3.17 UMAA shall reimburse the UM for expenses UM incurs as a result of UMAA operations if those expenses would not otherwise have been incurred by UM, specifically including telephone, mail, and other such services provided on a monthly basis. The rate charged UMAA shall be the rate that is charged to UM departments for such services.

3.18 UMAA may enter into contracts for professional, advisory or other personal services in carrying out its duties, but any such contracts entered into after the execution of this Agreement shall not exceed two years.

ARTICLE 4. SEATING PRIORITY AND OTHER IN-KIND SUPPORT

To assist UMAA in discharging its obligations under this Agreement and in soliciting, developing, and generating private and corporate support for UM and its athletics programs, UM grants UMAA the following rights.

4.1 The right to assign seating priority at UM athletics events, including UM football games, home baseball games, women's basketball games, men's basketball games, and other athletics events in the discretion of AD.

4.2 The right to assign parking privileges to park in restricted areas designated by AD for certain athletics events, including UM football games, baseball games, women's basketball games, men's basketball games, and other athletics events in the discretion of AD.

4.3 A non-exclusive, non-transferable license to use UM trademarks, service marks, and logos consistent with UM policy and its contract with Collegiate Licensing Company, including but not limited to a license to use marks developed by UM for use by UMAA.

4.4 An exclusive, transferable license to use UM trademarks, service marks, and trade names historically associated with UMAA.

4.5 The designation as an UM official affiliated entity.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 248 OF 319**

4.6 Such other rights, privileges or benefits as AD, in AD's sole discretion, may determine will assist UMAA in discharging its obligations under this Agreement.

4.7 UM shall provide support services to UMAA of the type provided to UM departments on a cost reimbursement basis including, but not limited to, utilities, telephone, fiber optic Internet cable connection, custodial services, printing and publication services, motor pool, and, to the extent permitted by law, use of the UM mail system and protection of the UM Police Department.

4.8 UM shall provide UMAA employees staff identification cards, parking privileges, admission to athletics and entertainment events, and access to UM's library and to its recreation and fitness programs, including the UM Golf Course, at the same rates and under the same terms as those benefits and facilities are made available to UM administrators and other employees.

ARTICLE 5. COMPLIANCE

UMAA shall comply with any and all federal and state laws and regulations and shall comply with any compliance and regulatory guidelines as may be required by IHL, by the Southeastern Conference ("SEC") or by the National Collegiate Athletics Association ("NCAA"). In managing the rights, privileges, and benefits assigned to UMAA in Article 4 above, UMAA shall include as a condition of any contract or agreement assigning to a third party any of those rights, privileges or benefits, that the rights, privileges or benefits may be withheld if the recipient or prospective recipient has engaged in conduct that UM or UMAA reasonably believes to be a violation of SEC or NCAA rules or legislation.

ARTICLE 6. INDEMNIFICATION

UMAA agrees to indemnify and hold harmless UM, including its agents and employees from any and all claims, demands, suits, or liabilities of any nature, or on account of any of the actions or inactions in or about the leased premises. UMAA agrees to reimburse UM and its agents and employees for any expenses incurred by them or as a result of legal action or inaction, including reasonable attorney fees, provided funds are available for such purpose.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 249 OF 319**

ARTICLE 7. INSURANCE

7.1 UMAA shall maintain General Liability insurance providing insurance coverage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate liability covering its employees and agents during the course and scope of their employment, providing protection from general liability risks, including, but not limited to, protection against claims of sexual harassment, discrimination or other violations of law.

7.2 UMAA shall maintain Automobile Liability insurance providing at least \$1,000,000 per accident or occurrence for bodily injury and property damage.

7.3 UMAA shall maintain Property Insurance in an amount sufficient to provide full replacement of all insured property, and in the event that UMAA owns any interest in real property during the life of this Agreement, including the Indoor Practice Facility, sufficient property and casualty insurance to insure against the loss of the real property and any improvements or personal property associated with the insured premises.

7.4 UMAA shall maintain Directors and Officers liability insurance on members of the Board of Directors and UMAA Officers, while performing as such.

7.5 UMAA shall maintain Commercial Excess or Umbrella Coverage of \$4,000,000 in additional coverage in excess or over and above the basic coverage set forth in Articles 7.1, 7.2, and 7.4.

7.6 UMAA shall maintain Workers Compensation insurance, if required to do so by applicable law, or such other insurance coverage as may be required by applicable law.

ARTICLE 8. REPORTING

8.1 UMAA shall, by October 15 each year during the life of this Agreement, submit a detailed annual report of the work and financial condition of UMAA for the preceding fiscal year to AD, to the Chancellor and to IHL, and shall also submit by the same date any other reports as required by this Agreement, by the Bylaws of UMAA, by IHL policies or by other applicable law, including but not limited to any and all reports required by Articles 3.2 and 3.6 of this Agreement.

8.2 UMAA shall promptly notify the Chancellor of the University and the IHL, in writing, if any of the following events (“Reportable Events”) occur:

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 250 OF 319

1. UMAA has materially breached any of its contractual obligations under the Agreement;
2. UMAA has materially failed to properly receive, apply, manage or disburse any funds or has materially failed to properly comply with any binding instructions from donors relating to those funds;
3. UMAA has engaged in any conduct that is prohibited or subject to sanction under state or federal law, including any and all requirements applicable to tax exempt organizations;
4. There has been a failure by UMAA or any of its officers and directors to comply with any conflict of interest requirements created by applicable state or federal law or by the governing documents or procedures of the Foundation;
5. Any state or federal regulatory body begins any investigation of any matter that may have a significant financial or regulatory effect on UMAA or upon its status as a tax exempt organization; or
6. UMAA has contracted with or entered into any business or pecuniary relationship with any of its board members, other than a full time employee of UMAA, or any UMAA controlled directly or indirectly by the board member, which would reasonably be expected to provide for payment or benefits to that person exceeding the value of \$50,000 in any calendar year; The previous sentence creates a duty for UMAA to report any such transaction but does not suggest or imply that all such transactions are either prohibited or permitted.

8.3 UMAA's chief executive officer shall submit to the Chancellor and the IHL a signed certification statement annually, before January 31 of each year, which affirmatively states that UMAA has examined its donor records and business transactions occurring during its fiscal year ending within the prior calendar year, and that to the best of its knowledge, there is no evidence that any Reportable Events occurred, other than those which have been duly reported to the Chancellor of the University and the IHL, as required in Section 8.2 above. In this certification UMAA's chief executive officer shall re-affirm that, in the event he/she becomes aware of any such Reportable Events, UMAA chief executive officer will immediately notify, in writing, the Chancellor of the University.

ARTICLE 9. TERMINATION AND RENEWAL

9.1 This Agreement shall expire on December 31, 2015, if not renewed by mutual consent of the parties before that date.

9.2 UM may terminate this Agreement without cause with thirty days' prior notice to UMAA and prior approval of IHL, acting upon its minutes.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 251 OF 319**

9.3 UM may terminate this Agreement for cause with no notice to UMAA, but with prior notice to the IHL and prior approval of IHL, acting upon its minutes. UMAA may not terminate this Agreement without the prior approval of the UM Chancellor and the IHL.

9.4 If this Agreement is terminated for any reason, including because the Agreement has expired without being renewed under Article 9.1, Articles 3.6, 6, 9, and 10 shall survive the termination.

9.5 Upon termination and/or non-renewal of this Agreement, (1) UMAA shall cease to use and shall not assign or delegate the authority to use UM's name or registered marks or logos to any person or entity without the written approval of the Chancellor, (2) UMAA shall remit any and all unrestricted funds held for the benefit of UM to such entity as designated in writing by the Chancellor on behalf of UM, (3) UMAA shall work in concert with its donors, to the extent practicable and allowed by law, to move any restricted funds held for the benefit of UM to such entity as designated in writing by the Chancellor on behalf of the UM, (4) UMAA shall work in concert with persons or entities with which it had contractual relations to the extent practical and allowed by law, to assign any contracts to such entity as designated by Chancellor; and (5) UMAA shall work in concert with the UM to provide the UM or its designee with records and materials of the UMAA are necessary to continue the business and/or wind up the affairs of UMAA.

9.6 UMAA agrees to cease using University's name, marks, and logos in the event that UMAA dissolves, ceases to be a non-profit corporation or ceases to be recognized by the Internal Revenue Service as a tax exempt entity under Section 501(c)(3) of the Internal Revenue code.

ARTICLE 10. MISCELLANEOUS PROVISIONS

10.1 This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the State of Mississippi.

10.2 The parties agree that UMAA is not the agent or employee of UM, and nothing in this Agreement creates an employment or other agency relationship between the parties.

10.3 The parties agree that UMAA is a private, independent entity and, as such, is not governed by the IHL. To insure the independence of UMAA, no IHL employee shall hold a voting position on the UMAA Board. Senior UM administrators should only

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 252 OF 319**

participate on the UMAA's Board, if at all, in an ex-officio, non-voting capacity. The IHL may allow, upon written request by UM, exceptions to this restriction regarding IHL/UM employees.

10.4 UM and UMAA agree that UMAA's donor and giving records and any other financial or commercial information possessed by UMAA or provided by UMAA to UM concerning individuals or corporations that provide UMAA financial support are confidential and proprietary. Unless required to disclose such information by applicable law and except as provided otherwise in Section 3.4 of this Agreement with respect to actions by IHL acting upon its minutes, UM and UMAA agree not to disclose to third parties and to keep confidential the giving records, giving history, and financial or commercial information of individuals and corporations that provide financial support to UMAA.

10.5 In the performance of this Agreement, UMAA shall not deny employment opportunities to any person on the basis of race, color, religion, ethnic group identification, sexual orientation, sex, age, physical or mental disability, medical condition, or veteran's status.

10.6 The parties hereto acknowledge that this Agreement sets forth the entire Agreement and understanding of the parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

10.7 The provision of this Agreement are severable, and in the event that any provisions of this Agreement shall be determined to be invalid or non-enforceable under any controlling body of the law, such invalidity or non-enforceability shall not in any way affect the validity or enforceable nature of the remaining provisions hereof.

10.8 The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

10.9 UMAA's obligations pursuant to this Agreement shall also extend, as applicable, to any entity it owns or controls, with the exception of a special purpose entity created for the sole and specific purpose of utilization as a financing vehicle for the private financing of university auxiliary facilities by a private developer using the alternate dual-phase design-build privately financed construction method, as specially authorized by Miss. Code Ann. Section 37-101-41, et seq. (1972), as amended. If the

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 253 OF 319**

use/purpose of any such special purpose entity ever changes, the special purpose entity would then be required to comply with any and all provisions of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and duly executed this Agreement the day and year set forth below.

UNIVERSITY OF MISSISSIPPI

UMAA FOUNDATION

By: _____
Daniel W. Jones
Chancellor

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

STAFF RECOMMENDATION: Board staff recommends approval of this item.

23. UMMC - APPROVAL OF PROPOSED AFFILIATION AGREEMENT BETWEEN UNIVERSITY OF MISSISSIPPI MEDICAL CENTER AND THE UNIVERSITY OF MISSISSIPPI MEDICAL CENTER RESEARCH DEVELOPMENT FOUNDATION

The University of Mississippi Medical Center (UMMC) requests Board approval of the below proposed affiliation agreement between UMMC and the UMMC Research Development Foundation. The proposed agreement meets the requirements of Board Policy 301.0806 Foundation/Affiliated Entity Activities.

This agreement is made and entered into this 1st day of January, 2011 (the effective date) by and between the University of Mississippi Medical Center, a state institution of higher learning, organized and existing under the laws of the State of Mississippi (hereinafter referred to as UMMC), and the University of Mississippi Medical Center Research Development Foundation (hereinafter referred to as RDF), a corporation duly organized under the laws of the State of Mississippi.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 254 OF 319**

PREAMBLE

WHEREAS, RDF is a non-profit, research, educational and charitable organization supporting research, technology development and intellectual property management at UMMC, and;

WHEREAS, RDF has been established to be a 501 (c)(3), not-for-profit corporation for the purposes outlined in its Articles of Incorporation, a copy of which is attached to this Agreement as Exhibit A, and;

WHEREAS, UMMC has the authority and right to enter into agreements with affiliated 501 (c)(3), not-for-profit organizations, with the approval of its governing fund, the Board of Trustees for the Institutions of Higher Learning for the State of Mississippi (hereinafter IHL) and;

WHEREAS, UMMC and RDF anticipate UMMC will provide RDF with specified services and facilities with which to carry out its responsibilities in exchange for the development, commercialization, management, financial and other service, support, and assistance RDF shall provide UMMC, and;

WHEREAS, RDF has the responsibility as a non-profit corporation to use its resources in a responsible and effective manner to foster the missions of UMMC, and;

WHEREAS, UMMC and RDF desire to define the arrangements concerning services, facilities, premises, and activities as set out in this agreement, and;

NOW, WHEREFORE, in consideration of the premises and mutual covenants contained herein, UMMC and RDF do hereby agree, as follows:

ARTICLE 1. USE OF UMMC FACILITIES

1.1 The RDF may use for its activities, physical space provided by UMMC as needed by RDF and available from UMMC. Upon such time in the future as space is required for its exclusive use, UMMC shall lease such space to RDF. The lease will be executed once the RDF begins active fundraising, establishes on-campus office space and has a .25 full time employee (FTE).

1.2 The lease shall include space, maintenance, furniture, equipment and utilities for the leased space. UMMC agrees to maintain the leased premises, to include equipment provided by UMMC, in reasonable repair. The rental fee charged for this

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 255 OF 319

office space shall include the cost of all utilities. Maintenance and insurance of equipment purchased by RDF will be the responsibility of RDF. All additions and improvements made by RDF to the leased premises which are not firmly affixed to a structure shall remain the property of RDF and may be removed by RDF at any time. UMMC may request RDF to relocate at such time that space is needed to fulfill the missions and programs of UMMC. UMMC will give at least sixty (60) days notice before any relocation.

ARTICLE 2. PERSONNEL AND SERVICES

2.1 RDF may utilize, with the approval of the Vice Chancellor for Health Affairs, which approval shall not be unreasonably withheld, such UMMC administrative, professional and other employees from time to time as are needed to carry out the purposes of the RDF as agreed by UMMC. UMMC may reassign the duties of such of its employees accordingly.

2.2 As previously approved in January 2007 by the IHL Board, members of the RDF Board may be UMMC employees until such time as the goals of RDF are firmly established and RDF begins active fundraising. Currently, the Vice Chancellor serves as President and is a voting member on the RDF Board.

2.3 All Gifts made to RDF shall be accounted for and owned by RDF, but shall be managed by UMMC. RDF shall, consistent with the goals and priorities of UMMC, incorporate UMMC's requests into its operating budget and may allocate unrestricted gifts accordingly to the extent funds are available. The UMMC Vice Chancellor shall routinely update key RDF personnel on UMMC initiatives to ensure that RDF and UMMC are informed of fund raising needs and objectives.

ARTICLE 3. RDF OBLIGATIONS

3.1 RDF's primary purpose is to provide support to UMMC in accord with the provisions of its Charter of Incorporation and By-laws, which state RDF operates exclusively for the charitable purpose of supporting the research activities of UMMC.

3.2 During the term of this Agreement UMMC may assign to RDF contractual rights resulting from UMMC's licensing of intellectual property owned or developed in whole or in part by UMMC or resulting from UMMC's related commercialization activities and efforts. These contractual rights may include income streams from or an equity position or ownership interest in other business entities or the right to receive income streams from or an equity position or ownership interest in other business entities

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 256 OF 319

(collectively "Equities"). RDF further covenants and agrees upon UMMC's request to distribute according to UMMC's instructions any dividends or other income received as a result of owning Equities and any proceeds from the sale or transfer of any interest in any portion of the Equities.

3.3 RDF acknowledges and agrees that UMMC owns all copyright, interest in and right to all trademarks, trade names, logos, and service marks developed by UMMC for use by RDF, including all such trademarks, service marks, and trade names historically associated with RDF.

3.4 RDF, acting through its Board of Directors, shall solicit and transfer funds for the purchase of UMMC equipment and supplies, for the construction, renovation and improvement of UMMC's physical facilities; for the support of faculty, staff and student travel and research; for the support of faculty professorships, lectureships and endowed chairs; and for other educational, research, and scientific programs and activities.

3.5 RDF shall enter into an agreement with UMMC to provide for receipting and accounting for all charitable gifts, grants, and endowments given to or received by RDF, to assure that any such charitable gifts, grants, and endowments are received and accounted for consistent with the policies and practices adopted by RDF and consistent with this Agreement.

3.6 Although RDF may seek contributions, grants, and other support from third parties on its own behalf, RDF shall not seek contributions, grants or other public or private support on behalf of UMMC without the consent of UMMC through its Vice Chancellor. To the extent RDF seeks any contributions, gifts, grants or other support from third parties on its own behalf but for the benefit of UMMC, RDF agrees to accept or solicit only those contributions, gifts, grants, and support that are consistent with UMMC and RDF's missions, goals, or objectives.

3.7 If requested by UMMC, RDF shall provide any and all information and allow inspection of all records relating to the operation or management by RDF. To the extent that information is inspected, reviewed or received by the Vice Chancellor of UMMC or his/her designees with respect to the identity of donors who have expressly stated they wish to remain anonymous, or with respect to any information relating to the identification, cultivation, and solicitation of donors, or with respect to personal information relating to a donor or his/her family business, such information shall be treated as confidential by the Vice Chancellor and any designee who may acquire such information. UMMC is expected to take appropriate safeguards to assure that such information is utilized or disseminated only in a manner that is appropriate under the

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 257 OF 319

circumstances. Such inspection rights are also extended to the IHL acting upon its minutes, however, it is understood that the appropriate extent of any disclosure or other use of the information is in the discretion of IHL and, further, any decision to release any information that would identify any particular donor shall be made by the IHL.

3.8 RDF agrees to maintain separate financial and accounting records from UMMC in accordance with generally accepted accounting principles. RDF shall manage all funds in its control in a fiscally sound and prudent manner.

3.9 RDF agrees to timely satisfy any and all financial, audit, and accounting obligations to third parties, including but not limited to any requirements of any funding or grant awarding agencies.

3.10 RDF agrees that it will cause to be prepared annual financial statements of the condition of the Entity, which shall include such detail as the IHL Board may from time to time require. RDF must also engage a Certified Public Accounting (CPA) to perform annual audits of the RDF's annual financial statements. RDF shall submit the audited financial statements, along with a list of its officers, directors or trustees, not later than five months following the completion of the its fiscal year (December 1), to the Vice Chancellor and to IHL. However, the annual audited financial statements of some of the Entities will be required for inclusion in the State of Mississippi's Comprehensive Annual Financial Report (CAFR). Those Entities which will be required to submit annual audited financial statements for inclusion in the CAFR, as determined by the IHL Board's Deputy Commissioner of Finance and Administration and the external auditing firm hired to perform the annual IHL system audit, must submit annual audited financial statements to the Vice Chancellor and to the IHL, along with a list of Entity officers, directors or trustees, by October 15 of each year. The IHL Board's Deputy Commissioner of Finance and Administration shall notify each such Entity of the applicability of the October 15 deadline to such Entity as far in advance of the deadline as possible each year. The CPA firm to be utilized by the Entity must be approved by the IHL Board and all requests for approval of the CPA firm must be submitted to the IHL Board for approval not later than three months prior to the end of the Entity's fiscal year for which the audit will be conducted. Unless approval is specifically granted for multiple years, approval of a firm by the IHL Board for one year does not constitute approval for other years, and requests for approval of the CPA firm must be submitted on an annual basis. However, at the request of RDF, the Vice Chancellor, with the approval of the IHL Board, may grant a request of the Entity to waive the requirement of an annual audit by a CPA firm on a showing of adequate grounds, such as a showing that the assets of the Entity are so limited as to make the expense of engaging a CPA firm to perform an audit financially burdensome to the Entity and unnecessary. Such a waiver

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 258 OF 319

may be conditioned upon such other review of the financial records of the RDF in lieu of an audit as the University and the IHL may deem feasible. Such a request for a waiver must be accompanied by (a) the most recent annual audited financial statements of the RDF (if any such statements exist), (b) the financial statements of the most recently completed fiscal year, (c) a written description of how the RDF anticipates that the year-end financial statements for the current year will differ from the financial statements as of the end of the most recently completed fiscal year, and (d) a good faith estimate of the cost of engaging an auditor with respect to the statements. The granting of any request to waive the requirement of an annual audit by a CPA firm approved by the IHL is within the sole discretion of the University and the IHL Board. Any waiver of the audit requirement will apply only for one year, and any request to waive the requirement for the next year should be submitted as outlined above;

3.11 RDF shall provide to UMMC and IHL by December 1 of each year during the life of this Agreement a list of its officers, directors or trustees. RDF shall contemporaneously submit an annual report to UMMC and to IHL providing a detailed list of supplemental compensation, if any additional compensation is paid, which was submitted to UMMC for the purpose of providing additional compensation to UMMC employees or paid directly to UMMC for use by UMMC to compensate UMMC employees if that compensation is included in UMMC's annual budget.

3.12 RDF agrees it will not provide any form of additional or increased compensation for the Vice Chancellor or any IHL system office employee without the prior approval of the Board and the request for approval shall come through the Commissioner to the IHL Board. As to other Medical Center employees, the RDF will provide no form of additional compensation without the prior approval by the Vice Chancellor. All such approvals by the Vice Chancellor must be reported to the Board of Trustees at its next official meeting. This provision does not apply to transfers to UMMC by RDF that are paid directly to UMMC for use by UMMC to compensate UMMC employees if that compensation is included in UMMC's annual budget. Nothing in this provision prevents RDF from reimbursing a UMMC employee for expenses consistent with policies and procedures established between UMMC and RDF.

3.13 RDF may enter into contracts for professional, advisory, or other professional services in carrying out its duties, but any such contracts entered into after the execution of this Agreement shall not exceed two (2) years.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 259 OF 319**

3.14 RDF shall maintain a conflict of interest policy that complies with all requirements of Miss. Code Ann. §79-11-269 (1972), as amended. Currently, RDF is governed by UMMC's conflict of interest policy, a copy of which is attached to this Agreement as Exhibit B.

3.15 RDF shall provide the Vice Chancellor notice of any regular, annual, or special meetings of the RDF Board of Directors, and the Vice Chancellor or the Vice Chancellor's designee has the right to attend any such meetings.

3.16 RDF further agrees that it may not amend its Articles of Incorporation during the life of this Agreement unless UMMC consents to the proposed amendment.

3.17 UMMC may from time to time make other requests from RDF or seek other assistance from RDF in accomplishing UMMC's mission, and RDF agrees that it will not unreasonably deny any such requests.

3.18 RDF agrees to regularly seek input from UMMC's Vice Chancellor in defining RDF's objectives.

3.19 RDF agrees that the provisions of the affiliation agreement shall apply to any and all entities owned or controlled by RDF, with the exception of a special purpose entity created for the sole and specific purpose of utilization as a financing vehicle for the private financing of university auxiliary facilities by a private developer using the alternate dual-phase design-build privately financed construction method, as specially authorized by Miss. Code Ann. Section 37-101-41, et seq. (1972), as amended. If the use/purpose of any such special purpose entity ever changes, the special purpose entity would then be required to comply with any and all provisions of the affiliation agreement between the University and the Entity which owns or controls the special purpose entity.

3.20 The RDF CEO shall promptly notify the Vice Chancellor of UMMC and IHL, in writing, if any of the following events ("Reportable Events") occur:

1. RDF has materially breached any of its contractual obligations under the agreement;
2. RDF has materially failed to properly receive, apply, manage or disburse any funds or has materially failed to properly comply with any binding instructions from donors relating to those funds;
3. RDF has engaged in any conduct that is prohibited or subject to sanction under state or federal law, including any and all requirements applicable to tax exempt organizations;

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 260 OF 319

4. There has been a failure by RDF or any of its officers and directors to comply with any conflict of interest requirements created by applicable state or federal law or by the governing documents or procedures of RDF;
5. Any state or federal regulatory body begins any investigation of any matter that may have a significant financial or regulatory effect on RDF or upon its status as a tax exempt organization; or
6. RDF has contracted with or entered into any business or pecuniary relationship with any board members, other than a full time employee of RDF, or any foundation controlled directly or indirectly by the board member, which would reasonably be expected to provide for payment of benefits to that person exceeding the value of Fifty Thousand Dollars (\$50,000) in any calendar year. The previous sentence creates a duty for RDF to report any such transaction but does not suggest or imply that such transactions are either prohibited or permitted.

ARTICLE 4. UMMC OBLIGATIONS AND IN-KIND SUPPORT

To assist RDF in discharging its obligations under this Agreement and in development, commercialization, management, financial, and other service, support, and assistance RDF shall provide UMMC in support of its academic, educational, research, and service missions, UMMC grants RDF the following rights:

- 4.1 The designation as an UMMC official affiliated entity.
- 4.2 A non-exclusive, non-transferable license to use UMMC trademarks, service marks, and logos consistent with UMMC policy, including but not limited to a license to use marks developed by UMMC for use by RDF.
- 4.3 An exclusive, transferable license to use UMMC trademarks, service marks, and trade names historically associated with RDF.
- 4.4 When the following costs become material (the RDF begins active fundraising, the RDF establishes an on-campus office and has a .25 FTE employee), UMMC shall provide support services to RDF of the type provided to UMMC departments on a cost reimbursement basis including, but not limited to, utilities, telephone, fiber optic Internet cable connection, custodial services, printing and publication services, motor pool, and, to the extent permitted by law, use of the UMMC campus mail system and protection of the Campus Police.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 261 OF 319**

4.5 UMMC shall provide RDF technical support, expertise, cooperation, and assistance in applying for grants and external funding and in complying with the regulatory and other requirements of governmental agencies and other funding sources.

4.6 UMMC shall provide RDF such other rights, privileges or benefits as the Vice Chancellor may determine will assist RDF in discharging its obligations under this Agreement.

4.7 UMMC, through its Vice Chancellor, will regularly communicate to RDF UMMC's needs and priorities, particularly with respect to UMMC's research objectives, mission, and goals.

ARTICLE 5. COMPLIANCE

5.1 The RDF shall comply with any and all federal and state laws and regulations and shall comply with any compliance, financial, accounting, audit, and regulatory guidelines as may be required by UMMC's governing Board or by granting or funding agencies.

ARTICLE 6. INDEMNIFICATION

6.1 The RDF agrees to and does hereby indemnify and hold harmless UMMC, including its agents and employees from any and all claims, demands, suits or liabilities of any nature, or on account of any of the actions or inactions in or about the leased premises. The RDF agrees to reimburse UMMC and its agents and employees for any expenses incurred by them or as a result of legal action or inaction, including reasonable attorney fees, provided funds are available for such purpose.

ARTICLE 7. INSURANCE

7.1 As previously mentioned, RDF Board members are currently UMMC employees as the goals of RDF are not firmly established and RDF has not began active fundraising. At such time as members of the RDF Board are not UMMC employees and RDF begins active fundraising, RDF shall obtain insurance coverage for General Liability, Automobile Liability Insurance, if applicable, Property Insurance, if applicable, Directors and Officers Liability Insurance and Commercial Excess or Umbrella Coverage.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 262 OF 319

ARTICLE 8. REPORTING

8.1 The RDF shall, within one hundred and twenty (120) days of June 30, the close of UMMC's fiscal year, submit a detailed annual report of the work and financial condition of the RDF to the Vice Chancellor of UMMC, and any other reports as required by the Bylaws of the RDF. Such submissions shall also include a list of RDF officers, directors or trustees. RDF shall submit an annual report providing a detailed list of any supplemental compensation to administrators, faculty, or other UMMC Employees, if any, it being agreed that any such payments shall only be made through UMMC's payroll system and with Vice Chancellor approval. Understanding that no form of additional compensation may be underwritten for the UMMC Vice Chancellor without IHL approval, RDF shall also provide documentation of approval from the IHL of any supplemental compensation provided to the Vice Chancellor. RDF shall furnish all such information to the IHL, if so requested.

8.2 The RDF Secretary-Treasurer shall submit to the Vice Chancellor and the IHL a signed certification statement annually, before January 31 of each year, which affirmatively states that RDF has examined its donor records and business transactions occurring during its fiscal year ending with the prior calendar year, and that to the best of its knowledge, there is no evidence that any Reportable Events occurred, other than those which have been duly reported to the Vice Chancellor of UMMC and the IHL, as required above. In this certification RDF's Secretary-Treasurer shall re-affirm that, in the event he/she becomes aware of such Reportable Events, the RDF Secretary-Treasurer will immediately notify, in writing, the Vice Chancellor of UMMC.

ARTICLE 9. TERMINATION AND RENEWAL

9.1 This Agreement shall expire on December 31, 2015, if not renewed by mutual consent of the parties before that date.

9.2 UMMC may terminate this Agreement without cause with thirty (30) days written notice to RDF and prior approval of IHL, acting upon its minutes.

9.3 UMMC may terminate this Agreement for cause without notice to RDF but with notice to the IHL and prior approval of IHL, acting upon its minutes. RDF may not terminate this agreement without the prior approval of UMMC's Vice Chancellor and the IHL Board.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 263 OF 319**

9.4 If this Agreement is terminated for any reason, including because the Agreement has expired without being renewed, Articles 6, 9.5, and 10 shall survive the termination.

9.5 Upon termination and non-renewal of this Agreement, (1) RDF shall cease to use and shall not assign or delegate the authority to use UMMC's name or registered marks or logos to any person or entity without the prior approval of the Vice Chancellor, (2) RDF shall remit any and all unrestricted funds held for the benefit of UMMC to such entity as designated in writing by the Vice Chancellor on behalf of UMMC, (3) RDF shall work in concert with its donors, to the extent practicable and allowed by law, to move any restricted funds held for the benefit of UMMC to such entity as designated in writing by the Vice Chancellor on behalf of UMMC, (4) RDF shall work in concert with persons or entities with which it had contractual relations to the extent practicable and allowed by law, to assign any contracts to such entity as designated by the UMMC Vice Chancellor; and (5) RDF shall work in concert with UMMC to provide UMMC or its designee with records and materials of RDF as are necessary to continue the business and/or wind up the affairs of RDF.

9.6 UMMC and RDF expect there to exist a cooperative relationship between them. In the event that the UMMC Vice Chancellor determines that such cooperation is not in place and is thus, in the Vice Chancellor's view, detrimental to the well being of UMMC, the Vice Chancellor has the power pursuant to Miss. Code § 37-147-15(2) and Miss. Code § 79-11-245(1) & (7) to elect a new Board each year or to replace the entire RDF Board of Directors, at-will.

ARTICLE 10. MISCELLANEOUS PROVISIONS

10.1 This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the State of Mississippi.

10.2 The parties agree that RDF is an independent entity that is not a part of or controlled by UMMC or its governing board.

10.3 The parties agree that RDF is not the agent or employee of UMMC, and nothing in this Agreement creates an employment or other agency relationship between the parties. However, currently UMMC employees are members of the RDF Board pursuant to IHL approval.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 264 OF 319**

10.4 The parties agree that RDF is a private, independent entity and, as such, is not governed by the IHL. To insure the independence of RDF, no IHL employee shall hold a voting position on the RDF Board. (See section 2.2).

10.5 In performance of this Agreement, RDF shall not deny employment opportunities to any person on the basis of race, color, religion, ethnic group identification, sex, age, physical or mental disability, medical condition, or veteran's status.

10.6 The parties hereto acknowledge that this Agreement sets forth the entire Agreement and understanding of the parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

10.7 The provisions of this Agreement are severable, and in the event that any provisions of this Agreement shall be determined to be invalid or non-enforceable under any controlling body of the law, such invalidity or non-enforceability shall not in any way affect the validity or enforceable nature of the remaining provisions hereof.

10.8 The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and duly executed this agreement the day and year set forth below.

UNIVERSITY OF MISSISSIPPI
MEDICAL CENTER

UNIVERSITY OF MISSISSIPPI
MEDICAL CENTER RESEARCH
DEVELOPMENT FOUNDATION

By: _____
Name: James Keeton
Title: Vice Chancellor for Health Affairs

By: _____
Name: J. Michael Lightsey
Title: Secretary/Treasurer
of UMMC RDF

Date: _____

Date: _____

STAFF RECOMMENDATION: Board staff recommends approval of this item.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 265 OF 319**

24. USM - APPROVAL OF PROPOSED AFFILIATION AGREEMENT BETWEEN UNIVERSITY OF SOUTHERN MISSISSIPPI AND THE UNIVERSITY OF SOUTHERN MISSISSIPPI ATHLETIC FOUNDATION

The University of Southern Mississippi (USM) requests Board approval of the below proposed affiliation agreement between USM and the USM Athletic Foundation. The proposed agreement meets the requirements of Board Policy 301.0806 Foundation/Affiliated Entity Activities.

This Affiliation Agreement (this “Agreement”) is made and entered into effective this 1st day of January, 2011 (the effective date) by and between THE UNIVERSITY OF SOUTHERN MISSISSIPPI, a state institution of higher learning, organized and existing under the laws of the State of Mississippi (the “University”), and THE UNIVERSITY OF SOUTHERN MISSISSIPPI ATHLETIC FOUNDATION, a corporation duly organized under the laws of the State of Mississippi (the “Athletic Foundation”). This agreement is designed to govern the relationship between the University and the Athletic Foundation by setting forth the terms and conditions under which the University will provide certain support and services for the Athletic Foundation and the Athletic Foundation will provide certain support and services for and on behalf of the University.

PREAMBLE

WHEREAS, the Athletic Foundation has been established as a non-profit, educational and charitable organization under Section 501(c)(3) of the Internal Revenue Code of 1986 for the purposes outlined in its Articles of Incorporation dated July 14, 2000;

WHEREAS, the University has the authority and right to enter into agreements with affiliated 501(c)(3), not-for-profit organizations with the approval of its governing board, the Board of Trustees for Institutions of Higher Learning in the State of Mississippi (“IHL”);

WHEREAS, the Athletic Foundation has the responsibility under its mission statement and as a non-profit corporation to use its resources in a responsible and effective manner to further the literary and educational programs of the University and to aid the University’s Department of Intercollegiate Athletics as outlined in its Articles of Incorporation;

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 266 OF 319**

WHEREAS, the University and the Athletic Foundation anticipate that the University will provide the Athletic Foundation with specified services and facilities with which to carry out its responsibilities in exchange for the development, financial, and other service, support, and assistance the Athletic Foundation shall provide the University; and

WHEREAS, the University and the Athletic Foundation desire to define the arrangements concerning services, facilities, premises, and activities as set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the University and the Athletic Foundation do hereby agree, as follows:

ARTICLE 1. PERSONNEL, FACILITIES AND SERVICES

1.1 The Athletic Foundation may utilize, with the approval of the Director of Intercollegiate Athletics ("AD") who also serves as Chief Executive Officer ("CEO") of the Athletic Foundation ("CEO"), which approval shall not be unreasonably withheld, such University administrative, professional, and other employees from time to time as are needed to carry out the purposes of the Athletic Foundation as agreed by the University. The Athletic Foundation may also recommend to the AD/CEO changes in personnel, as necessary, for those University employees who perform work for or under the direction of the Athletic Foundation Board or the Athletic Foundation employees.

1.2 The Athletic Foundation may utilize, with the approval of the AD/CEO, which approval shall not be unreasonably withheld, such University facilities from time to time as are needed to carry out the purposes of the Athletic Foundation as agreed by the University.

ARTICLE 2. ATHLETIC FOUNDATION OBLIGATIONS

2.1 The Athletic Foundation, in cooperation with the University, agrees to use its reasonable best efforts to solicit and develop private and corporate support for the University and its athletics programs and to develop affinity programs to promote affinity and support for the University and its athletics programs. When soliciting support for the benefit of the University, the Athletic Foundation agrees to solicit and/or accept only those gifts that are consistent with the University's missions, goals, and obligations. The Athletic Foundation shall manage all Athletic Foundation funds in its control in a fiscally sound and prudent manner and consistent with the terms of this Agreement.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 267 OF 319**

2.2 The Athletic Foundation agrees to provide in support of the University Department of Intercollegiate Athletics in the current Fiscal Year (for purposes of this Agreement, the Athletic Foundation and the University's Fiscal Year begins each July 1 during the life of this Agreement and ends the following June 30) an amount as mutually agreed upon by the University and the Athletic Foundation no later than July 1 of each year. This may consist of supplemental compensation that has been approved by the AD/CEO and the University President (in which event, the Athletic Foundation agrees to report such approval and supplemental compensation to IHL at its next official meeting), debt service and other expense related to the activities of the Athletic Foundation.

2.3 Prior to the end of each Fiscal Year during this Agreement, the Athletic Foundation shall submit an annual budget for the forthcoming Fiscal Year to the University President.

2.4 The Athletic Foundation agrees to maintain its financial and accounting records separate from the records of the University and in accordance with Generally Accepted Accounting Principles applicable for its industry. The Athletic Foundation agrees to retain all books, accounts, reports, files and other records relating to this Agreement, the operation and management of the Athletic Foundation or any funds contributed to, received by, expended by, or managed by the Athletic Foundation, and to make such records available at all reasonable times for inspection and audit by the University President or his/her designees, during the term of and for a period of five (5) years after the completion of this Agreement. Such records shall be provided at the Athletic Foundation's offices on the University's Hattiesburg Campus, or such other location as designated by the University upon reasonable notice to the Athletic Foundation. To the extent that information is inspected, reviewed or received by the AD/CEO or the University President or his/her designees, with respect to the identity of donors or sponsors who have expressly stated they wish to remain anonymous, with respect to any information relating to the identification, cultivation and solicitation of donors or sponsors with respect to personal, commercial, or proprietary information relating to a donor or his/her family or business, or with respect to any personal, commercial or proprietary information provided to the Athletic Foundation by third parties, such information shall be treated as confidential by the AD/CEO or the University President and by any designee who may review or acquire such information, the University is expected to take appropriate safeguards to assure that such information is utilized or disseminated only in a manner that is appropriate under the circumstances. These same inspection and information rights are also extended to the IHL or its designee when authorized to exercise such rights by the IHL, acting upon its minutes. However, it is understood that the appropriate extent of any disclosure or other use of any confidential, personal, commercial or proprietary information is in the discretion of the

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 268 OF 319

IHL and, further, any such decision to disclose or release any confidential, personal, commercial or proprietary information or information that would identify any particular donor shall be made by the IHL acting upon its minutes.

2.5 The Athletic Foundation agrees that it may only use its resources to further the athletic and educational programs of the University and to aid the University's Department of Intercollegiate Athletics as outlined in its Articles of Incorporation. The Athletic Foundation further agrees that it may not amend its Articles of Incorporation during the life of this Agreement unless the University consents to the proposed amendment. The University agrees, through the University President and the AD/CEO, to keep the Athletic Foundation apprised of the University's needs and priorities. The Athletic Foundation agrees to consider and communicate to the University its ability and plans to fund those needs and priorities.

2.6 The Athletic Foundation agrees to submit annual financial statements, which shall include such detail as the IHL Board may from time to time require. The Athletic Foundation will engage a Certified Public Accounting (CPA) firm to perform the annual audits of the Athletic Foundation's annual financial statements and will submit the audited financial statements, along with a list of Entity officers, directors or trustees, not later than five months (December 1) following the completion of the Athletic Foundation's fiscal year, to the University President and to IHL. On occasion, the annual audited financial statements will be required for inclusion in the State of Mississippi's Comprehensive Annual Financial Report (CAFR). If the Athletic Foundation is required to submit its annual audited financial statements for inclusion in the CAFR, as determined by the IHL Board's Deputy Commissioner of Finance and Administration and the external auditing firm hired to perform the annual IHL system audit, the Athletic Foundation agrees to submit the annual audited financial statements to the affiliated the University President and to the IHL, along with a list of Entity officers, directors or trustees, by October 15 of each year. The IHL Board's Deputy Commissioner of Finance and Administration shall notify the Athletic Foundation of the applicability of the October 15 deadline as far in advance of the deadline as possible each year. The CPA firm to be utilized by the Athletic Foundation must be approved by the IHL Board and all requests for approval of the CPA firm must be submitted to the IHL Board for approval not later than three months (March 30) prior to the end of the Athletic Foundation's fiscal year for which the audit will be conducted. Unless approval is specifically granted for multiple years, approval of a firm by the IHL Board for one year does not constitute approval for other years, and requests for approval of the CPA firm must be submitted on an annual basis. At the request of the Athletic Foundation, the University President, with the approval of the IHL Board, may grant a request made by the Athletic Foundation to waive the requirement of an annual audit by a CPA firm on a showing of adequate

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 269 OF 319**

grounds, such as a showing that the assets of the Athletic Foundation are so limited as to make the expense of engaging a CPA firm to perform an audit financially burdensome and unnecessary. Such a waiver may be conditioned upon such other review of the financial records of the Athletic Foundation in lieu of an audit as the University and the IHL may deem feasible. Such a request for a waiver must be accompanied by (a) the most recent annual audited financial statements of the Athletic Foundation (if any such statements exist), (b) the financial statements of the most recently completed fiscal year, (c) a written description of how the Athletic Foundation anticipates that the year-end financial statements for the current year will differ from the financial statements as of the end of the most recently completed fiscal year, and (d) a good faith estimate of the cost of engaging an auditor with respect to the statements. The granting of any request to waive the requirement of an annual audit by a CPA firm approved by the IHL is within the sole discretion of the University and the IHL Board. Any waiver of the audit requirement will apply only for one year, and any request to waive the requirement for the next year should be submitted as outlined above. The Athletic Foundation shall contemporaneously submit an annual report to the University and to IHL providing a detailed list of supplemental compensation which was submitted to the University for the purpose of providing additional compensation to the University employees or paid directly to University employees at the AD/CEO's request under Article 2.2. This reporting requirement does not apply to transfers to the University by the Athletic Foundation that are paid directly to the University for use by the University to compensate University employees if that compensation is included in the University's annual budget.

2.7 Except as directed by the AD/CEO and approved by the University President under Article 2.2 or Article 2.13 and consistent with applicable laws and regulations as outlined in Article 4, the Athletic Foundation shall provide no benefit or compensation to any University employee. Notwithstanding the foregoing, the Athletic Foundation shall not pay or provide compensation to the University President, to any IHL system office employee, or to the University for the purpose of supplementing the University President's salary without the prior approval of the IHL. Any request for such approval shall come through the Commissioner of the IHL.

2.8 The Athletic Foundation acknowledges and agrees that the University owns all copyright, interest in and right to all trademarks, trade names, logos, and service marks developed by the University for use by the Athletic Foundation, including all such trademarks, service marks, and trade names historically associated with the Athletic Foundation.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 270 OF 319

2.9 The Athletic Foundation shall adopt and maintain a conflict of interest policy that complies with all requirements of Miss. Code Ann. § 79-11-269 as amended from time to time.

2.10 All gifts received by the Athletic Foundation shall be deposited and receipted in a timely manner in accordance with the directive of the donor. Gifts made to the Athletic Foundation shall be accounted for and ownership maintained by the Athletic Foundation. If a situation exists where the Athletic Foundation has accepted a gift intended by the donor or donor representative solely for the University, the Athletic Foundation shall immediately account to the University for the gift.

2.11 As members of the Board of Directors and Executive Committee of the Athletic Foundation, the Athletic Foundation shall provide the AD/CEO and University President notice of any regular, annual, or special meetings of the Athletic Foundation Board of Directors, and the AD/CEO, University President or their designees have the right to attend any such meetings.

2.12 The Athletic Foundation agrees to timely satisfy any and all financial obligations to third parties.

2.13 The Athletic Foundation agrees to manage and support the University Department of Intercollegiate Athletics Courtesy Car/Airplane Program consistent with the policies and guidelines for such program approved by the AD/CEO.

2.14 The AD/CEO may from time to time make other requests from the Athletic Foundation or seek other assistance from the Athletic Foundation in accomplishing the mission of the University Department of Intercollegiate Athletics, and the Athletic Foundation agrees that it will not unreasonably deny any such requests.

2.15 The Athletic Foundation shall provide the University information in the form of an audit reflecting the portion of the cost incurred by the Athletic Foundation utilizing University employees for Athletic Foundation operations with this cost to be reviewed annually by the Athletic Foundation and the University.

2.16 The Athletic Foundation shall provide the University information in the form of an audit reflecting the portion of the expenses the University incurs as a result of the Athletic Foundation operations, including facilities, telephone, mail, and other such services provided on a monthly basis with this cost to be reviewed annually by the Athletic Foundation and the University.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 271 OF 319**

2.17 The Athletic Foundation may enter into contracts for professional, advisory or other personal services in carrying out its duties, but any such contracts entered into after the execution of this Agreement shall not exceed two (2) years.

ARTICLE 3. SEATING PRIORITY AND OTHER IN-KIND SUPPORT

To assist the Athletic Foundation in discharging its obligations under this Agreement and in soliciting, developing, and generating private and corporate support for the University and its athletics programs, the University grants the Athletic Foundation the following rights.

3.1 The exclusive right to assign seating priority at University athletics events, including University football games, home baseball games, women's basketball games, men's basketball games, and other athletics events in the discretion of the AD/CEO.

3.2 The exclusive right to assign parking privileges to park in restricted areas designated by the AD/CEO for certain athletics events, including University football games, baseball games, women's basketball games, men's basketball games, and other athletics events in the discretion of the AD/CEO.

3.3 A non-exclusive, non-transferable license to use the intellectual property of the University including but not limited to trademarks, service marks, and logos consistent with University policy and its contract with Licensing Resource Group, including but not limited to a license to use marks developed by the University for use by the Athletic Foundation.

3.4 An exclusive, transferable license to use the intellectual property of the University including but not limited to trademarks, service marks, and trade names historically associated with the Athletic Foundation or developed by the University for the Athletic Foundation's use.

3.5 The designation as a University official affiliated entity.

3.6 Such other rights, privileges or benefits as the AD/CEO, in the AD/CEO's sole discretion, may determine will assist the Athletic Foundation in discharging its obligations under this Agreement.

3.7 The University shall provide support services to the Athletic Foundation of the type provided to University departments including, but not limited to, utilities, telephone, fiber optic Internet cable connection, custodial services, printing and

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 272 OF 319**

publication services, motor pool, public relations, marketing, technology and, to the extent permitted by law, use of the University mail system and protection of the University Police Department.

3.8 The University shall provide the Athletic Foundation employees and/or University employees assigned to the Athletic Foundation staff identification cards, parking privileges, admission to athletics and entertainment events, and access to the University's library and to its recreation and fitness programs and all other benefits and programs available to University employees at the same rates and under the same terms as those benefits and facilities are made available to the University administrators and other employees.

ARTICLE 4. COMPLIANCE

4.1 The Athletic Foundation shall comply with any and all federal and state laws and regulations and shall comply with any compliance and regulatory guidelines as may be required by IHL, by Conference USA ("C-USA") or by the National Collegiate Athletics Association ("NCAA"). In managing the rights, privileges, and benefits assigned to the Athletic Foundation in Article 3 above, the Athletic Foundation shall include as a condition of any contract or agreement assigning to a third party any of those rights, privileges or benefits, that the rights, privileges or benefits may be withheld if the recipient or prospective recipient has engaged in conduct that the University or the Athletic Foundation reasonably believes to be a violation of C-USA or NCAA rules or legislation.

ARTICLE 5. INSURANCE

5.1 The Athletic Foundation shall maintain insurance coverage as deemed appropriate by the Athletic Foundation's Board of Directors, including but not limited to the bonding of its officers and other appropriate persons and shall maintain Directors and Officers liability insurance on members of its Board of Directors and officers, while performing as such.

ARTICLE 6. REPORTING

6.1 The Athletic Foundation shall, by each December 1 of each year during the life of this Agreement, submit a detailed annual report of the work and financial condition of the Athletic Foundation for the preceding fiscal year to the AD/CEO, to the University President and to IHL, and shall also submit by the same date any other reports as required by this Agreement, by the Bylaws of the Athletic Foundation, by IHL policies or by other applicable law, including but not limited to any and all reports required by Articles 2.2 and 2.6 of this Agreement.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 273 OF 319

6.2 The Athletic Foundation shall promptly notify the University President and the IHL, in writing, if any of the following events (“Reportable Events”) occur:

1. The Athletic Foundation has materially breached any of its contractual obligations under the Agreement;
2. The Athletic Foundation has materially failed to properly receive, apply, manage or disburse any funds or has materially failed to properly comply with any binding instructions from donors relating to those funds;
3. The Athletic Foundation has engaged in any conduct that is prohibited or subject to sanction under state or federal law, including any and all requirements applicable to tax exempt organizations;
4. There has been a failure by the Athletic Foundation or any of its officers and directors to comply with any conflict of interest requirements created by applicable state or federal law or by the governing documents or procedures of the Foundation;
5. Any state or federal regulatory body begins any investigation of any matter that may have a significant financial or regulatory effect on the Athletic Foundation or upon its status as a tax exempt organization; or
6. The Athletic Foundation has contracted with or entered into any business or pecuniary relationship with any of its board members (other than a full time employee of the Athletic Foundation or the AD/CEO as approved by the University President under Article 2.2 or Article 2.13 and consistent with applicable laws and regulations as outlined in Article 4) or any entity controlled directly or indirectly by the board member, which would reasonably be expected to provide for payment or benefits to that person exceeding the value of \$50,000 in any calendar year. The previous sentence creates a duty for the Athletic Foundation to report any such transaction but does not suggest or imply that all such transactions are either prohibited or permitted.

6.3 The Athletic Foundation’s AD/CEO shall submit to the University President and the IHL a signed certification statement annually, before January 31 of each year, which affirmatively states that the Athletic Foundation has examined its donor records and business transactions occurring during its fiscal year ending within the prior calendar year, and that to the best of its knowledge, there is no evidence that any Reportable Events occurred, other than those which have been duly reported to the University President and the IHL, as required in Section 6.2 above. In this certification the Athletic Foundation’s chief executive officer shall re-affirm that, in the event he/she becomes aware of any such Reportable Events, the Athletic Foundation AD/CEO will immediately notify, in writing, the University President.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 274 OF 319**

ARTICLE 7. TERMINATION AND RENEWAL

7.1 This Agreement shall expire on December 31, 2015, if not renewed by mutual consent of the parties before that date.

7.2 The University President may terminate this Agreement without cause with thirty (30) days' prior notice to the Athletic Foundation and prior approval of IHL, acting upon its minutes.

7.3 The University President may terminate this Agreement for cause with no notice to the Athletic Foundation, but with prior notice to the IHL and prior approval of IHL, acting upon its minutes.

7.4 The Athletic Foundation has no right to terminate this Agreement without the consent of the University President and the IHL.

7.5 Upon termination and/or non-renewal of this Agreement, (1) the Athletic Foundation shall cease to use and shall not assign or delegate the authority to use the University's name or registered marks or logos to any person or entity without the written approval of the University President, (2) the Athletic Foundation shall remit any and all unrestricted funds held for the benefit of the University to such entity as designated in writing by the University President on behalf of the University, (3) the Athletic Foundation shall work in concert with its donors, to the extent practicable and allowed by law, to move any restricted funds held for the benefit of the University to such entity as designated in writing by the University President on behalf of the University, (4) the Athletic Foundation shall work in concert with persons or entities with which it had contractual relations to the extent practical and allowed by law, to assign any contracts to such entity as designated by University President; and (5) the Athletic Foundation shall work in concert with the University to provide the University or its designee with records and materials of the Athletic Foundation are necessary to continue the business and/or wind up the affairs of the Athletic Foundation.

7.6 The Athletic Foundation agrees to cease using University's name, marks, and logos in the event that the Athletic Foundation dissolves, ceases to be a non-profit corporation or ceases to be recognized by the Internal Revenue Service as a tax exempt entity under Section 501(c)(3) of the Internal Revenue code.

7.7 The University and the Athletic Foundation have a long history of mutual cooperation and support. Athletic Foundation Board Members shall be elected to terms not to exceed three years and no less than one-third of the Board Members shall be

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 275 OF 319**

elected in a single year. Although a director may be elected to more than one term, the approval process and rotation required shall work to maintain alignment between the Athletic Foundation and the mission of the University. If the University President determines that the relationship between the University and the Athletic Foundation is unduly detrimental to the well being of the University, the President shall notify the Commissioner of Higher Education. The IHL shall then attempt to reconcile the parties, including mediation if advisable. If, however, the IHL determines and notifies the University President that it is in the best interest of the University to substitute new members of the Board of Directors of the Athletic Foundation, the President may direct that at the expiration of a ninety-day period, the terms of office of up to 100 percent of the total number of Directors shall be deemed to have expired. Upon such event, a seven-person Commission shall be selected as follows: 1) one member appointed by the University President, 2) one member appointed by the AD/CEO (or Acting AD/CEO), 3) one member appointed by the IHL, 4) one member appointed by The University of Southern Mississippi Alumni Association, 5) one member appointed by The University of Southern Mississippi Foundation, and 6 and 7) two members selected by a majority vote of then living and competent individuals (not including entities such as corporations or foundations) who are members of the Circle of Champions and higher donor groups within the Athletic Foundation, or then existing equivalent donor group or groups with a lifetime giving of \$100,000 or greater by whatever name. The Commission shall then appoint within the ninety-day period, by majority vote, members, which may include former Athletic Foundation Board Directors, to the Athletic Foundation Board of Directors to replace the Directors whose terms shall be deemed to have expired. The reconstituted Board of Directors shall then elect new officers of the Athletic Foundation. In the unlikely event that the Commission, as described above, shall appoint a new Board of Directors for the Athletic Foundation, it is expressly understood that any, or all, of the previous Athletic Foundation Board members may be recommended by this Commission to serve on the new Athletic Foundation Board of Directors.

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the State of Mississippi.

8.2 The parties agree that the Athletic Foundation is not the agent or employee of the University and nothing in this Agreement creates an employment or other agency relationship between the parties.

8.3 Neither the University nor the Athletic Foundation shall have any liability for the obligations of the other party.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 276 OF 319**

8.4 The parties agree that the Athletic Foundation is a private, independent entity and, as such, is not governed by the IHL. To insure the independence of the Athletic Foundation, no IHL employee shall hold a voting position on the Athletic Foundation Board. Senior University administrators should only participate on the Athletic Foundation's Board, if at all, in an ex-officio, non-voting capacity. The IHL may allow, upon written request by the University, exceptions to this restriction regarding IHL/University employees.

8.5 The University and the Athletic Foundation agree that the Athletic Foundation's donor and giving records and any other financial or commercial information possessed by the Athletic Foundation or provided by the Athletic Foundation to the University concerning individuals or corporations that provide the Athletic Foundation financial support are confidential and proprietary. Unless required to disclose such information by applicable law and except as provided otherwise in Section 2.4 of this Agreement with respect to actions by IHL acting upon its minutes, the University and the Athletic Foundation agree not to disclose to third parties and to keep confidential the giving records, giving history, and financial or commercial information of individuals and corporations that provide financial support to the Athletic Foundation.

8.6 In the performance of this Agreement, the Athletic Foundation shall not deny employment opportunities to any person on the basis of race, color, religion, ethnic group identification, sexual orientation, sex, age, physical or mental disability, medical condition, or veteran's status.

8.7 The parties hereto acknowledge that this Agreement sets forth the entire Agreement and understanding of the parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

8.8 The provision of this Agreement are severable, and in the event that any provisions of this Agreement shall be determined to be invalid or non-enforceable under any controlling body of the law, such invalidity or non-enforceability shall not in any way affect the validity or enforceable nature of the remaining provisions hereof.

8.9 The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 277 OF 319**

8.10 The Athletic Foundation's obligations pursuant to this Agreement shall also extend, as applicable, to any entity it owns or controls with the exception of a special purpose entity created for the sole and specific purpose of utilization as a financing vehicle for the private financing of University auxiliary facilities by a private developer using the alternate dual-phase design-build privately financed construction method, as specially authorized by Miss. Code Ann. Section 37-101-41, et seq. (1972), as amended. If the use/purpose of any such special purpose entity ever changes, the special purpose entity would then be required to comply with any and all provisions of the affiliation agreement between the University and the Association.

8.11 This Agreement shall not be assigned or otherwise transferred by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

ARTICLE 9. NOTICE

9.1 Any notice to either party hereunder shall be in writing signed by the party given it and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified or overnight mail, or when sent by Federal Express or a comparable service, or hand-delivered, when addressed as follows:

To the University:
Martha D. Saunders
President
The University of Southern Mississippi
118 College Drive, #5001
Hattiesburg, Mississippi 39406

To the Athletic Foundation:
Richard C. Giannini
Chief Executive Officer
Southern Miss Athletic Foundation
118 College Drive, #5017
Hattiesburg, Mississippi 39406

or to such other addressee as may be hereafter designated by written notice.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and duly executed this Agreement effective the 1st day of January, 2011.

THE UNIVERSITY OF SOUTHERN MISSISSIPPI

By: _____
Martha D. Saunders, President

THE UNIVERSITY OF SOUTHERN
MISSISSIPPI ATHLETIC FOUNDATION

By: _____
Victor J. Roberts, President

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 278 OF 319**

ACKNOWLEDGMENT

State of Mississippi
County of Forrest

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Martha D. Saunders, known by me to be the President of The University of Southern Mississippi, who executed the aforesaid Agreement, on this the _____ day of _____, 2011, on behalf of The University of Southern Mississippi being duly authorized so to do.

Notary Public

My Commission Expires:

ACKNOWLEDGMENT

State of Mississippi
County of Forrest

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Victor J. Roberts, known by me to be the President of The University of Southern Mississippi Athletic Foundation, who executed the aforesaid Agreement on this the _____ day of _____, 2011, for and on behalf of The University of Southern Mississippi Athletic Foundation, being duly authorized so to do.

Notary Public

My Commission Expires:

STAFF RECOMMENDATION: Board staff recommends approval of this item.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 279 OF 319**

25. USM - APPROVAL OF PROPOSED AFFILIATION AGREEMENT BETWEEN UNIVERSITY OF SOUTHERN MISSISSIPPI AND THE UNIVERSITY OF SOUTHERN MISSISSIPPI RESEARCH FOUNDATION

The University of Southern Mississippi (USM) requests Board approval of the below proposed affiliation agreement between USM and the USM Research Foundation. The proposed agreement meets the requirements of Board Policy 301.0806 Foundation/Affiliated Entity Activities.

This Agreement is made into on this, the 1st day of January, 2011, by and between The University of Southern Mississippi (“University”) and The University of Southern Mississippi Research Foundation (“Research Foundation”).

1. Relationship of Parties. The Research Foundation is a not-for-profit corporation organized under the laws of the State of Mississippi. In accordance with its Articles of Incorporation, the Research Foundation is administered and operated exclusively for the benefit of the University. However, the Research Foundation is neither a subsidiary nor an affiliate of the University and is not directly or indirectly controlled by the University. In recognizing that each is an independent entity, the University and the Research Foundation agree and acknowledge that:
 - A. The independent Board of Directors of the Research Foundation is entitled to make all decisions regarding the business and affairs of the Research Foundation.
 - B. The assets of the Research Foundation are the exclusive property of the Research Foundation and do not belong to the University.
 - C. The resources of the Research Foundation are committed and disbursed at the discretion of the Research Foundation’s Board of Directors in accordance with Research Foundation policy developed and updated as needed in cooperation with the University.
 - D. Neither party will be liable, nor will be held out by the other as liable, for any of the other’s contracts, torts, or other acts or omissions, or those of the other’s trustees, directors, officers, members, staff or activity participants.
 - E. Transactions between the University and Research Foundation shall meet the normal tests for ordinary business transactions, including proper

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 280 OF 319

documentation and necessary approvals. Special attention shall be given to avoid direct or indirect conflicts of interest between the University and the Research Foundation and those with whom the Research Foundation does business. After the execution of this Agreement, the Research Foundation may not enter into any contracts for professional, advisory or other personal services for a period in excess of two (2) years.

- F. As a university research foundation formed pursuant to Miss. Code Ann. Section 37-147-15 (1972), as amended, the Research Foundation's Board of Directors shall be appointed by the President of the University in accordance with state law. Further, the President or her designee and the Vice President for Research of the University shall be seated as ex-officio non-voting members of the Research Foundation Board of Directors. Both shall communicate to the Research Foundation Board of Directors the needs and priorities of the University as such relate to the functions of the Research Foundation.
- G. The Research Foundation is granted non-exclusive use of the name "The University of Southern Mississippi Research Foundation" and/or "USM Research Foundation," but shall operate under its own seal. The Research Foundation acknowledges and agrees that the University owns all copyright, interest in and right to all trademarks, trade names, logos, and service marks developed by the University for use by the Research Foundation, including all such trademarks, service marks, and trade names historically associated with the Research Foundation. Any use of such trademarks, etc., by the Research Foundation shall be consistent and in conformity with any and all policies and contracts of the University.
- H. The Research Foundation may utilize, with the approval of the President of the University, which approval shall not be unreasonably withheld, such University administrative, professional, and other employees from time to time as are needed to carry out the purposes of the Research Foundation as agreed by the University. The Research Foundation may also recommend to the President of the University changes in personnel, as necessary, for those University employees who perform work for or under the direction of Research Foundation Board of Directors.
- I. The Research Foundation understands and agrees that the provisions of this agreement shall apply to any and all entities owned or controlled by the Research Foundation, with the exception of a special purpose entity

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 281 OF 319

created for the sole and specific purpose of utilization as a financing vehicle for the private financing of university auxiliary facilities by a private developer using the alternate dual-phase design-build privately financed construction method, as specifically authorized by Miss. Code Ann. Section 37-101-41, et seq. (1972), as amended. If the use/purpose of any such special purpose entity ever changes, the special purpose entity would then be required to comply with any and all provisions of this agreement.

2. Research Foundation Services. The services to be performed by the Research Foundation hereunder shall include, but not be limited to:
 - A. The Research Foundation shall be responsible for conducting on behalf of the University, as specifically requested by the University, research projects as defined and funded according to contract between them. Such project contracts shall comply with state and federal regulations governing research and sponsored programs. The Research Foundation shall consult and coordinate with the University regarding the Research Foundation's means and methods for conducting these programs. In its operations and in its performance of services for the University, the Research Foundation shall comply with all applicable state and federal law.
 - B. For consideration, the Research Foundation may provide to the University management of intellectual property, management of real property, and management of grants and contracts coming from industrial and private sources. Consideration for grants and contracts coming from industrial and private sources may include administrative fees up to 50% of those paid by sponsors. Consideration for real property management or intellectual property management for each portfolio shall be defined and funded according to a separate contract and may include contingency and commission arrangements.
3. University Obligations. For all services rendered by the Research Foundation under this Agreement, and in consideration of the agreements of the Research Foundation contained herein, the University shall, at no additional cost to the Research Foundation, during the term of this Agreement:
 - A. Provide to the Research Foundation all personnel necessary for the performance of its duties under this Agreement; the compensation of such personnel, together with all fringe benefits, employment taxes, and other

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 282 OF 319

costs thereof, shall be set and paid by the University. All such personnel shall be under the full supervision and control of the University and shall for all purposes be considered employees of the University.

- B. Provide an annual education and general fund operating budget to pay personnel and operating costs of the Research Foundation as consideration for services to be rendered. The Research Foundation may negotiate on an annual basis through the University's budget process any revisions to the operating budget.
 - C. Provide offices and utilities adequate for the performance of the services required hereunder.
 - D. Provide technology support services as well as online access to such University files as are relevant to the business and purpose of the Research Foundation.
 - E. Provide, at normal rates (where applicable), access to auxiliary services, including printing, mailing, audio-visual, events-scheduling and related facilities.
 - F. Reimburse the Research Foundation for certain reasonable business expenses which the Research Foundation may incur on the University's behalf.
4. Financial Statements.
- A. At least thirty days before the end of each Fiscal Year during this Agreement, the Research Foundation shall submit an annual budget for the forthcoming Fiscal Year to the President or her designee.
 - B. The Research Foundation agrees to maintain its financial and accounting records separate from the records of University and in accordance with generally accepted accounting principles. The Research Foundation agrees to manage all funds in its control in a fiscally sound and prudent manner and retain all books, accounts, reports, files and other records relating to this Agreement, the operation and management of the Research Foundation or any funds contributed to, received by, expended by, or managed by the Research Foundation, and to make such records available at all reasonable times for inspection and audit by the President or her designees, during the term of and for a period of five years after the

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 283 OF 319

completion of this Agreement. Such records shall be provided at such locations as designated by University upon reasonable notice to the Research Foundation. To the extent that information is inspected, reviewed or received by the President or her designees, with respect to the identity of donors or members who have expressly stated they wish to remain anonymous, with respect to any information relating to the identification, cultivation and solicitation of donors or members, with respect to personal information relating to a donor or member or his/her family business, or with respect to any personal, commercial or proprietary information provided to the Research Foundation by third parties, such information shall be treated as confidential by the President and by any designee who may review or acquire such information. University is expected to take appropriate safeguards to assure that such information is utilized or disseminated only in a manner that is appropriate under the circumstances. If upon such inspection or audit University determines that University funds or resources have been expended for purposes inconsistent with this Agreement, the Research Foundation, upon demand by University, shall reimburse University for such misused funds, and University shall have all rights provided by law, including the right to suspend further provision of resources under this Agreement and to terminate this Agreement. These same inspection and information rights are also extended to the IHL or its designee when authorized to exercise such rights by the IHL acting upon its minutes. However, it is understood that the appropriate extent of any disclosure or other use of any confidential, personal, commercial or proprietary information is in the discretion of the IHL, and further, any such decision to disclose or release any confidential, personal or proprietary information or information that would identify any particular donor or members shall be made by the IHL acting upon its minutes.

- C. The Research Foundation agrees to cause to be prepared annual financial statements of the condition of the Research Foundation, which shall include such detail as the IHL Board may from time to time require. The Research Foundation also agrees to engage a certified public accounting firm to perform audits of its annual financial statements. The Research Foundation agrees to submit the audited financial statements, along with a list of Research Foundation officers, directors and/or trustees, not later than five months following the completion of the Research Foundation's fiscal year, to the President of USM and to IHL. However, the annual audited financial statements may be required for inclusion in the State of

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 284 OF 319

Mississippi's Comprehensive Annual Financial Report (CAFR). If so, the Research Foundation will be required to submit annual audited financial statements for inclusion in the CAFR, as determined by the IHL Board's Deputy Commissioner for Finance and Administration and the external auditing firm hired to perform the annual IHL system audit, by October 15 of each year. The IHL Deputy Commissioner of Finance and Administration shall notify the Research Foundation of the applicability of such October 15 deadline to the Research Foundation as far in advance of the deadline as possible each year. The CPA firm to be utilized by the Research Foundation must be approved by the IHL Board and all requests for approval of the CPA firm must be submitted to the IHL Board for its approval not later than three months prior to the end of the Research Foundation's fiscal year for which the audit will be conducted. Unless approval of is specifically granted for multiple years, approval by the IHL Board for one year does not constitute approval for other years, and requests for approval of the CPA firm must be submitted on an annual basis. However, at the request of the Research Foundation, the USM President, with the approval of the IHL Board, may grant a request to waive the requirement of an annual audit by a CPA firm on a showing of adequate grounds, such as a showing that the assets of the Research Foundation are so limited as to make the expense of the engaging of a CPA firm to perform the audit financially burdensome to the Research Foundation and unnecessary. Such a waiver may be conditioned upon such other review of the financial records of the Research Foundation in lieu of an audit as the University and the IHL may deem feasible. Such a request for a waiver must be accompanied by (a) the most recent annual audited financial statements of the Research Foundation (if any such statements exist), (b) the financial statements of the most recently completed fiscal year, (c) a written description of how the Research Foundation anticipates that the year-end financial statements for the current fiscal year will differ from the financial statements as of the end of the most recently completed fiscal year, and (d) a good faith estimate of the cost of engaging an auditor with respect to the statements. The granting of any request to waive the requirement of an annual audit by a CPA firm approved by the IHL is within the sole discretion of the University and the IHL Board. Any waiver of the audit requirement will apply only for one year, and any request to waive the requirement for the next year should be submitted as outlined above. The Research Foundation shall also submit an annual report to University and to the IHL providing a detailed list of supplemental compensation which was

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 285 OF 319

submitted to University for the purpose of providing additional compensation to University employees or paid directly to University employees. This reporting requirement regarding supplemental compensation does not apply to transfers to University by the Research Foundation that are paid directly to University for use by University to compensate University employees if that compensation is included in University's annual budget.

- D. The Research Foundation may not provide or pay compensation to any University employee without prior approval of the President, and any such approval shall be reported to the IHL by the Research Foundation at the IHL's next meeting. This provision does not apply to transfers to University by the Research Foundation that are paid directly to University for use by University to compensate University employees if that compensation is included in University's annual budget. Nothing in this provision prevents, however, the Research Foundation from reimbursing a University employee for expenses consistent with policies or procedures established between University and Foundation.
 - E. The Research Foundation shall adopt and maintain a conflict of interest policy that complies with all requirements of Miss Code Ann § 79-11-269 (1972), as amended from time to time.
 - F. The Research Foundation shall provide the University President notice of any regular, annual, or special meetings of the Research Foundation Board of Directors, and the President or her designee has the right to attend any such meetings.
 - G. The Research Foundation agrees to timely satisfy any and all financial, audit, and accounting obligations to third parties, including but not limited to any requirements of any funding or grant awarding agencies.
 - H. The Research Foundation further agrees that it may not amend its Articles of Incorporation during the life of this Agreement unless University consents to the proposed amendment.
5. Confidential Records. Certain information maintained in furtherance of the Research Foundation's activities is recognized to be the property of the Research Foundation and as such is confidential whether in paper or electronic format. The parties acknowledge that the Research Foundation's electronic records are the exclusive property of the Research Foundation, regardless of the server or

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 286 OF 319

computer on which the records reside. To the extent information shared with the University may be protected from disclosure, the University will take all necessary action to protect such information under available statutory exceptions if disclosure would result in a breach of confidence by the Research Foundation or public disclosure of private information.

6. Communications. The President of the University or her designee shall be responsible for communicating to the Research Foundation priorities and long-term plans of the University. The parties shall work together to encourage communications between members of the Board of Trustees of State Institutions of Higher Learning and the Board of Directors of the Research Foundation to include periodic meetings between the members of the Board of Trustees, the President of the Research Foundation, and the President of the University. To provide the Directors with the appropriate information to assist them in the proper execution of their duties and responsibilities as the Board of Directors of the Research Foundation, the University shall furnish the Research Foundation reports, schedules and records as may be requested by the Research Foundation, and the Directors of the Research Foundation will seek input from the President of the University or her designee in defining major needs and priorities.

7. Gift Receipting and Ownership. Gifts made to the University shall be accounted for and ownership maintained by the University; gifts made to the Research Foundation shall be accounted for and ownership maintained by the Research Foundation. However, checks made payable to the University will be transferred to the Research Foundation if a gift agreement, pledge or expectance exists between the donor or sponsor and the Research Foundation. If a check is made payable to the University and no gift agreement, pledge, or expectancy exists between the Research Foundation and the donor or sponsor, the donor or sponsor will be contacted to clarify his intent. The intent expressed by the donor or sponsor will then control the delivery and ownership of the funds. The Research Foundation shall only accept or solicit gifts for the benefit of the University which are consistent with the mission, goals or objectives of the University.

8. Independent Contractor. It is understood and agreed that the Research Foundation, its officers, employees, and agents, if any, shall act solely in the capacity of an independent contractor and not as employees of or agents for the University.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 287 OF 319

9. Research Foundation Funding. The Research Foundation may impose charges against managed funds, assess fees for services or use a percentage of its unrestricted funds to support its operations.

10. Term of Agreement.
 - A. The agreement terminates the February 15, 2006, affiliation agreement between the parties.

 - B. The term of this agreement shall be from the January 1, 2011, until December 31, 2011, and shall continue thereafter from year to year.

 - C. University may terminate this agreement without cause with thirty (30) days written notice to the Research Foundation and prior approval of IHL. University may terminate this agreement for cause without notice to the Research Foundation but with notice to IHL and prior approval of IHL. The Research Foundation may not terminate this agreement without the written approval of the President of the University and IHL.

 - D. Upon termination and/or non-renewal of this agreement, (1) the Research Foundation shall cease to use and shall not assign or delegate the authority to use University's name or registered marks or logos to any person or entity without the written approval of the University President, (2) the Research Foundation shall remit any and all unrestricted funds held for the benefit of University to such entity as designated in writing by the President on behalf of University, (3) the Research Foundation shall work in concert with its members and/or donors, to the extent practicable and allowed by law, to move any restricted funds held for the benefit of University to such entity as designated in writing by the President on behalf of University, (4) the Research Foundation shall work in concert with persons or entities with which it had contractual relations to the extent practical and allowed by law, to assign any contracts to such entity as designated by President; and (5) the Research Foundation shall work in concert with University to provide University or its designee with records and materials of the Research Foundation necessary to continue the business and/or wind up the affairs of the Research Foundation.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 288 OF 319**

11. Reporting.

- A. The Research Foundation shall, by each December 1 of each year during the life of this agreement submit a detailed annual report of the work and financial condition of the Research Foundation for the preceding fiscal year to the President, and shall also submit by the same date any other reports as required by this agreement, by the Bylaws of the Research Foundation, by IHL policies or by other applicable law, including but not limited to any and all reports required by this agreement.

- B. The Research Foundation shall promptly notify the University President and the IHL, in writing, if any of the following events (“Reportable Events”) occur:
 - 1. Research Foundation has materially breached any of its contractual obligations under the Agreement;
 - 2. Research Foundation has materially failed to properly receive, apply, manage or disburse any funds or has materially failed to properly comply with any binding instructions from donors relating to those funds;
 - 3. Research Foundation has engaged in any conduct that is prohibited or subject to sanction under state or federal law, including any and all requirements applicable to tax exempt organizations;
 - 4. There has been a failure by Research Foundation or any of its officers and directors to comply with any conflict of interest requirements created by applicable state or federal law or by the governing documents or procedures of Foundation;
 - 5. Any state or federal regulatory body begins any investigation of any matter that may have a significant financial or regulatory effect on Research Foundation or upon its status as a tax exempt organization; or
 - 6. Research Foundation has contracted with or entered into any business or pecuniary relationship with any of its board members, other than a full time employee of Research Foundation, or any entity controlled directly or indirectly by the board member, which would reasonably be expected to provide for payment or benefits

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 289 OF 319

to that person exceeding the value of \$50,000 in any calendar year;
The previous sentence creates a duty for the Research Foundation
to report any such transaction but does not suggest or imply that all
such transactions are either prohibited or permitted.

- C. The Research Foundation's President shall submit to the President of the University and to the IHL a signed certification statement annually, before January 31 of each year, which affirmatively states that the Research Foundation has examined its donor records and business transactions occurring during its fiscal year ending within the prior calendar year, and that to the best of its knowledge, there is no evidence that any Reportable Events occurred, other than those which have been duly reported to the University President and IHL, as required in above. In this certification the Research Foundation's President shall re-affirm that, in the event he becomes aware of any such Reportable Events, the Research Foundation's President will immediately notify, in writing, the University President.

12. Notices. Any notice, request, demand, or other communication permitted to be given hereunder shall be in writing and shall be deemed to be duly given when personally delivered to an officer of the Research Foundation or the President of the University, as the case may be, or when deposited in the United States mail, by certified or registered mail, return receipt requested, postage prepaid, at the respective addresses of the Research Foundation and the University as shown below, or to such other addresses as either party shall designate by written notice to the other:

As to the
University: President
The University of Southern Mississippi
118 College Drive #5001
Hattiesburg, MS 39406

As to the Research
Foundation: President, Board of Directors
The University of Southern Mississippi
Research Foundation
118 College Drive #8959
Hattiesburg, MS 39406

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 290 OF 319

13. Assignment. Neither this Agreement nor any interest herein may be assigned, transferred, or conveyed in whole or in part.
14. Applicable Law. This Agreement shall be construed, interpreted and the rights and duties of the parties determined in accordance with the laws of the State of Mississippi.
15. Activities. The Research Foundation agrees to perform the activities described herein requested by the University and shall not hold an exclusive right to similar activities.
16. Compliance. The Research Foundation shall comply with any and all federal and state laws and regulations and shall comply with any compliance, financial, accounting, audit, and regulatory guidelines as may be required by University's governing Board or by granting or funding agencies.
17. Additional Compensation. No form of additional compensation for the University President or IHL system office each year may be underwritten or paid by the Research Foundation without the approval of the IHL Board. No form of additional compensation may be paid or underwritten by the Research Foundation without the prior written approval of the University President. The President of the University shall make all necessary reports to the Commissioner of Higher Education concerning supplemental compensation made by the Research Foundation to any employee of the University or of the Board.
18. Waiver. A waiver by either party of any of the terms and conditions of this Agreement in any instance shall not be deemed or construed to be a waiver of such term of condition for the future, or any subsequent breach thereof, or of any other term and condition of this Agreement.
19. Severability. If any provisions of the Agreement shall, for any reason, be held to violate any applicable law, and so much of the Agreement is held to be unenforceable, then the invalidity of such specific provision shall not be held to invalidate any other provisions, which shall remain in full force and effect.
20. Indemnification. The Research Foundation agrees to indemnify and hold harmless University, including its agents and employees from any and all claims, demands, suits, or liabilities of any nature, or on account of any of the actions or inactions in or about the licensed premises. The Research Foundation agrees to reimburse University and its agents and employees for any expenses incurred by

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 291 OF 319**

them or as a result of legal action or inaction, including reasonable attorney fees, provided funds are available for such purpose.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year indicated herein below

Dr. Martha D. Saunders, President
The University of Southern Mississippi

Jon Mark Weathers, President
The University of Southern
Mississippi Research Foundation

Date: _____

Date: _____

STAFF RECOMMENDATION: Board staff recommends approval of this item.

26. USM - APPROVAL OF PROPOSED AFFILIATION AGREEMENT BETWEEN UNIVERSITY OF SOUTHERN MISSISSIPPI AND THE UNIVERSITY OF SOUTHERN MISSISSIPPI ALUMNI ASSOCIATION

The University of Southern Mississippi (USM) requests Board approval of the below proposed affiliation agreement between USM and the USM Alumni Association. The proposed agreement meets the requirements of Board Policy 301.0806 Foundation/Affiliated Entity Activities.

This Affiliation Agreement (this "Agreement") is made and entered into this 1st day of January, 2011 (the effective date) by and between THE UNIVERSITY OF SOUTHERN MISSISSIPPI, a state institution of higher learning, organized and existing under the laws of the State of Mississippi (the "University"), and THE UNIVERSITY OF SOUTHERN MISSISSIPPI ALUMNI ASSOCIATION, a not-for-profit corporation duly organized under the laws of the State of Mississippi (the "Association"). This agreement is designed to govern the relationship between the University and the Association by setting forth the terms and conditions under which the University will provide certain support and services for the Association and the Association will provide certain support and services for and on behalf of the University.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 292 OF 319**

RECITALS

1. The University is a state institution of higher learning established pursuant to the laws of the State of Mississippi.

2. The Association has been established as a non-profit, educational and charitable organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, for the purposes outlined in its Charter of Incorporation dated December 12, 1955.

3. The University must enter an affiliation agreement with the Association as required by the Board of Trustees of the State Institutions of Higher Learning ("IHL"), as set forth in IHL Policy 301.0806.

4. The University has a strong interest in maintaining a favorable relationship with its graduates, former students, and friends of the University.

5. The Association serves the University and promotes its mission by among other things, attracting, organizing, and encouraging graduates, former students, and friends throughout Mississippi and the world to advance the University's mission and by fostering, encouraging, establishing, and maintaining affinity, loyalty, community, and relationships among the University, its alumni, former students, and its friends.

6. The University and the Association have a history of interaction and cooperation that has served the interests of the University.

7. The Association has the responsibility as an affiliated entity to use its resources in a responsible and effective manner to further the mission of the University and to support the University.

8. The University and the Association anticipate that the University will provide the Association with specified services and facilities with which to carry out its responsibilities in exchange for the development, financial, and other services, support, and assistance the Association shall provide the University.

9. The University and the Association desire to define the arrangements concerning services, facilities, premises, and activities as set forth in this agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the University and the Association do hereby agree, as follows:

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 293 OF 319**

ARTICLE 1. PERSONNEL AND SERVICES

1.1 The Association may utilize, with the approval of the President of the University, such University administrative, professional, and other employees from time to time as are needed to carry out the purposes of the Association as agreed by the University.

ARTICLE 2. ASSOCIATION OBLIGATIONS

2.1 The Association agrees to provide an organizational framework for volunteer service to the University through local alumni chapters, constituent societies, and other special interest alumni groups. The Association will serve as the most widely accessible medium for graduates, former students, and friends of the University to maintain relationships with the University. Nothing in this Agreement shall be construed to give the Association control of or authority over other affiliates supporting the University and its constituent units. The Association will work cooperatively and in good faith with these organizations to promote the interests of the University and its relationship with its alumni.

2.2 The Association agrees to assist the University in developing and supporting programs and services, including, but not limited to, administration, maintenance, and enhancement of the alumni database; development of University traditions; publication of the alumni magazine; coordination of homecoming and reunion programs; participation in advocacy and other advancement endeavors; maintenance of programs serving the University's student population; and participation in scholarship programs, award recognition programs, student recruitment programs, and special events.

2.3 The Association agrees to provide volunteers to serve the University.

2.4 The Association agrees that it may only use its resources to advance the University's mission as outlined in its Articles of Incorporation.

2.5 The University may from time to time make other requests from the Association or seek other assistance from the Association in accomplishing the mission of the University, and the Association agrees that it will not unreasonably deny any such requests for assistance.

2.6 The Association shall reimburse the University for expenses the University incurs as a result of the Association's operations if those expenses would not otherwise have been incurred by the University.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 294 OF 319

2.7 To assure that the resources and services provided by the University are expended for the ultimate benefit of the University, as long as this Agreement is in effect, the Association shall provide an annual report to the President of the University, including the following information:

1. How University resources and services were used, and the benefits (both financial and intangible) to the University arising from that use.
2. A description of proposed activities for the coming year. The description shall be developed with input from the Executive Director of the Alumni Association and subject to approval by the University President.
3. The Association's current financial policies, procedures and controls, if any, including but not limited to those set forth in its Bylaws and Articles of Incorporation.

2.8 The University's Office of Alumni Affairs will provide an opportunity for the Association to participate in setting goals for the Association in conjunction with the University's goals and priorities.

2.9 Before the end of each Fiscal Year during this Agreement, the Association shall submit an annual budget for the forthcoming Fiscal Year to the University President.

2.10 The Association agrees to manage all funds in its control in a fiscally sound and prudent manner.

2.11 The Association agrees to maintain its financial and accounting records separate from the records of the University and in accordance with Generally Accepted Accounting Principles applicable for its industry. The Association agrees to retain all books, accounts, reports, files and other records of the Association relating to this Agreement, the operation and management of the Association or any funds contributed to, received by, expended by, or managed by the Association, and to make such records available at all reasonable times for inspection and audit by the President or his/her designees, during the term of and for a period of three (3) years after the completion of this Agreement. Such records shall be provided at the University's Alumni Office on the University's Hattiesburg Campus, or such other location as designated by the University upon reasonable notice to the Association. To the extent that information is inspected, reviewed or received by the President or his/her designees, with respect to the identity of donors, sponsors, or members who have expressly stated they wish to remain anonymous,

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 295 OF 319

with respect to any information relating to the identification, cultivation and solicitation of donors, sponsors, or members, with respect to personal, commercial, or proprietary information relating to a donor or member or his/her family or business, or with respect to any personal, commercial or proprietary information provided to the Association by third parties, such information shall be treated as confidential by the President and by any designee who may review or acquire such information. The University is expected to take appropriate safeguards to assure that such information is utilized or disseminated only in a manner that is appropriate under the circumstances. If upon such inspection or audit the University determines that University funds or resources have been expended for purposes inconsistent with this Agreement, the Association, upon demand by the University, shall reimburse the University for such misused funds, and the University shall have all rights provided by law, including the right to suspend further provision of resources under this Agreement and to terminate this Agreement. These same inspection and information rights are also extended to the IHL or its designee when authorized to exercise such rights by the IHL acting upon its minutes. However, it is understood that the appropriate extent of any disclosure or other use of any confidential, personal, commercial or proprietary information is in the discretion of the IHL, and further, any such decision to disclose or release any confidential, personal, commercial or proprietary information or information that would identify any particular donor or members shall be made by the IHL acting upon its minutes.

2.12 The Association agrees to submit annual financial statements, which shall include such detail as the IHL Board may from time to time require. The Association will engage a Certified Public Accounting (CPA) firm to perform the annual audits of the Association's annual financial statements and will submit the audited financial statements, along with a list of Entity officers, directors or trustees, not later than five months (December 1) following the completion of the Association's fiscal year, to the University President and to IHL. On occasion, the annual audited financial statements will be required for inclusion in the State of Mississippi's Comprehensive Annual Financial Report (CAFR). If the Association is required to submit its annual audited financial statements for inclusion in the CAFR, as determined by the IHL Board's Deputy Commissioner of Finance and Administration and the external auditing firm hired to perform the annual IHL system audit, the Association agrees to submit the annual audited financial statements to the affiliated, the University President and to the IHL, along with a list of Entity officers, directors or trustees by October 15 of each year. The IHL Board's Deputy Commissioner of Finance and Administration shall notify the Association of the applicability of the October 15 deadline as far in advance of the deadline as possible each year. The CPA firm to be utilized by the Association must be approved by the IHL Board and all requests for approval of the CPA firm must be submitted to the IHL Board for approval not later than three months prior to the end of the Association's fiscal year for

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 296 OF 319

which the audit will be conducted. Unless approval is specifically granted for multiple years, approval of a firm by the IHL Board for one year does not constitute approval for other years, and requests for approval of the CPA firm must be submitted on an annual basis. At the request of the Association, the University President, with the approval of the IHL Board may grant a request made by the Association to waive the requirement of an annual audit by a CPA firm on a showing of adequate grounds, such as a showing that the assets of the Association are so limited as to make the expense of engaging a CPA firm to perform an audit financially burdensome and unnecessary. Such a waiver may be conditioned upon such other review of the financial records of the Association in lieu of an audit as the University and the IHL may deem feasible. Such a request for a waiver must be accompanied by (a) the most recent annual audited financial statements of the Association (if any such statements exist), (b) the financial statements of the most recently completed fiscal year, (c) a written description of how the Association anticipates that the year-end financial statements for the current year will differ from the financial statements as of the end of the most recently completed fiscal year, and (d) a good faith estimate of the cost of engaging an auditor with respect to the statements. The granting of any request to waive the requirement of an annual audit by a CPA firm approved by the IHL is within the sole discretion of the University and the IHL Board. Any waiver of the audit requirement will apply only for one year, and any request to waive the requirement for the next year should be submitted as outlined above. The Association shall contemporaneously submit an annual report to the University and to the IHL providing a detailed list of supplemental compensation which was submitted to the University for the purpose of providing additional compensation to University employees or paid directly to University employees. This reporting requirement does not apply to transfers to the University by the Association that are paid directly to the University for use by the University to compensate University employees if that compensation is included in the University's annual budget.

2.13 The Association may not underwrite, pay, or provide additional compensation to the University President or any IHL system office employee without the prior approval of the IHL. Any such request for approval shall be made through the IHL Commissioner to the IHL. Additionally, the Association may not provide or pay compensation to any other University employee without prior approval of the President, and any such approval shall be reported to the IHL by the Association at the IHL's next meeting. This provision does not apply to transfers to the University by the Association that are paid directly to the University for use by the University to compensate University employees if that compensation is included in the University's annual budget.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 297 OF 319

2.14 To the extent the Association engages in fundraising on behalf of the University, the Association agrees to accept or solicit only those gifts that are consistent with the University's missions, goals, or objectives.

2.15 All gifts received by the Association shall be receipted and deposited in a timely manner in accordance with the directive of the donor. Gifts made to the Association shall be accounted for and ownership maintained by the Association. If a situation exists where the Association has accepted a gift intended by the donor or donor representative solely for the University, the Association shall immediately account to the University for the gift.

2.16 The Association shall not accept any gift, donation or grant or enter into any transaction that creates any liability for the University, without advance written approval of the University President.

2.17 No University assets other than furniture, fixtures, equipment and supplies will be managed by the Association.

2.18 The Association acknowledges and agrees that the University owns all copyright, interest in, and right to all trademarks, trade names, logos, and service marks developed by the University for use by the Association, including all such trademarks, service marks, and trade names historically associated with the Association.

2.19 The Association shall adopt and maintain a conflict of interest policy that complies with the requirements of Miss. Code Ann. § 79-11-269 (1972), as amended from time to time.

2.20 The Association shall provide the President reasonable notice of any regular, annual, or special meetings of its Board of Directors and the President has the right to attend any such meetings as well as the meetings of any other Association committees.

2.21 If the Association should cease to exist, any Association assets donated to the Association for the benefit of the University must be transferred to the University or to another non-profit entity designated by the University.

2.22 The Association may pursuant to Association policies enter into contracts for professional, advisory or other personal services in carrying out its duties, but any such contracts entered into after the execution of this Agreement shall not exceed two (2) years.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 298 OF 319**

**ARTICLE 3. UNIVERSITY OBLIGATIONS
AND OTHER IN-KIND SUPPORT**

3.1 The University grants the Association a non-exclusive, non-transferable license to use the intellectual property of the University including but not limited to trademarks, service marks, and logos consistent with University policy and its contract with Licensing Resource Group, including but not limited to a license to use marks developed by the University for use by the Association.

3.2 The University grants the Association an exclusive, transferable license to use the intellectual property of the University including but not limited to trademarks, service marks, and trade names historically associated with the Association or developed by the University or the Association for the Association's use.

3.3 The University agrees to designate the Association as an official affiliated entity of the University.

3.4 The University shall provide the Association such other rights, privileges or benefits as the President, in the President's sole discretion, may determine will assist the Association in discharging its obligations under this Agreement.

3.5 The University President shall be an ex-officio non-voting member of the Association's Board of Directors and shall be given reasonable notice of any meeting of the Board as required by 2.20 of this Agreement.

3.6 Subject to the availability of funding and the budget process, the University agrees to provide the Association with resources suitable in the University's judgment for the accomplishment of the Association's objectives for the University's benefit, and may include services and supplies, staff support, office space, and such financial support as agreed upon between the parties from time to time. The amount and nature of such resources shall be determined annually, on a fiscal year basis, in connection with the program planning and budget processes of the University and the Association. No provision in this Agreement shall be construed to give the Association any legal entitlement to any University funding, personnel or other resources in any particular fiscal year. All University assets, including personal property, made available to the Association under the terms of this agreement shall remain the property of the University unless sold, conveyed or transferred to the Association by way of a separate written agreement.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 299 OF 319**

3.7 The University President will encourage all parts of the University to collaborate with the Association in implementing the Association's programs and services.

3.8 The University President agrees to inform the Association on a regular basis of the University's needs and priorities.

ARTICLE 4. COMPLIANCE

4.1 The Association shall comply with any and all federal and state laws and regulations and shall comply with any compliance and regulatory guidelines as may be required by the Board.

ARTICLE 5. INSURANCE

5.1 The Association shall maintain insurance coverage as deemed appropriate by the Association's Board of Directors, including but not limited to the bonding of its officers and other appropriate persons and shall maintain Directors and Officers liability insurance on members of its Board of Directors and officers, while performing as such.

ARTICLE 6. REPORTING

6.1 The Association shall, by December 1 of each year during the life of this Agreement, submit a detailed annual report of the work and financial condition of the Association for the preceding fiscal year to the President, and shall also submit by the same date any other reports as required by this Agreement, by the Bylaws of the Association, by IHL policies or by other applicable law, including but not limited to any and all reports required by Articles 2.12 and 2.13 of this Agreement.

6.2 The Association shall promptly notify the President of the University and the IHL, in writing, if any of the following events ("Reportable Events") occur:

1. The Association has materially breached any of its contractual obligations under the Agreement;
2. The Association has materially failed to properly receive, apply, manage or disburse any funds or has materially failed to properly comply with any binding instructions from donors relating to those funds;
3. The Association has engaged in any conduct that is prohibited or subject to sanction under state or federal law, including any and all requirements applicable to tax exempt organizations;

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 300 OF 319

4. There has been a failure by the Association or any of its officers and directors to comply with any conflict of interest requirements created by applicable state or federal law or by the governing documents or procedures of the Association;
5. Any state or federal regulatory body begins any investigation of any matter that may have a significant financial or regulatory effect on the Association or upon its status as a tax exempt organization; or
6. The Association has contracted with or entered into any business or pecuniary relationship with any of its board members, other than a full time employee of the Association, or any entity controlled directly or indirectly by the board member, which would reasonably be expected to provide for payment or benefits to that person exceeding the value of \$50,000 in any calendar year. The previous sentence creates a duty for the Association to report any such transaction but does not suggest or imply that all such transactions are either prohibited or permitted.

6.3 The Association's chief executive officer shall submit to the President and to the IHL a signed certification statement annually, before January 31 of each year, which affirmatively states that the Association has examined its donor records and business transactions occurring during its fiscal year ending within the prior calendar year, and that to the best of its knowledge, there is no evidence that any Reportable Events occurred, other than those which have been duly reported to the President of the University and the IHL, as required in Article 6.2 above. In this certification the Association's chief executive officer shall re-affirm that, in the event he/she becomes aware of any such Reportable Events, the Association chief executive officer will immediately notify, in writing, the President of the University.

ARTICLE 7. TERMINATION AND RENEWAL

7.1 This Agreement shall have a term of five (5) years and shall expire on December 31, 2015, if not renewed by mutual consent of the parties before that date.

7.2 The University President may terminate this Agreement without cause with thirty (30) days written notice to the Association and prior approval of IHL, acting upon its minutes.

7.3 The University President may terminate this Agreement for cause without notice to the Association but with notice to the IHL and prior approval of the IHL, acting upon its minutes.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 301 OF 319**

7.4 The Association has no right to terminate this Agreement without the consent of the University President and the IHL.

7.5 Upon termination and/or non-renewal of this Agreement, (1) the Association shall cease to use and shall not assign or delegate the authority to use the University's name or registered marks or logos to any person or entity without the written approval of the President, (2) the Association shall remit any and all unrestricted funds held for the benefit of the University to such entity as designated in writing by the University President on behalf of the University, (3) the Association shall work in concert with its members and/or donors, to the extent practicable and allowed by law, to move any restricted funds held for the benefit of the University to such entity as designated in writing by the University President on behalf of the University, (4) the Association shall work in concert with persons or entities with which it had contractual relations to the extent practical and allowed by law, to assign any contracts to such entity as designated by University President; and (5) the Association shall work in concert with the University to provide the University or its designee with records and materials of the Association necessary to continue the business and/or wind up the affairs of the Association.

7.6 The Association agrees to cease using the University's name, marks, and logos in the event the Association dissolves, ceases to be a non-profit corporation, ceases to be recognized as a tax exempt entity under Section 501(c)(3) of the Internal Revenue Code, or this Agreement is terminated.

7.7 The University and the Association have a long history of mutual cooperation and support. Association Board Members shall be elected to terms not to exceed three years and no less than one-third of the Board Members shall be elected in a single year. Although a director may be elected to more than one term, the approval process and rotation required shall work to maintain alignment between the Association and the mission of the University. If the University President determines that the relationship between the University and the Association is unduly detrimental to the well being of the University, the President shall notify the Commissioner of Higher Education. The IHL shall then attempt to reconcile the parties, including mediation if advisable. If, however, the IHL determines and notifies the University President that it is in the best interests of the University to substitute new members of the Board of Directors of the Association, the University President may direct that, at the expiration of a ninety-day period, the terms of office of up to 100 percent of the Directors shall be deemed to have expired. Upon such event, a five- person Commission shall be selected as follows: (1) one member appointed by the University President, (2) one member appointed by the IHL, (3) one member appointed by The University of Southern Mississippi Foundation, (4) one member appointed by The University of Southern Mississippi Athletic

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 302 OF 319**

Foundation, and (5) one member selected by a majority vote of the then living and competent members of the Past Presidents Council of The University of Southern Mississippi Alumni Association. The Commission shall then appoint, within the ninety-day period, by majority vote, members, which may include former Association Board Directors, to the Board of Directors to replace the Directors whose terms shall be deemed to have expired. The reconstituted Board of Directors shall then elect new officers of the Association. In the unlikely event that the Commission, as described above, shall appoint a new Board of Directors for the Association, it is expressly understood that any, or all, of the previous Association Board members may be reelected by this Commission to serve on the new Association Board of Directors.

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the State of Mississippi.

8.2 The parties agree that the Association is not the agent or employee of the University and nothing in this Agreement creates an employment or other agency relationship between the parties.

8.3 Neither the University nor the Association shall have any liability for the obligations of the other party.

8.4 The parties agree that the Association is a private, independent entity and, as such, is not governed by the IHL. To insure the independence of the Association, no IHL employee shall hold a voting position on the Association Board. Senior University administrators should only participate on the Association's Board, if at all, in an ex-officio, non-voting capacity. The IHL may allow, upon written request by the University, exceptions to this restriction regarding IHL/University employees.

8.5 The University and the Association agree that the Association's donor and giving records and any other financial or commercial information possessed by the Association or provided by the Association to the University concerning individuals or corporations that provide the Association financial support are confidential and proprietary. Unless required to disclose such information by applicable law and except as provided otherwise in Article 2.11 of this Agreement with respect to actions by IHL acting upon its minutes, the University and the Association agree not to disclose to third parties and to keep confidential the giving records, giving history, and financial or commercial information of individuals and corporations that provide financial support to the Association.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 303 OF 319

8.6 In the performance of this Agreement, the Association shall not deny employment opportunities to any person on the basis of race, color, religion, ethnic group identification, sexual orientation, sex, age, physical or mental disability, medical condition, or veteran's status.

8.7 The parties hereto acknowledge that this Agreement sets forth the entire Agreement and understanding of the parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

8.8 The provisions of this Agreement are severable, and in the event that any provisions of this Agreement shall be determined to be invalid or non-enforceable under any controlling body of the law, such invalidity or non-enforceability shall not in any way affect the validity or enforceable nature of the remaining provisions hereof.

8.9 The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

8.10 The Association's obligations pursuant to this Agreement shall also extend, as applicable, to any entity it owns or controls with the exception of a special purpose entity created for the sole and specific purpose of utilization as a financing vehicle for the private financing of University auxiliary facilities by a private developer using the alternate dual-phase design-build privately financed construction method, as specially authorized by Miss. Code Ann. Section 37-101-41, et seq. (1972), as amended. If the use/purpose of any such special purpose entity ever changes, the special purpose entity would then be required to comply with any and all provisions of the affiliation agreement between the University and the Association.

8.11 This Agreement shall not be assigned or otherwise transferred by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

ARTICLE 9. NOTICE

9.1 Any notice to either party hereunder shall be in writing signed by the party given it and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified or overnight mail, or when sent by Federal Express or a comparable service, or hand-delivered, when addressed as follows:

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 304 OF 319**

To the University:
Martha D. Saunders
President
The University of Southern Mississippi
118 College Drive, #5001
Hattiesburg, Mississippi 39406

To the Association:
Jerry B. DeFatta, Jr.
Executive Director
Southern Miss Alumni Association
118 College Drive, #5013
Hattiesburg, Mississippi 39406

or to such other addressee as may be hereafter designated by written notice.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and duly executed this Agreement effective the 1st day of January, 2011.

THE UNIVERSITY OF SOUTHERN MISSISSIPPI THE UNIVERSITY OF SOUTHERN MISSISSIPPI
ALUMNI ASSOCIATION

By: _____
Martha D. Saunders, President

By: _____
Moran M. Pope, III, President

ACKNOWLEDGMENT

State of Mississippi
County of Forrest

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Martha D. Saunders, known by me to be the President of The University of Southern Mississippi, who executed the aforesaid Agreement, on this the _____ day of _____, 2011, on behalf of The University of Southern Mississippi being duly authorized so to do.

Notary Public

My Commission Expires:

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 305 OF 319**

ACKNOWLEDGMENT

State of Mississippi
County of Forrest

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Moran M. Pope, III, known by me to be the President of The University of Southern Mississippi Alumni Association, who executed the aforesaid Agreement on this the _____ day of _____, 2011, for and on behalf of The University of Southern Mississippi Alumni Association, being duly authorized so to do.

Notary Public

My Commission Expires:

STAFF RECOMMENDATION: Board staff recommends approval of this item

27. USM - APPROVAL OF PROPOSED AFFILIATION AGREEMENT BETWEEN UNIVERSITY OF SOUTHERN MISSISSIPPI AND THE UNIVERSITY OF SOUTHERN MISSISSIPPI FOUNDATION

The University of Southern Mississippi (USM) requests Board approval of the below proposed affiliation agreement between USM and the USM Foundation. The proposed agreement meets the requirements of Board Policy 301.0806 Foundation/Affiliated Entity Activities.

This Affiliation Agreement (the "Agreement") is made and entered into effective this 1st day of January, 2011 (the effective date) by and between The University of Southern Mississippi, a state institution of higher learning, organized and existing under the laws of the State of Mississippi (the "University"), and The University of Southern Mississippi Foundation, a not-for-profit corporation duly chartered pursuant to the laws of the State of Mississippi (the "Foundation"). This Agreement is designed to govern the relationship between the University and the Foundation by setting forth the terms and conditions under which the University will provide certain support and services for the Foundation and the Foundation will provide certain support and services for and on behalf of the University.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 306 OF 319**

PREAMBLE

WHEREAS, the Foundation has been established as a not-for-profit, educational and charitable organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, for the purposes outlined in its Charter of Incorporation dated October 27, 1959;

WHEREAS, the University has the authority and right to enter into agreements with affiliated 501(c)(3) not-for-profit organizations, subject to the Institutions of Higher Learning Board of Trustees (the "Board" or "IHL") Policy 301.0806 (the "Policy");

WHEREAS, the Board Policy acknowledges that the independent nature of the Foundation provides flexibility to the University in fiscal management and responsiveness;

WHEREAS, the Foundation has the responsibility under its mission statement and as a not-for-profit corporation to use its resources in a responsible and effective manner to operate exclusively for the benefit of the University and its students, alumni, faculty and staff to promote, encourage and assist all forms of educational, scientific, literary, research and service activities provided by the University, all for the public welfare as outlined in its Charter of Incorporation;

WHEREAS, the University has an active development program and wishes to utilize enhanced computer capabilities and assistance in the identification, solicitation and stewardship of donors (current or prospective), acknowledgment and accounting of contributions and maintenance of donor biographical, financial and contribution records, all of which the University believes the Foundation can provide;

WHEREAS, the University and the Foundation anticipate that the Foundation, as the primary entity for receiving philanthropic support designated for the benefit of the University, will provide the University with specified services in carrying out its mission, and the University will provide the Foundation facilities in carrying out its mission;

WHEREAS, the University and the Foundation desire to define the arrangement concerning services, facilities, premises and activities in support of each other as set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for good and valuable consideration, the adequacy of which is hereby acknowledged, the University and the Foundation do hereby agree as follows:

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 307 OF 319

ARTICLE 1. UNIVERSITY OBLIGATIONS AND SERVICES

1.1 The Foundation may utilize, with the approval of the University, which approval shall not be unreasonably withheld, such University administrative, professional and other employees from time to time as are needed to carry out the mission and purposes of the Foundation.

1.2 The Foundation and the University agree that the portion of the cost incurred by utilizing University employees for Foundation operational activities will be reviewed annually.

1.3 The University shall provide office space, utilities and other support for the Foundation as needed and appropriate for work on-site within the University, adequate for the performance of the services required hereunder.

1.4 The University shall provide support services to the Foundation of the type provided to University departments including but not limited to telephones, computer networking and Internet connection, custodial services, printing and publication services, motor pool and, to the extent permitted by law, use of the University mail system and protection of the University Police Department.

1.5 The University shall provide Foundation employees staff identification cards, parking privileges, admittance to University events, health services benefits, access to the University's library and to its recreation and fitness programs, and all other benefits and programs available to University employees at the same rates and under the same terms as those benefits and facilities are made available to University administrators and other employees.

1.6 The University designates the Foundation as the primary entity for receipting, acknowledging, accounting for, managing and investing its endowment funds, as well as for researching, identifying and maintaining biographical and giving records of potential and actual donors.

1.7 The President of the University shall serve *ex officio* as a non-voting member of the Foundation's Board of Directors pursuant to the bylaws of the Foundation. No University employee or other persons directly or indirectly employed by the IHL shall serve as a voting member of the Foundation's Board of Directors.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 308 OF 319

1.8 Annually, the President of the University shall certify to the Foundation a Requests by a duly certified University employee shall constitute a representation or certification by the University employee that the disbursement being requested has been approved in accord with established University procedures. The Foundation shall be relieved of any liability arising from a disbursement made pursuant to the provisions of this Section of the Agreement.

1.9 The President of the University shall submit a request to the Foundation for utilization of unrestricted gifts anticipated to be received by the Foundation in the following fiscal year. The Foundation shall, consistent with the goals and priorities established by the University, consider the University's request and may allocate unrestricted gifts accordingly to the extent funds are available. In addition to unrestricted funds, the University President and/or the Vice President for Advancement shall routinely update the Foundation on the University initiatives involving private support to ensure that Foundation and University personnel are informed of fundraising needs and objectives.

1.10 The University's name and registered marks and logos have great economic and public relations value to the University, its faculty, staff, alumni and students. To assist the Foundation in discharging its obligations under this Agreement and in soliciting, developing and generating private and corporate support for the University, the University grants the Foundation the following rights:

1.10 (a) A non-exclusive, non-transferable license to use the intellectual property of the University including but not limited to trademarks, service marks and logos consistent with University policy, including but not limited to a license to use marks developed by the University for use by the Foundation.

1.10 (b) An exclusive, transferable license to use the intellectual property of the University including but not limited to trademarks, service marks and trade names historically associated with the Foundation.

1.10 (c) The designation of the Foundation as a University affiliated entity.

1.10 (d) Such other rights, privileges or benefits as the University President, in his/her sole discretion, may determine will assist the Foundation in discharging its obligations under this Agreement.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 309 OF 319

ARTICLE 2. FOUNDATION OBLIGATIONS

2.1 The Foundation's primary purpose is to provide support to the University in accord with the provisions of its Charter of Incorporation and Bylaws, which support includes, but is not limited to, researching, raising, receiving, acknowledging, investing, accounting for and administering funds for the University to use for its educational, research and service missions.

2.2 The Foundation shall assist the University's Office of Development in its fund-raising activities and development programs with individuals, corporations, foundations, and other external organizations and entities.

2.3 The Foundation shall solicit, accept and transfer funds consistent with the educational, research and service missions of the University for purposes including but not limited to the purchase of University equipment and supplies; the construction, renovation and/or improvement of the University's physical facilities; the support of faculty, staff and student travel and research; the support of faculty professorships, lectureships and endowed chairs; the support of student scholarships; and the support of other educational, research, cultural, scientific, public service and charitable programs and activities. When soliciting funds on behalf of the University, the Foundation agrees to accept only those gifts that are consistent with the University's missions, goals and obligations pursuant to Foundation policies.

2.4 The Foundation shall receipt, acknowledge and express appreciation for all contributions of donors made on behalf of the University or of the Foundation and shall keep accurate and current records of all such contributions made directly to the University or to the Foundation. Assets of the Foundation shall be maintained pursuant to the Uniform Management of Institutional Funds Act (UMIFA) or Uniform Prudent Management of Institutional Funds Act (UPMIFA) as promulgated by the State of Mississippi.

2.5 The Foundation may, pursuant to Foundation policies, enter into contracts for professional, advisory or other personal services in carrying out its duties, but any such contracts entered into after the execution of this Agreement shall not exceed two (2) years.

2.6 The Foundation agrees to submit annual financial statements, which shall include such detail as the IHL Board may from time to time require. The Foundation will engage a Certified Public Accounting (CPA) firm to perform the annual audits of the Foundation's annual financial statements and will submit the audited financial

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 310 OF 319

statements, along with a list of Entity officers, directors or trustees, not later than five months (December 1) following the completion of the Foundation's fiscal year, to the University President and to IHL. On occasion, the annual audited financial statements will be required for inclusion in the State of Mississippi's Comprehensive Annual Financial Report (CAFR). If the Foundation is required to submit its annual audited financial statements for inclusion in the CAFR, as determined by the IHL Board's Deputy Commissioner of Finance and Administration and the external auditing firm hired to perform the annual IHL system audit, the Foundation agrees to submit the annual audited financial statements to the affiliated, the University President and to the IHL, along with a list of Entity officers, directors or trustees by October 15 of each year. The IHL Board's Deputy Commissioner of Finance and Administration shall notify the Foundation of the applicability of the October 15 deadline as far in advance of the deadline as possible each year. The CPA firm to be utilized by the Foundation must be approved by the IHL Board and all requests for approval of the CPA firm must be submitted to the IHL Board for approval not later than three months prior to the end of the Foundation's fiscal year for which the audit will be conducted. Unless approval is specifically granted for multiple years, approval of a firm by the IHL Board for one year does not constitute approval for other years, and requests for approval of the CPA firm must be submitted on an annual basis. At the request of the Foundation, the University President, with the approval of the IHL Board may grant a request made by the Foundation to waive the requirement of an annual audit by a CPA firm on a showing of adequate grounds, such as a showing that the assets of the Foundation are so limited as to make the expense of engaging a CPA firm to perform an audit financially burdensome and unnecessary. Such a waiver may be conditioned upon such other review of the financial records of the Foundation in lieu of an audit as the University and the IHL may deem feasible. Such a request for a waiver must be accompanied by (a) the most recent annual audited financial statements of the Foundation (if any such statements exist), (b) the financial statements of the most recently completed fiscal year, (c) a written description of how the Foundation anticipates that the year-end financial statements for the current year will differ from the financial statements as of the end of the most recently completed fiscal year, and (d) a good faith estimate of the cost of engaging an auditor with respect to the statements. The granting of any request to waive the requirement of an annual audit by a CPA firm approved by the IHL is within the sole discretion of the University and the IHL Board. Any waiver of the audit requirement will apply only for one year, and any request to waive the requirement for the next year should be submitted as outlined above.

2.7 The Foundation acknowledges and agrees that the University owns all copyright, interest in and right to all trademarks, trade names, logos and service marks developed by the University for use by the Foundation, including all such trademarks, service marks and trade names historically associated with the Foundation. The

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 311 OF 319

Foundation shall not assign or delegate the authority to use University's name or registered marks or logos to any person or entity without the written approval of the President of the University.

2.8 The Foundation shall maintain a conflict-of-interest policy that complies with all requirements of Miss. Code Ann. §79-11-269 (1972), as amended from time to time.

2.9 All gifts received by the Foundation shall be receipted and deposited in a timely manner in accordance with the directive of the donor. All gifts received by the University shall be immediately forwarded to the Foundation for acknowledgment to ensure proper receipting and recording of all gifts. Gifts made to the University shall be accounted for and ownership maintained by the University; gifts made to the Foundation shall be accounted for and ownership maintained by the Foundation. However, gifts made to the University will be transferred to the Foundation if a gift agreement, pledge or expectancy exists between the donor and the Foundation. If a gift is made to the University and no gift agreement, pledge or expectancy exists between the donor and the Foundation, the donor or donor representative as applicable will be contacted to clarify intent. It will be explained that, in most situations, it is the University's desire to have funds held within the Foundation. The intent of the donor or donor representative will then control the delivery and ownership of the gifts. If a situation exists where the Foundation has accepted a gift intended by the donor or donor representative solely for the University, the Foundation shall immediately account to the University for the gift.

2.10 The Foundation shall perform any and all other acts and activities on behalf of the University, as the Foundation deems appropriate, in carrying out the purposes and mission of the University pursuant to Foundation policies. In order to perform its duties under this agreement, the Foundation may use a percentage of the annual restricted funds, assess fees for services, or impose charges against managed funds to support its operations. The Foundation will inform the University of the implementation of, or changes to, any assessment of fees.

2.11 The President of the Foundation shall promptly notify the President of the University and the IHL, in writing, if any of the following events ("Reportable Events") occur:

1. The Foundation has materially breached any of its contractual obligations under the Agreement;
2. The Foundation has materially failed to properly receive, apply, manage or disburse any funds or has materially failed to properly comply with any binding instructions from donors relating to those funds;

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 312 OF 319

3. The Foundation has engaged in any conduct that is prohibited or subject to sanction under state or federal law, including any and all requirements applicable to tax exempt organizations;
4. There has been a failure by the Foundation or any of its officers and directors to comply with any conflict of interest requirements created by applicable state or federal law or by the governing documents or procedures of the Foundation;
5. Any state or federal regulatory body begins any investigation of any matter that may have a significant financial or regulatory effect on the Foundation or upon its status as a tax exempt organization; or
6. The Foundation has contracted with or entered into any business or pecuniary relationship with any of its board members, other than a full time employee of the Foundation, or any Foundation controlled directly or indirectly by the board member, which would reasonably be expected to provide for payment or benefits to that person exceeding the value of \$50,000 in any calendar year. The previous sentence creates a duty for the Foundation to report any such transaction but does not suggest or imply that all such transactions are either prohibited or permitted.

2.12 If requested by the University, the Foundation shall provide any and all information and shall permit the inspection of all records relating to the operation or management of the Foundation or any funds contributed to, received by, expended by or managed by the Foundation. To the extent that information is inspected, reviewed or received by the President of the University or his/her designees with respect to the identity of donors who have expressly stated they wish to remain anonymous, or with respect to any information relating to the identification, cultivation and solicitation of donors, or with respect to personal, commercial or proprietary information relating to a donor or his/her family or business, such information shall be treated as confidential by the University President and any designee who may acquire such information. The University is expected to take appropriate safeguards to assure that such information is utilized or disseminated only in a manner that is appropriate under the circumstances. Such inspection rights are also extended to the IHL acting upon its minutes, however, it is understood that the appropriate extent of any disclosure or other use of the information is in the discretion of the IHL and, further, any decision to release any personal, commercial or proprietary information or to release any information that would identify any particular donor shall be made by the IHL acting upon its minutes.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 313 OF 319

ARTICLE 3. COMPLIANCE

3.1 The Foundation shall comply with any and all federal and state laws and regulations and shall comply with any compliance and regulatory guidelines as may be required by the Board.

ARTICLE 4. INSURANCE

4.1 The Foundation shall maintain insurance coverage as deemed appropriate by the Foundation's Board of Directors, including but not limited to the bonding of its officers and other appropriate persons and shall maintain Directors and Officers liability insurance on members of its Board of Directors and officers, while performing as such.

ARTICLE 5. REPORTING

5.1 The Foundation shall, by December 1 of each year during this Agreement, submit to the University's chief financial officer and to the IHL its annual audited financial statements for the prior fiscal year as set forth in Section 2.6 of this Agreement. Such submission shall also include a list of Foundation officers and directors. The Foundation shall submit an annual report providing a detailed list of any supplemental compensation which was provided to the University for the purpose of providing any additional compensation to administrators, faculty or other University employees, it being agreed that any such payments shall only be made through the University's payroll system and with University President's approval. Understanding that no form of additional compensation may be underwritten for the University President or for any IHL system office employee without IHL approval, the Foundation shall also provide documentation of approval from the IHL of any supplemental compensation provided to the University President or provided to the University for purposes of supplementing the President's salary.

5.2 In order to facilitate transparency, the Foundation shall also maintain on its website, for public and University inspection, documents designated by the Foundation Board of Directors for public review which shall include but not be limited to a copy of this Agreement, the most recent annual audited financial statements, the most recent IRS Form 990 and other appropriate documents related to the Foundation's mission and operations.

5.3 The President of the Foundation shall submit to the President of the University and the IHL a signed certification statement annually, before January 31 of each year, which affirmatively states that the Foundation has examined its donor records and business transactions occurring during its fiscal year ending within the prior calendar

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 314 OF 319**

year, and that to the best of its knowledge, there is no evidence that any Reportable Events occurred, other than those which have been duly reported to the President of the University and the IHL, as required above. The President of the Foundation shall re-affirm that, in the event he/she becomes aware of any such Reportable Events, the President of the Foundation will immediately notify, in writing, the President of the University.

ARTICLE 6. TERMINATION AND RENEWAL

6.1 This Agreements shall expire on December 31, 2015, if not renewed by mutual consent of the parties before that date.

6.2 The University President may terminate this Agreement without cause with thirty (30) days written notice to the Foundation and with the prior approval of the IHL, acting upon its minutes.

6.3 The University President may terminate this Agreement for cause, without notice to the Foundation but with notice to the IHL and prior approval of the IHL, acting upon its minutes.

6.4 The Foundation has no right to terminate this Agreement without the consent of the University President and the IHL.

6.5 Upon termination and non-renewal of this Agreement, (1) the Foundation shall cease to use and shall not assign or delegate the authority to use the University's name or registered marks or logos to any person or entity without the written approval of the University President, (2) the Foundation shall remit any and all unrestricted funds held for the benefit of the University to such entity as designated in writing by the University President on behalf of the University, (3) the Foundation shall work in concert with its donors, to the extent practicable and allowed by law, to move any restricted funds held for the benefit of the University to such entity as designated in writing by the University President on behalf of the University, (4) the Foundation shall work in concert with persons or entities with which it had contractual relations to the extent practical and allowed by law, to assign any contracts to such entity as designated by the University President; and (5) the Foundation shall work in concert with the University to provide the University or its designee with records and materials of the Foundation as are necessary to continue the business and/or wind up the affairs of the Foundation.

BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 315 OF 319

6.6 The Foundation agrees to cease using University's name, marks and logos in the event that the Foundation dissolves, ceases to be a non-profit corporation or ceases to be recognized by the Internal Revenue Service as a tax exempt entity under Section 501(c)(3) of the Internal Revenue code.

6.7 The University and the Foundation have a long history of mutual cooperation and support. Foundation Board Members shall be elected to terms not to exceed three years and no less than one-third of the Board Members shall be elected in a single year. Although a director may be elected to more than one term, the approval process and rotation required shall work to maintain alignment between the Foundation and the mission of the University. If the University President determines that the relationship between the University and the Foundation is unduly detrimental to the well being of the University, the President shall notify the Commissioner of Higher Education. The IHL shall then attempt to reconcile the parties, including mediation if advisable. If, however, the IHL determines and notifies the University President that it is in the best interests of the University to substitute new members of the Board of Directors of the Foundation, the University President may direct that, at the expiration of a ninety-day period, the terms of office of up to 100 percent of the Directors shall be deemed to have expired. Upon such event, a five- person Commission shall be selected as follows: (1) one member appointed by the University President, (2) one member appointed by the IHL, (3) one member appointed by The University of Southern Mississippi Alumni Association, (4) one member appointed by The University of Southern Mississippi Athletic Foundation, and (5) one member selected by a majority vote of the then living and competent individuals (not including entities such as foundations and corporations) who are members of the Gallery of Benefactors within the Honor Club of the Foundation, or the then existing equivalent donor group or groups with a lifetime giving of \$1,000,000 or greater by whatever name. The Commission shall then appoint, within the ninety-day period, by majority vote, members, which may include former Foundation Board Directors, to the Board of Directors to replace the Directors whose terms shall be deemed to have expired. The reconstituted Board of Directors shall then elect new officers of the Foundation.

6.8 In the unlikely event that the Commission, as described in 6.7 above, shall appoint a new Board of Directors for the Foundation, it is expressly understood that any, or all, of the previous Foundation Board members may be reelected by this Commission to serve on the new Foundation Board of Directors.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 316 OF 319**

ARTICLE 7. MISCELLANEOUS PROVISIONS

7.1 This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the State of Mississippi.

7.2 The parties agree that the Foundation is not an agent or employee of the University, and nothing in this Agreement creates an employment or other agency relationship between the parties.

7.3 Neither the University nor the Foundation shall have any liability for the obligations, acts or omissions of the other party.

7.4 The parties agree that the Foundation is a private, independent entity and, as such, is not governed by the IHL, but rather has its own governing Board of Directors. Accordingly, to the extent permitted by the laws of the State of Mississippi applicable to a public institution of higher learning, each party to this Agreement shall be responsible for its own obligations, acts or omissions.

7.5 The University and Foundation agree that the Foundation's donor and giving records and any other financial or commercial information possessed by the Foundation or provided by the Foundation to the University concerning individuals or corporations that provide Foundation financial support are confidential and proprietary. Except as provided in Section 2.12 above, unless required to disclose such information by applicable law, the University and Foundation agree not to disclose to third parties and to keep confidential the giving records, giving history and financial or commercial information of individuals and corporations that provide financial support to the Foundation.

7.6 In the performance of this Agreement, the Foundation shall not deny employment opportunities to any person on the basis of race, color, religion, ethnic group identification, sex, age, physical or mental disability, medical condition, or veteran's status. The Foundation agrees to comply with all non-discriminatory laws and policies that the University promulgates and to which the University is subject.

7.7 The parties hereto acknowledge that this Agreement sets forth the entire agreement and understanding of the parties hereto as to the subject matter hereof and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 317 OF 319**

7.8 The provisions of this Agreement are severable, and in the event that any provisions of the Agreement shall be determined to be invalid or non-enforceable under any controlling body of the law, such invalidity or non-enforceability shall not in any way affect the validity or enforceable nature of the remaining provisions hereof.

7.9 The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of the Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

7.10 The Foundation's obligations pursuant to this Agreement shall also extend, as applicable, to any entity it owns or controls with the exception of a special purpose entity created for the sole and specific purpose of utilization as a financing vehicle for the private financing of University auxiliary facilities by a private developer using the alternate dual-phase design-build privately financed construction method, as specially authorized by Miss. Code Ann. Section 37-101-41, et seq. (1972), as amended. If the use/purpose of any such special purpose entity ever changes, the special purpose entity would then be required to comply with any and all provisions of the affiliation agreement between the University and the Foundation.

7.11 This Agreement shall not be assigned or otherwise transferred by either party without the prior written consent of the other, which consent shall not be unreasonably withheld.

ARTICLE 8. NOTICE

8.1 Any notice to either party hereunder shall be in writing signed by the party given it and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified or overnight mail, or when sent by Federal Express or a comparable service, or hand-delivered, when addressed as follows:

To the University:
Martha D. Saunders
President
The University of Southern Mississippi
118 College Drive, #5001
Hattiesburg, Mississippi 39406

To the Foundation:
Robert D. Pierce, II
Executive Director
USM Foundation
118 College Drive, #5210
Hattiesburg, Mississippi 39406

or to such other addressee as may be hereafter designated by written notice.

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 318 OF 319**

IN WITNESS WHEREOF, the University and the Foundation, acting through the President of the University and the President of the Board of Directors of the Foundation, respectively, execute this Agreement effective the 1st day of January, 2011.

THE UNIVERSITY OF SOUTHERN
MISSISSIPPI

THE UNIVERSITY OF SOUTHERN
MISSISSIPPI FOUNDATION

By: _____
Martha D. Saunders, President

By: _____
Raymond VanNorman, President

ACKNOWLEDGMENT

State of Mississippi
County of Forrest

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, Martha D. Saunders, known by me to be the President of The University of Southern Mississippi, who executed the aforesaid Agreement, on this the _____ day of _____, 2011, on behalf of The University of Southern Mississippi being duly authorized so to do.

Notary Public

My Commission Expires:

**BOARD OF TRUSTEES OF INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 319 OF 319**

ACKNOWLEDGMENT

State of Mississippi
County of Forrest

Personally appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Raymond VanNorman, known by me to be the President of The University of Southern Mississippi Foundation, who executed the aforesaid Agreement on this the _____ day of _____, 2011, for and on behalf of The University of Southern Mississippi Foundation, being duly authorized so to do.

Notary Public

My Commission Expires:

STAFF RECOMMENDATION: Board staff recommends approval of this item.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 1 of 60

1. **SYSTEM – APPROVAL OF DATES AND LOCATIONS FOR JANUARY THROUGH DECEMBER 2011 BOARD MEETINGS**

Thursday, January 20, 2011	Board Office
Thursday, February 17, 2011	Board Office
Thursday, March 17, 2011	Board Office
Thursday, April 21, 2011	MVSU
Thursday, May 19, 2011	Board Office
Thursday, June 16, 2011	Board Office
Thursday, July 21, 2011	Subject to Call
Thursday, August 18, 2011	Board Office
Thursday, September 15, 2011	(Board Retreat)
Thursday, October 20, 2011	MSU
Thursday, November 17, 2011	Board Office
Thursday, December 15, 2011	Subject to Call

Staff recommendation: Board staff recommends approval of this item.

2. **USM – APPROVAL OF RETIREMENT INCENTIVE PROGRAM**

Pursuant to the Retirement Incentive Program General Policy 808.01 approved by the Board on May 16, 2002, the University of Southern Mississippi requests permission to offer a retirement incentive to all retirement eligible employees. Retirement eligibility is determined by criteria set out by the Public Employees Retirement System of Mississippi.

The University of Southern Mississippi requests that the Board select fiscal year 2011 as the fiscal year in which the Retirement Incentive Program is offered to all eligible employees at the University of Southern Mississippi and designate the period beginning December 15, 2010, and concluding on March 15, 2011, as the enrollment period during which eligible employees may elect to participate in the program. Eligible employees must retire on June 30, 2011, in order to receive the incentive.

In addition, the university requests that the retirement incentive be a cash benefit of fifty percent (50%) of the eligible employee's base salary as of December 1, 2010 and, if the participant elects, to allow the incentive payments to be spread out over multiple years, not to exceed five years.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 2 of 60**

The university requests permission to offer the retirement incentive to all eligible employees meeting the criteria set forth in Miss. Code Ann. 37-101-30(4)(a)(i)(ii).

It is further requested that the Board approve the following pertinent documents, which are shown below.

- A. Board of Trustees of State Institutions of Higher Learning Retirement Incentive Program Agreement, Waiver, and Release.
- B. Board of Trustees of State Institutions of Higher Learning Program Rules and Regulations.
- C. Exhibit A to the Board of Trustees of State Institutions of Higher Learning Retirement Incentive Program Agreement, Waiver and Release (List of Employees by Title, Age, and EEO Classification).

Staff recommendation: The Attorney General's Office has reviewed and approved this item. Board staff recommends approval of this item.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
RETIREMENT INCENTIVE PROGRAM AGREEMENT, WAIVER, AND RELEASE**

The undersigned _____ ID# _____
(hereinafter "Employee"), hereby agrees to retire on June 30, 2011, and to release all claims, more particularly described below, for the reasons set out herein.

The Board of Trustees of State Institutions of Higher Learning ("the Board") adopted a policy on May 16, 2002, which allows the offer of an opportunity to participate in a voluntary Retirement Incentive Program to all full-time employees who meet certain stated eligibility criteria for length of creditable service in the Mississippi Public Employees' Retirement System. The eligibility criteria and incentives for this Retirement Incentive Program were described in written material provided to the Employee on or about December 15, 2010. The Employee also received a copy of this Agreement, Waiver, and Release at the same time. The Board designated the period from December 15, 2010 through March 15, 2011 as the time during which eligible employees were required to make known their decision about whether to participate in the Retirement Incentive Program. Employee acknowledges and agrees that he/she was given at least forty-five (45) days within which to consider this Agreement, Waiver, and Release, along with documentation of the terms and conditions of the Retirement Incentive Program. Employee has had ample and adequate time to seek personal, financial, and legal advice as to the advantages and disadvantages of the opportunity, and to make a decision about whether to retire.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 3 of 60

Employee, for the consideration provided by the incentives available under the Retirement Incentive Program, hereby agrees as follows:

1. Having been given sufficient opportunity to consider the provisions of the Retirement Incentive Program, including this agreement, waiver, and release, Employee voluntarily elects to and agrees to retire pursuant to this agreement, waiver, and release on June 30, 2011.
2. In consideration of execution of this agreement, waiver, and release, Employee will be provided a cash incentive benefit equal to fifty percent (50%) of his/her base salary as of December 1, 2010, subject to federal income tax, state income tax, FICA, and Medicare and other applicable withholdings. Employee agrees that the cash incentive benefit may be paid within sixty (60) days after the Employee's retirement, but only after the expiration of the seven-day revocation period described in paragraph 7 and only if Employee has not exercised the right to revoke this Agreement, Waiver and Release.
3. Employee understands and acknowledges that the cash benefit specified under Benefits in the Retirement Incentive Program, which is not available to persons who retire outside the terms of this program, would not be available except as consideration for the execution of this Agreement, Waiver, and Release.
4. Employee acknowledges that information concerning the job titles and ages of individuals who are eligible and ineligible has been provided to him/her and that the information is also available in the Department of Human Resources.
5. Employee voluntarily releases and forever discharges (and promises not to sue) the Board of Trustees of State Institutions of Higher Learning, or The University of Southern Mississippi ("Institution"), or any of their officers, employees, agents, successors, affiliates, insurers, and assigns, individually and/or in their official capacities, of, from, and for any and all actions, claims, causes of actions or suits, whatsoever, in law or equity, that Employee, his or her heirs, executors, administrators, successors, or assigns may have or otherwise be entitled to assert, whether known or unknown and whether contingent or certain, upon or by reason of any matter, cause or event occurring up to the date of this agreement arising out of or related to his or her employment by the Institution and/or the Board of Trustees of State Institutions of Higher Learning or the cessation thereof including, but not limited to, any alleged violation of Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Older Workers Benefits Protection Act, the Fair Labor Standards Act, and any other federal or state law, constitutional provision, regulation, or ordinance and/or any public policy, contract, or tort law having any bearing whatsoever on the employee's employment with the Institution and/or the Board of Trustees of State Institutions of Higher Learning or the cessation thereof.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 4 of 60

6. Employee further agrees not to accept any recovery or relief from such action of any kind described in paragraph five above, initiated or prosecuted by any other individual or entity.
7. Employee understands that he or she may revoke this agreement, waiver, and release for a period of seven (7) days after having executed it by delivering written notice of revocation to Russ Willis, Director of the Department of Human Resources, 118 College Drive, Box 5111, Hattiesburg, MS 39496. Thereafter Employee acknowledges that this agreement, waiver, and release may not be revoked, modified, altered, or changed except upon the express written consent of the Institutional Executive Officer and the Commissioner of Higher Education. Employee agrees that if Employee revokes or modifies this agreement, waiver and release, or if Employee brings a legal action for any claim or cause of action covered by paragraph 5, Employee withdraws Employee's election to participate in the Retirement Incentive Program, and shall waive and immediately tender back to the Institution any cash incentive benefit payable or paid to the Employee pursuant to this Agreement, Waiver and Release.
8. Employee acknowledges that this agreement contains the full and complete agreement between Employee and the Institution and that no other inducement or consideration has been offered by the Institution to Employee for Employee's execution of the Retirement Incentive Program Agreement.
9. Employee agrees that this Agreement, Waiver, and Release is written in language that is easily understood and that the Employee, in fact, fully understands the language and meaning of the Agreement, Waiver, and Release.
10. Employee has been instructed not to sign this Agreement, Waiver and Release until June 30, 2011. Employee understands that if Employee signs this agreement before June 30, 2011, the agreement shall be rendered voidable at the option of the Institution.

Having read and fully considered the foregoing agreement to retire and release claims, and having been afforded a reasonable opportunity to consider this agreement, waiver, and release; and having been told in writing of the advisability of consulting with or seeking advice from any person of his or her choosing including legal counsel; and having elected to execute this agreement, waiver, and release and to fulfill the promises set forth herein and to receive the benefits of the Retirement Incentive Program, including the cash incentive, Employee hereby voluntarily and knowingly enters into this agreement, waiver, and release on this _____ day of _____, 2011.

DO NOT SIGN THIS AGREEMENT, RELEASE AND WAIVER BEFORE JUNE 30, 2011.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 5 of 60

EMPLOYEE

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2011.

Notary Public (Signature)

My Commission Expires

**Board of Trustees of State Institutions of Higher Learning Retirement Incentive Program
Rules and Regulations**

1. Introduction

The Retirement Incentive Program is a program for facilitating the voluntary retirement of those institution and board employees who are current, active contributing members of the Mississippi Public Employees' Retirement System. The Board of Trustees of State Institutions of Higher Learning (Board) shall select the fiscal year in which the program is offered and shall also designate the enrollment period during the fiscal year selected. Subject to Board approval, the institution may elect to participate in the program in the selected fiscal year and the institution may elect to offer the program to eligible faculty and staff.

2. Eligibility

a. The Retirement Incentive Program is a voluntary plan available to all full-time faculty and staff of the Institutions of Higher Learning, including the Board Office, who, as of the effective date of their retirement, are eligible to retire under the laws governing the Public Employees' Retirement System by virtue of:

i. Having twenty-five (25) years of creditable service, or

ii. Being age sixty (60) and having at least four (4) years of creditable service.

b. An employee who is offered and accepts retirement pursuant to the Retirement Incentive Program must retire and sign an agreement, waiver, and release by June 30 of any fiscal year in which the program is offered.

c. The institution of higher learning offering the program shall, in all cases, utilize the records of the Public Employees' Retirement System as the source for determining eligibility.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 6 of 60

3. Incentive

- a. The institution of higher learning offering the program shall provide a cash benefit to each participant in the program based upon a percentage of the participant's current salary. The cash benefit is subject to federal income tax, state income tax and Federal Insurance Contributions Act (F.I.C.A.) and Medicare withholding. Subject to Board approval, the institution shall determine the appropriate percentage. The cash benefit shall be at least twenty-five per cent (25%) but shall not exceed fifty per cent (50%) of the participant's current annual base salary, exclusive of stipends, overtime, and other extra payments.
- b. The percentage of annual salary paid may be in a lump sum or paid over a five (5) calendar year period in equal installments, subject to federal, state, F.I.C.A. and Medicare withholdings. Unused annual leave, if applicable, will be paid in accordance with state law.

4. Requirements

- a. The eligible employee must elect during the enrollment period, in fiscal years selected by the Board, and retire by June 30 of any fiscal year in which the program is offered.
- b. The eligible employee must waive all rights to sue the institution or the Board of Trustees of State Institutions of Higher Learning, their officers, employees, agents, successors, insurers, and assigns, individually and /or in their official capacities or to receive any recovery or relief from any action of any kind initiated or prosecuted by any other individual or entity in this regard on a form acceptable to and provided by the institution.
- c. The participant shall be compensated for unused annual leave as otherwise provided by state law.
- d. The cash benefit paid pursuant to this program shall not be subject to employer or employee contributions under the laws governing the Public Employees' Retirement System.
- e. The eligible employee may revoke the agreement, waiver, and release during a period of seven (7) days after having executed it. Thereafter, the agreement, waiver, and release may not be revoked, modified, altered, or changed except upon the express written consent of the Institutional Executive Officer and the Commissioner of Higher Education.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 7 of 60

Exhibit A of the Board of Trustees of State Institutions of Higher Learning Retirement Incentive Program Agreement, Waiver and Release (List of Employees by Title, Age, and EEO Classification)

The information on the following pages is being furnished in compliance with the Older Workers' Benefit Protection Act of 1990. The individuals eligible to elect to receive benefits pursuant to the Retirement Incentive Program are those employees who are current and active contributing members of the Public Employees' Retirement System (PERS) that have 25 years of creditable service by June 30, 2011, or will be age 60 or higher and have at least four years of creditable service by June 30, 2011. The Retirement Incentive Program is an "open window" offering a one-time opportunity to eligible employees. The tables list by age the number of individuals who are eligible and those who are not eligible by employment group.

Administrative/ Executive/ Managerial

Title	Age	Eligible/Ineligible
Administrator	46	Ineligible
Assistant To The Vice President	57	Eligible
Associate Provost & Assoc Prof	46	Ineligible
Associate Provost & Assoc Prof	60	Eligible
Associate Provost & Professor	61	Eligible
Associate Vice President	56	Ineligible
Associate Vice President	62	Eligible
Associate Vice President	38	Ineligible
Chief Information Officer	54	Ineligible
Dean - Academic	49	Ineligible
Dean - Nonacademic	57	Eligible
Dean And Professor	57	Eligible
Dean And Professor	53	Ineligible
Dean And Professor	58	Ineligible
Dean And Professor	58	Ineligible
Dean And Professor	43	Ineligible
Dean And Professor	44	Ineligible
Dean And Professor	61	Eligible
Dean And Professor	47	Ineligible
Director - Administration	53	Ineligible
Director - Administration	50	Ineligible
Director - Administration	45	Eligible
Director - Administration	43	Ineligible
Director - Administration	52	Eligible
Director - Administration	48	Ineligible
Director - Administration	45	Ineligible
Director - Administration	57	Eligible
Director - Administration	67	Ineligible
Director - Administration	57	Eligible

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 8 of 60**

Director - Administration	50	Ineligible
Director - Administration	64	Eligible
Director - Administration	61	Eligible
Director - Administration	49	Ineligible
Director - Administration	56	Eligible
Director - Administration	50	Ineligible
Director - Administration	43	Ineligible
Director - Administration	61	Eligible
Director - Administration	62	Eligible
Director - Administration	58	Ineligible
Director - Administration	53	Eligible
Director - Administration	43	Ineligible
Director - Administration	49	Ineligible
Director - Administration	64	Eligible
Executive Assistant	39	Ineligible
Executive Assistant	61	Eligible
Legal Counsel	58	Ineligible
President	61	Ineligible
Provost	63	Ineligible
Vice President	53	Ineligible
Vice President	59	Eligible
Vice President	41	Ineligible
Vice President and Professor	61	Ineligible
Vice President/Asst Professor	56	Eligible

Faculty

Title	Age	Eligible/Ineligible
Assistant Professor	29	Ineligible
Assistant Dean - Academic	35	Ineligible
Assistant Dean - Assoc Prof	58	Ineligible
Assistant Dean - Assoc Prof	55	Eligible
Assistant Professor	39	Ineligible
Assistant Professor	58	Ineligible
Assistant Professor	35	Ineligible
Assistant Professor	35	Ineligible
Assistant Professor	33	Ineligible
Assistant Professor	38	Ineligible
Assistant Professor	51	Ineligible
Assistant Professor	34	Ineligible
Assistant Professor	37	Ineligible
Assistant Professor	47	Ineligible
Assistant Professor	41	Ineligible
Assistant Professor	39	Ineligible
Assistant Professor	36	Ineligible

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 9 of 60

Assistant Professor	38	Ineligible
Assistant Professor	36	Ineligible
Assistant Professor	63	Ineligible
Assistant Professor	41	Ineligible
Assistant Professor	36	Ineligible
Assistant Professor	40	Ineligible
Assistant Professor	44	Ineligible
Assistant Professor	32	Ineligible
Assistant Professor	43	Ineligible
Assistant Professor	55	Ineligible
Assistant Professor	33	Ineligible
Assistant Professor	46	Ineligible
Assistant Professor	48	Ineligible
Assistant Professor	53	Ineligible
Assistant Professor	34	Ineligible
Assistant Professor	49	Ineligible
Assistant Professor	31	Ineligible
Assistant Professor	47	Ineligible
Assistant Professor	36	Ineligible
Assistant Professor	32	Ineligible
Assistant Professor	39	Ineligible
Assistant Professor	44	Ineligible
Assistant Professor	41	Ineligible
Assistant Professor	38	Ineligible
Assistant Professor	61	Ineligible
Assistant Professor	31	Ineligible
Assistant Professor	45	Ineligible
Assistant Professor	40	Ineligible
Assistant Professor	35	Ineligible
Assistant Professor	41	Ineligible
Assistant Professor	31	Ineligible
Assistant Professor	35	Ineligible
Assistant Professor	29	Ineligible
Assistant Professor	45	Ineligible
Assistant Professor	39	Ineligible
Assistant Professor	36	Ineligible
Assistant Professor	37	Ineligible
Assistant Professor	41	Ineligible
Assistant Professor	34	Ineligible
Assistant Professor	33	Ineligible
Assistant Professor	31	Ineligible
Assistant Professor	33	Ineligible
Assistant Professor	57	Ineligible
Assistant Professor	32	Ineligible

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 10 of 60

Assistant Professor	33	Ineligible
Assistant Professor	37	Ineligible
Assistant Professor	34	Ineligible
Assistant Professor	52	Ineligible
Assistant Professor	41	Ineligible
Assistant Professor	29	Ineligible
Assistant Professor	34	Ineligible
Assistant Professor	39	Ineligible
Assistant Professor	36	Ineligible
Assistant Professor	63	Ineligible
Assistant Professor	35	Ineligible
Assistant Professor	34	Ineligible
Assistant Professor	41	Ineligible
Assistant Professor	30	Ineligible
Assistant Professor	44	Ineligible
Assistant Professor	52	Ineligible
Assistant Professor	33	Ineligible
Assistant Professor	39	Ineligible
Assistant Professor	39	Ineligible
Assistant Professor	37	Ineligible
Assistant Professor	32	Ineligible
Assistant Professor	44	Ineligible
Assistant Professor	39	Ineligible
Assistant Professor	39	Ineligible
Assistant Professor	45	Ineligible
Assistant Professor	45	Ineligible
Assistant Professor	52	Ineligible
Assistant Professor	28	Ineligible
Assistant Professor	51	Ineligible
Assistant Professor	39	Ineligible
Assistant Professor	37	Ineligible
Assistant Professor	55	Ineligible
Assistant Professor	49	Ineligible
Assistant Professor	41	Ineligible
Assistant Professor	35	Ineligible
Assistant Professor	43	Ineligible
Assistant Professor	41	Ineligible
Assistant Professor	42	Ineligible
Assistant Professor	56	Ineligible
Assistant Professor	40	Ineligible
Assistant Professor	54	Ineligible
Assistant Professor	36	Ineligible
Assistant Professor	46	Ineligible
Assistant Professor	36	Ineligible

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 11 of 60

Assistant Professor	36	Ineligible
Assistant Professor	41	Ineligible
Assistant Professor	42	Ineligible
Assistant Professor	31	Ineligible
Assistant Professor	38	Ineligible
Assistant Professor	45	Ineligible
Assistant Professor	30	Ineligible
Assistant Professor	46	Ineligible
Assistant Professor	30	Ineligible
Assistant Professor	41	Ineligible
Assistant Professor	37	Ineligible
Assistant Professor	30	Ineligible
Assistant Professor	49	Ineligible
Assistant Professor	57	Ineligible
Assistant Professor	56	Ineligible
Assistant Professor	32	Ineligible
Assistant Professor	53	Ineligible
Assistant Professor	42	Ineligible
Assistant Professor	32	Ineligible
Assistant Professor	46	Ineligible
Assistant Professor	33	Ineligible
Assistant Professor	41	Ineligible
Assistant Professor	45	Ineligible
Assistant Professor	35	Ineligible
Assistant Professor	29	Ineligible
Assistant Professor	48	Ineligible
Assistant Professor	31	Ineligible
Assistant Professor	34	Ineligible
Assistant Professor	38	Ineligible
Assistant Professor	51	Ineligible
Assistant Professor	47	Ineligible
Assistant Professor	45	Ineligible
Assistant Professor	32	Ineligible
Assistant Professor	58	Ineligible
Assistant Professor	33	Ineligible
Assistant Professor	34	Ineligible
Assistant Professor	38	Ineligible
Assistant Professor	58	Ineligible
Assistant Professor	47	Ineligible
Assistant Professor	58	Ineligible
Assistant Professor	39	Ineligible
Assistant Professor	37	Ineligible
Assistant Professor	44	Ineligible
Assistant Professor	45	Ineligible

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 12 of 60

Assistant Professor	56	Ineligible
Assistant Professor	42	Ineligible
Assistant Professor	52	Ineligible
Assistant Professor	43	Ineligible
Assistant Professor	49	Ineligible
Assistant Professor	55	Ineligible
Assistant Professor	45	Ineligible
Assistant Professor	39	Ineligible
Assistant Professor	37	Ineligible
Assistant Professor	42	Ineligible
Assistant Professor	43	Ineligible
Assistant Professor	29	Ineligible
Assistant Professor	46	Ineligible
Assistant Professor	59	Ineligible
Assistant Professor	39	Ineligible
Assistant Professor	45	Ineligible
Assistant Professor	47	Ineligible
Assistant Professor	38	Ineligible
Assistant Professor	42	Ineligible
Assistant Professor	35	Ineligible
Assistant Professor	45	Ineligible
Assistant Professor	35	Ineligible
Assistant Professor	35	Ineligible
Assistant Professor	37	Ineligible
Assistant Professor	47	Ineligible
Assistant Professor	40	Ineligible
Assistant Professor	39	Ineligible
Assistant Professor	38	Ineligible
Assistant Professor	32	Ineligible
Assistant Professor	42	Ineligible
Assistant Professor	36	Ineligible
Assistant Professor	55	Ineligible
Assistant Professor	40	Ineligible
Assistant Professor	47	Ineligible
Assistant Professor	48	Ineligible
Assistant Professor	58	Ineligible
Assistant Professor	38	Ineligible
Assistant Professor	38	Ineligible
Assistant Professor	34	Ineligible
Assistant Professor	35	Ineligible
Assistant Professor	39	Ineligible
Assistant Professor	39	Ineligible
Assistant Professor	40	Ineligible
Assistant Professor	32	Ineligible

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 13 of 60

Assistant Professor	38	Ineligible
Assistant Professor	34	Ineligible
Assistant Professor	39	Ineligible
Assistant Professor	42	Ineligible
Assistant Professor	31	Ineligible
Assistant Professor	61	Eligible
Assistant Professor	62	Ineligible
Assistant Professor	61	Eligible
Assistant Professor	62	Eligible
Assistant Professor	61	Eligible
Assistant Professor	72	Ineligible
Assistant Professor - Clinical	56	Ineligible
Assistant Professor - Clinical	37	Ineligible
Assistant Professor - Research	47	Ineligible
Assistant Professor - Research	40	Ineligible
Assistant Professor - Research	41	Ineligible
Assistant Professor - Research	35	Ineligible
Assistant Professor - Research	50	Ineligible
Assistant Professor - Research	39	Ineligible
Assistant Professor - Research	36	Ineligible
Assistant Professor - Visiting	38	Ineligible
Assistant Professor - Visiting	61	Ineligible
Assistant Professor - Visiting	46	Ineligible
Assistant Professor - Visiting	41	Ineligible
Assistant Professor - Visiting	53	Ineligible
Assistant Professor - Visiting	36	Ineligible
Assistant Professor - Visiting	36	Ineligible
Assistant Professor - Visiting	30	Ineligible
Assistant Professor - Visiting	28	Ineligible
Assoc Chair And Assoc Professor	54	Ineligible
Assoc Chair And Assoc Professor	38	Ineligible
Assoc Director and Assoc Prof	39	Ineligible
Associate - Clinical	55	Ineligible
Associate - Research	70	Ineligible
Associate Chair And Professor	63	Eligible
Associate Dean/Assoc Professor	55	Ineligible
Associate Dean/Assoc Professor	48	Ineligible
Associate Dean/Assoc Professor	50	Ineligible
Associate Dean/Assoc Professor	42	Ineligible
Associate Dean/Assoc Professor	60	Eligible
Associate Dean/Assoc Professor	52	Eligible
Associate Dean/Assoc Professor	59	Eligible
Associate Dean/Director/Prof	62	Eligible
Associate Dean-Professor	57	Ineligible

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 14 of 60

Associate Dean-Professor	49	Ineligible
Associate Dean-Professor	72	Eligible
Associate Dean-Professor	60	Eligible
Associate Dean-Professor	62	Eligible
Associate Professor	46	Ineligible
Associate Professor	36	Ineligible
Associate Professor	57	Ineligible
Associate Professor	40	Ineligible
Associate Professor	37	Ineligible
Associate Professor	41	Ineligible
Associate Professor	48	Ineligible
Associate Professor	35	Ineligible
Associate Professor	41	Ineligible
Associate Professor	43	Ineligible
Associate Professor	39	Ineligible
Associate Professor	45	Ineligible
Associate Professor	58	Ineligible
Associate Professor	56	Ineligible
Associate Professor	48	Ineligible
Associate Professor	44	Ineligible
Associate Professor	48	Ineligible
Associate Professor	40	Ineligible
Associate Professor	48	Ineligible
Associate Professor	39	Ineligible
Associate Professor	37	Ineligible
Associate Professor	53	Ineligible
Associate Professor	49	Ineligible
Associate Professor	58	Ineligible
Associate Professor	43	Ineligible
Associate Professor	49	Ineligible
Associate Professor	37	Ineligible
Associate Professor	39	Ineligible
Associate Professor	57	Ineligible
Associate Professor	51	Ineligible
Associate Professor	42	Ineligible
Associate Professor	53	Ineligible
Associate Professor	45	Ineligible
Associate Professor	40	Ineligible
Associate Professor	50	Ineligible
Associate Professor	31	Ineligible
Associate Professor	61	Ineligible
Associate Professor	42	Ineligible
Associate Professor	39	Ineligible
Associate Professor	56	Ineligible

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 15 of 60

Associate Professor	64	Ineligible
Associate Professor	35	Ineligible
Associate Professor	51	Ineligible
Associate Professor	52	Ineligible
Associate Professor	47	Ineligible
Associate Professor	46	Ineligible
Associate Professor	53	Ineligible
Associate Professor	50	Ineligible
Associate Professor	40	Ineligible
Associate Professor	31	Ineligible
Associate Professor	49	Ineligible
Associate Professor	53	Ineligible
Associate Professor	36	Ineligible
Associate Professor	61	Ineligible
Associate Professor	43	Ineligible
Associate Professor	46	Ineligible
Associate Professor	56	Ineligible
Associate Professor	36	Ineligible
Associate Professor	53	Ineligible
Associate Professor	44	Ineligible
Associate Professor	57	Ineligible
Associate Professor	48	Ineligible
Associate Professor	38	Ineligible
Associate Professor	36	Ineligible
Associate Professor	37	Ineligible
Associate Professor	50	Ineligible
Associate Professor	54	Ineligible
Associate Professor	58	Ineligible
Associate Professor	38	Ineligible
Associate Professor	48	Ineligible
Associate Professor	44	Ineligible
Associate Professor	47	Ineligible
Associate Professor	36	Ineligible
Associate Professor	43	Ineligible
Associate Professor	37	Ineligible
Associate Professor	52	Ineligible
Associate Professor	49	Ineligible
Associate Professor	54	Ineligible
Associate Professor	56	Ineligible
Associate Professor	42	Ineligible
Associate Professor	40	Ineligible
Associate Professor	47	Ineligible
Associate Professor	42	Ineligible
Associate Professor	49	Ineligible

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 16 of 60

Associate Professor	38	Ineligible
Associate Professor	52	Ineligible
Associate Professor	47	Ineligible
Associate Professor	47	Ineligible
Associate Professor	51	Ineligible
Associate Professor	49	Ineligible
Associate Professor	38	Ineligible
Associate Professor	55	Ineligible
Associate Professor	49	Ineligible
Associate Professor	43	Ineligible
Associate Professor	54	Ineligible
Associate Professor	57	Ineligible
Associate Professor	54	Ineligible
Associate Professor	44	Ineligible
Associate Professor	44	Ineligible
Associate Professor	37	Ineligible
Associate Professor	41	Ineligible
Associate Professor	35	Ineligible
Associate Professor	41	Ineligible
Associate Professor	49	Ineligible
Associate Professor	34	Ineligible
Associate Professor	42	Ineligible
Associate Professor	42	Ineligible
Associate Professor	40	Ineligible
Associate Professor	52	Ineligible
Associate Professor	40	Ineligible
Associate Professor	40	Ineligible
Associate Professor	49	Ineligible
Associate Professor	57	Ineligible
Associate Professor	39	Ineligible
Associate Professor	43	Ineligible
Associate Professor	54	Ineligible
Associate Professor	47	Ineligible
Associate Professor	44	Ineligible
Associate Professor	39	Ineligible
Associate Professor	38	Ineligible
Associate Professor	45	Ineligible
Associate Professor	56	Ineligible
Associate Professor	38	Ineligible
Associate Professor	42	Ineligible
Associate Professor	41	Ineligible
Associate Professor	45	Ineligible
Associate Professor	32	Ineligible
Associate Professor	38	Ineligible

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 17 of 60

Associate Professor	37	Ineligible
Associate Professor	36	Ineligible
Associate Professor	56	Ineligible
Associate Professor	47	Ineligible
Associate Professor	56	Ineligible
Associate Professor	53	Ineligible
Associate Professor	56	Ineligible
Associate Professor	50	Ineligible
Associate Professor	47	Ineligible
Associate Professor	41	Ineligible
Associate Professor	38	Ineligible
Associate Professor	34	Ineligible
Associate Professor	33	Ineligible
Associate Professor	54	Ineligible
Associate Professor	34	Ineligible
Associate Professor	42	Ineligible
Associate Professor	63	Eligible
Associate Professor	63	Eligible
Associate Professor	59	Eligible
Associate Professor	64	Eligible
Associate Professor	61	Eligible
Associate Professor	62	Eligible
Associate Professor	63	Eligible
Associate Professor	62	Eligible
Associate Professor	60	Eligible
Associate Professor	59	Eligible
Associate Professor	65	Eligible
Associate Professor	65	Eligible
Associate Professor	62	Eligible
Associate Professor	56	Eligible
Associate Professor	59	Eligible
Associate Professor	60	Eligible
Associate Professor	68	Eligible
Associate Professor	48	Eligible
Associate Professor	49	Eligible
Associate Professor	63	Eligible
Associate Professor	61	Eligible
Associate Professor	61	Eligible
Associate Professor	57	Eligible
Associate Professor	62	Eligible
Associate Professor	63	Ineligible
Associate Professor	62	Ineligible
Associate Professor - Research	49	Ineligible
Associate Professor - Research	58	Ineligible

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 18 of 60

Associate Professor - Research	65	Eligible
Associate Professor - Research	56	Eligible
Chair And Assistant Professor	55	Ineligible
Chair And Associate Professor	50	Ineligible
Chair And Associate Professor	56	Ineligible
Chair And Associate Professor	41	Ineligible
Chair And Associate Professor	44	Ineligible
Chair And Associate Professor	52	Ineligible
Chair And Associate Professor	41	Ineligible
Chair And Associate Professor	56	Ineligible
Chair And Associate Professor	63	Ineligible
Chair And Associate Professor	61	Eligible
Chair And Associate Professor	62	Eligible
Chair And Professor	51	Ineligible
Chair And Professor	55	Ineligible
Chair And Professor	58	Ineligible
Chair And Professor	54	Ineligible
Chair And Professor	49	Ineligible
Chair And Professor	59	Ineligible
Chair And Professor	54	Ineligible
Chair And Professor	58	Ineligible
Chair And Professor	52	Ineligible
Chair And Professor	55	Ineligible
Chair And Professor	59	Eligible
Chair And Professor	61	Eligible
Chair And Professor	62	Eligible
Chair And Professor	63	Eligible
Chair And Professor	63	Eligible
Chair And Professor	61	Eligible
Chair And Professor	63	Eligible
Chair And Professor	67	Eligible
Chair And Professor	56	Eligible
Chair And Professor	62	Eligible
Director and Assoc Professor	40	Ineligible
Director and Assoc Professor	56	Ineligible
Director and Assoc Professor	43	Ineligible
Director and Assoc Professor	59	Eligible
Director and Assoc Professor	65	Eligible
Director and Professor	49	Ineligible
Director and Professor	56	Ineligible
Director and Professor	66	Ineligible
Director and Professor	50	Ineligible
Director and Professor	55	Ineligible
Instructor	40	Ineligible

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 19 of 60**

Instructor	50	Ineligible
Instructor	32	Ineligible
Instructor	38	Ineligible
Instructor	40	Ineligible
Instructor	50	Ineligible
Instructor	45	Ineligible
Instructor	54	Ineligible
Instructor	57	Ineligible
Instructor	34	Ineligible
Instructor	51	Ineligible
Instructor	35	Ineligible
Instructor	50	Ineligible
Instructor	52	Ineligible
Instructor	42	Ineligible
Instructor	48	Ineligible
Instructor	52	Ineligible
Instructor	36	Ineligible
Instructor	60	Ineligible
Instructor	55	Ineligible
Instructor	47	Ineligible
Instructor	45	Ineligible
Instructor	52	Ineligible
Instructor	51	Ineligible
Instructor	34	Ineligible
Instructor	28	Ineligible
Instructor	38	Ineligible
Instructor	38	Ineligible
Instructor	38	Ineligible
Instructor	48	Ineligible
Instructor	53	Ineligible
Instructor	52	Ineligible
Instructor	49	Ineligible
Instructor	56	Ineligible
Instructor	41	Ineligible
Instructor	43	Ineligible
Instructor	38	Ineligible
Instructor	45	Ineligible
Instructor	61	Ineligible
Instructor	56	Ineligible
Instructor	47	Ineligible
Instructor	40	Ineligible
Instructor	35	Ineligible
Instructor	51	Ineligible
Instructor	48	Ineligible

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 20 of 60

Instructor	44	Ineligible
Instructor	46	Ineligible
Instructor	44	Ineligible
Instructor	54	Ineligible
Instructor	50	Ineligible
Instructor	55	Ineligible
Instructor	56	Ineligible
Instructor	39	Ineligible
Instructor	40	Ineligible
Instructor	42	Ineligible
Instructor	30	Ineligible
Instructor	50	Ineligible
Instructor	40	Ineligible
Instructor	48	Ineligible
Instructor	45	Ineligible
Instructor	27	Ineligible
Instructor	31	Ineligible
Instructor	54	Ineligible
Instructor	37	Ineligible
Instructor	58	Ineligible
Instructor	53	Ineligible
Instructor	60	Ineligible
Instructor	56	Ineligible
Instructor	54	Ineligible
Instructor	44	Ineligible
Instructor	55	Ineligible
Instructor	56	Eligible
Instructor	64	Eligible
Instructor	65	Eligible
Instructor	65	Eligible
Instructor	63	Eligible
Instructor	61	Eligible
Instructor	59	Eligible
Instructor	59	Eligible
Instructor	63	Eligible
Instructor	63	Eligible
Instructor	67	Eligible
Instructor	63	Eligible
Instructor	65	Eligible
Instructor	59	Eligible
Instructor	66	Eligible
Instructor	60	Eligible
Instructor	59	Eligible
Instructor - Adjunct	51	Ineligible

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 21 of 60

Instructor - Clinical	61	Eligible
Instructor - Clinical	54	Eligible
Instructor - Visiting	34	Ineligible
Instructor - Visiting	41	Ineligible
Instructor - Visiting	48	Ineligible
Instructor - Visiting	44	Ineligible
Instructor - Visiting	31	Ineligible
Instructor - Visiting	38	Ineligible
Instructor - Visiting	32	Ineligible
Instructor - Visiting	47	Ineligible
Instructor - Visiting	34	Ineligible
Instructor - Visiting	41	Ineligible
Instructor - Visiting	48	Ineligible
Instructor - Visiting	31	Ineligible
Instructor - Visiting	52	Ineligible
Instructor - Visiting	28	Ineligible
Instructor - Visiting	49	Ineligible
Instructor - Visiting	38	Ineligible
Instructor - Visiting	24	Ineligible
Instructor - Visiting	36	Ineligible
Instructor - Visiting	41	Ineligible
Instructor - Visiting	51	Ineligible
Instructor - Visiting	49	Ineligible
Instructor - Visiting	37	Ineligible
Instructor - Visiting	58	Ineligible
Instructor - Visiting	39	Ineligible
Instructor - Visiting	34	Ineligible
Instructor - Visiting	36	Ineligible
Instructor - Visiting	28	Ineligible
Instructor - Visiting	52	Ineligible
Instructor - Visiting	37	Ineligible
Instructor - Visiting	54	Ineligible
Instructor - Visiting	25	Ineligible
Instructor - Visiting	24	Ineligible
Instructor - Visiting	37	Ineligible
Instructor - Visiting	56	Ineligible
Instructor - Visiting	39	Ineligible
Instructor - Visiting	51	Ineligible
Instructor - Visiting	47	Ineligible
Instructor - Visiting	33	Ineligible
Instructor - Visiting	37	Ineligible
Instructor - Visiting	37	Ineligible
Instructor - Visiting	28	Ineligible
Instructor - Visiting	28	Ineligible

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 22 of 60

Instructor - Visiting	26	Ineligible
Instructor - Visiting	34	Ineligible
Instructor - Visiting	42	Ineligible
Instructor - Visiting	35	Ineligible
Instructor - Visiting	37	Ineligible
Instructor - Visiting	52	Ineligible
Instructor - Visiting	31	Ineligible
Instructor - Visiting	59	Eligible
Instructor - Visiting	64	Eligible
Lecturer	54	Ineligible
Lecturer - Visiting	43	Ineligible
Librarian and Professor	63	Eligible
Librarian/Assistant Professor	33	Ineligible
Librarian/Assistant Professor	42	Ineligible
Librarian/Assistant Professor	37	Ineligible
Librarian/Assistant Professor	55	Ineligible
Librarian/Assistant Professor	55	Ineligible
Librarian/Assistant Professor	41	Ineligible
Librarian/Associate Professor	35	Ineligible
Librarian/Associate Professor	34	Ineligible
Librarian/Associate Professor	36	Ineligible
Librarian/Associate Professor	41	Ineligible
Librarian/Associate Professor	46	Ineligible
Librarian/Associate Professor	55	Ineligible
Librarian/Associate Professor	59	Ineligible
Librarian/Associate Professor	42	Ineligible
Librarian/Associate Professor	41	Ineligible
Librarian/Associate Professor	51	Eligible
Librarian/Associate Professor	50	Eligible
Librarian/Associate Professor	50	Eligible
Librarian/Associate Professor	63	Ineligible
Librarian/Associate Professor	58	Eligible
Librarian/Associate Professor	59	Eligible
Painter 05	63	Eligible
Professor	58	Ineligible
Professor	55	Ineligible
Professor	57	Ineligible
Professor	51	Ineligible
Professor	54	Ineligible
Professor	48	Ineligible
Professor	58	Ineligible
Professor	68	Ineligible
Professor	53	Ineligible
Professor	48	Ineligible

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 23 of 60**

Professor	56	Ineligible
Professor	58	Ineligible
Professor	48	Ineligible
Professor	56	Ineligible
Professor	45	Ineligible
Professor	49	Ineligible
Professor	58	Ineligible
Professor	47	Ineligible
Professor	45	Ineligible
Professor	52	Ineligible
Professor	56	Ineligible
Professor	41	Ineligible
Professor	52	Ineligible
Professor	55	Ineligible
Professor	55	Ineligible
Professor	57	Ineligible
Professor	57	Ineligible
Professor	54	Ineligible
Professor	57	Ineligible
Professor	54	Ineligible
Professor	49	Ineligible
Professor	44	Ineligible
Professor	47	Ineligible
Professor	66	Eligible
Professor	54	Eligible
Professor	58	Eligible
Professor	63	Eligible
Professor	60	Eligible
Professor	61	Eligible
Professor	57	Eligible
Professor	72	Eligible
Professor	57	Eligible
Professor	50	Eligible
Professor	67	Eligible
Professor	50	Eligible
Professor	66	Eligible
Professor	63	Eligible
Professor	61	Eligible
Professor	67	Eligible
Professor	67	Eligible
Professor	61	Eligible
Professor	59	Eligible
Professor	63	Eligible
Professor	49	Eligible

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 24 of 60

Professor	65	Eligible
Professor	57	Eligible
Professor	68	Eligible
Professor	64	Eligible
Professor	60	Eligible
Professor	71	Eligible
Professor	58	Eligible
Professor	62	Eligible
Professor	55	Eligible
Professor	59	Eligible
Professor	78	Eligible
Professor	73	Eligible
Professor	50	Eligible
Professor	64	Eligible
Professor	59	Eligible
Professor	60	Eligible
Professor	64	Eligible
Professor	71	Eligible
Professor	66	Eligible
Professor	55	Eligible
Professor	66	Eligible
Professor	64	Eligible
Professor	59	Eligible
Professor	62	Eligible
Professor	68	Eligible
Professor	61	Eligible
Professor	72	Eligible
Professor	56	Eligible
Professor	70	Eligible
Professor	59	Eligible
Professor	71	Eligible
Professor	57	Eligible
Professor	67	Eligible
Professor	57	Eligible
Professor	60	Eligible
Professor	63	Eligible
Professor	57	Eligible
Professor	67	Eligible
Professor	62	Eligible
Professor	61	Eligible
Professor	54	Eligible
Professor	67	Eligible
Professor	74	Eligible
Professor	57	Eligible

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 25 of 60**

Professor	64	Eligible
Professor	65	Eligible
Professor	61	Eligible
Professor	75	Eligible
Professor	57	Eligible
Professor - Research	49	Ineligible
Professor - Research	37	Ineligible
Professor of Practice	52	Ineligible
Professor of Practice	45	Ineligible
Professor of Practice	57	Ineligible
Professor of Practice	51	Ineligible
Professor of Practice	52	Ineligible
Research Scientist	32	Ineligible
Research Scientist	51	Ineligible
Research Scientist	35	Ineligible
Research Scientist	51	Ineligible
Research Scientist	57	Ineligible
Research Scientist	44	Ineligible
Research Scientist	39	Ineligible
Research Scientist	45	Ineligible
Research Scientist	53	Ineligible
Research Scientist	61	Ineligible
Research Scientist	34	Ineligible
Research Scientist	78	Eligible
Research Scientist Sr	40	Ineligible
Research Scientist Sr	67	Eligible
Research Scientist Sr	60	Eligible

Professional

Title	Age	Eligible/Ineligible
Accountant 12	25	Ineligible
Accountant 12	48	Ineligible
Accountant 12	58	Ineligible
Accountant 12	32	Ineligible
Accountant 12	30	Ineligible
Accountant 12	48	Ineligible
Accountant 12	53	Ineligible
Accountant 13	43	Ineligible
Accountant 13	38	Ineligible
Accountant 13	32	Ineligible
Accountant 14	42	Ineligible
Accountant 15	54	Ineligible
Accounts Analyst 10	45	Ineligible
Administrative Assistant - Gra	51	Ineligible

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 26 of 60

Administrative Assistant - Gra	57	Ineligible
Administrative Assistant - Gra	56	Ineligible
Administrative Assistant - Gra	46	Ineligible
Administrative Assistant - Gra	49	Ineligible
Administrative Assistant - Gra	49	Ineligible
Administrative Assistant - Gra	55	Ineligible
Administrative Assistant - Gra	53	Ineligible
Administrative Assistant - Gra	34	Ineligible
Administrative Assistant - Gra	47	Ineligible
Administrative Assistant - Gra	70	Eligible
Administrative Assistant 10	47	Ineligible
Administrative Assistant 10	43	Ineligible
Administrative Assistant 10	42	Ineligible
Administrative Assistant 10	51	Ineligible
Administrative Assistant 10	56	Ineligible
Administrative Assistant 10	34	Ineligible
Administrative Assistant 10	51	Ineligible
Administrative Assistant 10	29	Ineligible
Administrative Assistant 10	49	Ineligible
Administrative Assistant 10	39	Ineligible
Administrative Assistant 10	26	Ineligible
Administrative Assistant 10	65	Eligible
Administrative Assistant 11	36	Ineligible
Administrative Assistant 11	57	Ineligible
Administrative Assistant 11	49	Ineligible
Administrative Assistant 11	29	Ineligible
Administrative Assistant 11	56	Ineligible
Administrative Assistant 11	60	Eligible
Administrative Assistant 11	53	Eligible
Administrative Assistant 12	52	Ineligible
Administrative Assistant 12	41	Ineligible
Administrative Assistant 12	51	Ineligible
Administrative Assistant 12	53	Ineligible
Administrative Assistant 12	28	Ineligible
Administrative Assistant 12	55	Eligible
Administrative Assistant 13	30	Ineligible
Administrator 11	40	Ineligible
Administrator 12	34	Ineligible
Administrator 12	50	Ineligible
Administrator 12	33	Ineligible
Administrator 12	63	Eligible
Administrator 13	43	Ineligible
Administrator 13	44	Ineligible
Administrator 13	24	Ineligible

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 27 of 60

Administrator 13	38	Ineligible
Administrator 14	46	Ineligible
Administrator 14	31	Ineligible
Administrator 15	49	Ineligible
Administrator 15	60	Eligible
Advisor 11	31	Ineligible
Advisor 11	26	Ineligible
Advisor 12	39	Ineligible
Analyst 11	54	Ineligible
Analyst 11	50	Ineligible
Analyst 12	36	Ineligible
Analyst 12	63	Eligible
Analyst 13	45	Ineligible
Analyst 13	32	Ineligible
Analyst 13	38	Ineligible
Analyst 13	26	Ineligible
Analyst 13	46	Ineligible
Analyst 13	29	Ineligible
Analyst 13	43	Ineligible
Analyst 13	38	Ineligible
Analyst 13	48	Eligible
Analyst 13	60	Eligible
Analyst 14	34	Ineligible
Analyst 14	57	Ineligible
Analyst 14	45	Ineligible
Analyst 14	53	Ineligible
Analyst 14	52	Ineligible
Analyst 14	50	Ineligible
Analyst 14	57	Eligible
Assistant Coach	38	Ineligible
Assistant Coach	41	Ineligible
Assistant Coach	41	Ineligible
Assistant Coach	25	Ineligible
Assistant Coach	47	Ineligible
Assistant Coach	28	Ineligible
Assistant Coach	33	Ineligible
Assistant Coach	30	Ineligible
Assistant Coach	47	Ineligible
Assistant Coach	47	Ineligible
Assistant Coach	41	Ineligible
Assistant Coach	30	Ineligible
Assistant Coach	50	Ineligible
Assistant Coach	35	Ineligible
Assistant Coach	28	Ineligible

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 28 of 60

Assistant Coach	26	Ineligible
Assistant Coach	35	Ineligible
Assistant Coach	25	Ineligible
Assistant Coach	30	Ineligible
Assistant Coach	41	Ineligible
Assistant Coach	32	Ineligible
Assistant Coach	46	Ineligible
Assistant Coach	38	Ineligible
Assistant Dean - Nonacademic	29	Ineligible
Assistant Director - Grant	43	Ineligible
Assistant Director - Grant	36	Ineligible
Assistant Director - Grant	26	Ineligible
Assistant Director - Grant	43	Ineligible
Assistant Director - Grant	58	Ineligible
Assistant Director - Grant	38	Ineligible
Assistant Director 12	55	Ineligible
Assistant Director 12	44	Ineligible
Assistant Director 12	30	Ineligible
Assistant Director 12	42	Ineligible
Assistant Director 12	33	Ineligible
Assistant Director 12	42	Ineligible
Assistant Director 13	29	Ineligible
Assistant Director 13	37	Ineligible
Assistant Director 13	28	Ineligible
Assistant Director 13	31	Ineligible
Assistant Director 13	33	Ineligible
Assistant Director 13	26	Ineligible
Assistant Director 13	27	Ineligible
Assistant Director 13	46	Ineligible
Assistant Director 13	30	Ineligible
Assistant Director 13	34	Ineligible
Assistant Director 13	60	Eligible
Assistant Director 13	61	Eligible
Assistant Director 14	36	Ineligible
Assistant Director 14	35	Ineligible
Assistant Director 14	50	Ineligible
Assistant Director 14	29	Ineligible
Assistant Director 14	27	Ineligible
Assistant Director 14	47	Ineligible
Assistant Director 14	33	Ineligible
Assistant Director 14	34	Ineligible
Assistant Director 14	59	Eligible
Assistant Director 15	47	Ineligible
Assistant Director 15	36	Ineligible

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 29 of 60

Assistant Director 15	27	Ineligible
Assistant Head Coach	53	Ineligible
Assistant Manager - Prof 10	36	Ineligible
Assistant Manager - Prof 11	48	Ineligible
Assistant Manager - Prof 11	54	Eligible
Assistant Manager - Prof 12	38	Ineligible
Assistant Manager - Prof 12	35	Ineligible
Assistant Manger- Prof 13	41	Ineligible
Assistant Manger- Prof 13	44	Ineligible
Assistant Research Scientist	38	Ineligible
Associate Dean - Nonacademic	34	Ineligible
Associate Director - Grant	36	Ineligible
Associate Director - Grant	46	Ineligible
Associate Director - Grant	43	Ineligible
Associate Director - Grant	62	Ineligible
Associate Director 13	53	Ineligible
Associate Director 13	43	Ineligible
Associate Director 14	34	Ineligible
Associate Director 14	39	Ineligible
Associate Director 14	43	Ineligible
Associate Director 14	30	Ineligible
Associate Director 15	31	Ineligible
Associate Director 15	45	Ineligible
Associate Director 15	57	Ineligible
Associate Director 15	57	Ineligible
Associate Director 15	32	Ineligible
Associate Director 15	43	Ineligible
Associate Director 15	57	Eligible
Associate Director 15	62	Eligible
Associate Director 15	60	Eligible
Associate Director 17	33	Ineligible
Associate Director 17	36	Ineligible
Auditor 12	33	Ineligible
Auditor 12	34	Ineligible
Business Manager 10	52	Ineligible
Business Manager 13	48	Ineligible
Buyer 11	52	Ineligible
Buyer 12	32	Ineligible
Buyer 13	44	Ineligible
Buyer 13	31	Ineligible
Captain - Boat 13	45	Ineligible
Captain - Port 14	51	Eligible
Coach - Head	43	Ineligible
Coach - Head	48	Ineligible

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 30 of 60

Coach - Head	37	Ineligible
Coach - Head	34	Ineligible
Coach - Head	54	Ineligible
Coach - Head	48	Ineligible
Coach - Head	36	Ineligible
Coach - Head	48	Ineligible
Coach - Head	36	Ineligible
Coach - Head	28	Ineligible
Coach - Head	27	Ineligible
Coach - Head	58	Ineligible
Compliance Officer	67	Eligible
Coordinator - Grant	45	Ineligible
Coordinator - Grant	48	Ineligible
Coordinator - Grant	55	Ineligible
Coordinator - Grant	25	Ineligible
Coordinator - Grant	39	Ineligible
Coordinator - Grant	39	Ineligible
Coordinator - Grant	53	Ineligible
Coordinator - Grant	46	Ineligible
Coordinator - Grant	51	Ineligible
Coordinator - Grant	49	Ineligible
Coordinator - Grant	49	Ineligible
Coordinator - Grant	23	Ineligible
Coordinator - Grant	42	Ineligible
Coordinator - Grant	36	Ineligible
Coordinator - Grant	36	Ineligible
Coordinator - Grant	51	Ineligible
Coordinator - Grant	35	Ineligible
Coordinator - Grant	47	Ineligible
Coordinator - Grant	38	Ineligible
Coordinator - Grant	24	Ineligible
Coordinator - Grant	36	Ineligible
Coordinator - Grant	26	Ineligible
Coordinator - Grant	52	Ineligible
Coordinator - Grant	24	Ineligible
Coordinator - Grant	58	Ineligible
Coordinator - Grant	39	Ineligible
Coordinator - Grant	43	Ineligible
Coordinator - Grant	31	Ineligible
Coordinator - Grant	32	Ineligible
Coordinator - Grant	26	Ineligible
Coordinator - Grant	45	Ineligible
Coordinator - Grant	27	Ineligible
Coordinator - Grant	50	Ineligible

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 31 of 60**

Coordinator - Grant	42	Ineligible
Coordinator - Grant	28	Ineligible
Coordinator - Grant	36	Ineligible
Coordinator - Grant	45	Ineligible
Coordinator - Grant	32	Ineligible
Coordinator - Grant	32	Ineligible
Coordinator - Grant	46	Ineligible
Coordinator - Grant	44	Ineligible
Coordinator - Grant	44	Ineligible
Coordinator - Grant	27	Ineligible
Coordinator - Grant	32	Ineligible
Coordinator - Grant	29	Ineligible
Coordinator - Grant	63	Eligible
Coordinator - Grant	61	Eligible
Coordinator - Grant	59	Eligible
Coordinator - Grant	54	Eligible
Coordinator - Prof 10	54	Ineligible
Coordinator - Prof 10	48	Ineligible
Coordinator - Prof 10	25	Ineligible
Coordinator - Prof 10	48	Ineligible
Coordinator - Prof 10	25	Ineligible
Coordinator - Prof 10	29	Ineligible
Coordinator - Prof 10	25	Ineligible
Coordinator - Prof 10	37	Ineligible
Coordinator - Prof 10	31	Ineligible
Coordinator - Prof 10	42	Ineligible
Coordinator - Prof 10	47	Ineligible
Coordinator - Prof 10	39	Ineligible
Coordinator - Prof 10	37	Ineligible
Coordinator - Prof 10	51	Eligible
Coordinator - Prof 10	67	Eligible
Coordinator - Prof 11	26	Ineligible
Coordinator - Prof 11	30	Ineligible
Coordinator - Prof 11	49	Ineligible
Coordinator - Prof 11	28	Ineligible
Coordinator - Prof 11	43	Ineligible
Coordinator - Prof 11	24	Ineligible
Coordinator - Prof 11	33	Ineligible
Coordinator - Prof 11	58	Ineligible
Coordinator - Prof 11	30	Ineligible
Coordinator - Prof 11	24	Ineligible
Coordinator - Prof 11	24	Ineligible
Coordinator - Prof 11	41	Ineligible
Coordinator - Prof 11	49	Ineligible

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 32 of 60

Coordinator - Prof 11	37	Ineligible
Coordinator - Prof 11	44	Ineligible
Coordinator - Prof 11	38	Ineligible
Coordinator - Prof 11	27	Ineligible
Coordinator - Prof 11	29	Ineligible
Coordinator - Prof 11	26	Ineligible
Coordinator - Prof 11	29	Ineligible
Coordinator - Prof 11	32	Ineligible
Coordinator - Prof 11	29	Ineligible
Coordinator - Prof 11	58	Ineligible
Coordinator - Prof 12	28	Ineligible
Coordinator - Prof 12	28	Ineligible
Coordinator - Prof 12	28	Ineligible
Coordinator - Prof 12	28	Ineligible
Coordinator - Prof 12	26	Ineligible
Coordinator - Prof 12	27	Ineligible
Coordinator - Prof 12	26	Ineligible
Coordinator - Prof 12	36	Ineligible
Coordinator - Prof 12	26	Ineligible
Coordinator - Prof 12	39	Ineligible
Coordinator - Prof 12	31	Ineligible
Coordinator - Prof 12	23	Ineligible
Coordinator - Prof 12	28	Ineligible
Coordinator - Prof 12	47	Ineligible
Coordinator - Prof 12	54	Ineligible
Coordinator - Prof 12	28	Ineligible
Coordinator - Prof 12	25	Ineligible
Coordinator - Prof 12	34	Ineligible
Coordinator - Prof 12	40	Ineligible
Coordinator - Prof 12	43	Ineligible
Coordinator - Prof 12	27	Ineligible
Coordinator - Prof 12	39	Ineligible
Coordinator - Prof 12	38	Ineligible
Coordinator - Prof 12	53	Ineligible
Coordinator - Prof 12	51	Ineligible
Coordinator - Prof 12	28	Ineligible
Coordinator - Prof 12	27	Ineligible
Coordinator - Prof 12	63	Eligible
Coordinator - Prof 13	29	Ineligible
Coordinator - Prof 13	51	Ineligible
Coordinator - Prof 13	30	Ineligible
Coordinator - Prof 13	47	Ineligible
Coordinator - Prof 13	49	Ineligible
Coordinator - Prof 13	39	Ineligible

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 33 of 60

Coordinator - Prof 13	44	Ineligible
Coordinator - Prof 13	40	Ineligible
Coordinator - Prof 13	25	Ineligible
Coordinator - Prof 13	48	Ineligible
Coordinator - Prof 13	28	Ineligible
Coordinator - Prof 13	57	Ineligible
Coordinator - Prof 13	40	Ineligible
Coordinator - Prof 13	29	Ineligible
Coordinator - Prof 13	31	Ineligible
Coordinator - Prof 13	53	Ineligible
Coordinator - Prof 13	34	Ineligible
Coordinator - Prof 13	35	Ineligible
Coordinator - Prof 13	48	Eligible
Coordinator - Prof 13	60	Eligible
Coordinator - Prof 13	59	Eligible
Coordinator - Prof 13	47	Eligible
Coordinator - Prof 13	61	Eligible
Coordinator - Prof 14	43	Ineligible
Coordinator - Prof 14	48	Ineligible
Coordinator - Prof 14	34	Ineligible
Coordinator - Prof 14	44	Ineligible
Coordinator - Prof 14	59	Eligible
Coordinator - Prof 14	65	Eligible
Coordinator - Prof 14	59	Eligible
Coordinator - Prof 15	57	Ineligible
Coordinator - Prof 15	56	Ineligible
Coordinator - Prof 15	62	Eligible
Counselor - Grant	32	Ineligible
Counselor - Grant	35	Ineligible
Counselor - Grant	35	Ineligible
Counselor - Grant	40	Ineligible
Counselor 10	55	Ineligible
Counselor 10	44	Ineligible
Counselor 10	34	Ineligible
Counselor 10	29	Ineligible
Counselor 10	31	Ineligible
Counselor 10	26	Ineligible
Counselor 11	23	Ineligible
Counselor 11	36	Ineligible
Counselor 11	30	Ineligible
Counselor 11	30	Ineligible
Counselor 11	38	Ineligible
Counselor 11	45	Ineligible
Counselor 11	48	Ineligible

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 34 of 60**

Counselor 11	25	Ineligible
Counselor 11	31	Ineligible
Counselor 11	23	Ineligible
Counselor 11	24	Ineligible
Counselor 11	37	Ineligible
Counselor 11	24	Ineligible
Counselor 11	24	Ineligible
Counselor 11	50	Ineligible
Counselor 12	46	Ineligible
Counselor 12	25	Ineligible
Counselor 12	41	Ineligible
Counselor 12	55	Eligible
Counselor 13	32	Ineligible
Counselor 13	28	Ineligible
Counselor 13	50	Ineligible
Counselor 13	33	Ineligible
Curator	55	Ineligible
Development Officer	26	Ineligible
Development Officer	41	Ineligible
Development Officer	41	Ineligible
Development Officer	37	Ineligible
Dietitian 12	37	Ineligible
Director - Grant	59	Ineligible
Director - Grant	58	Ineligible
Director - Grant	33	Ineligible
Director - Grant	52	Ineligible
Director - Grant	56	Ineligible
Director - Grant	53	Ineligible
Director - Grant	36	Ineligible
Director - Grant	43	Ineligible
Director - Grant	45	Ineligible
Director - Grant	53	Ineligible
Director - Grant	35	Ineligible
Director - Grant	53	Ineligible
Director - Grant	42	Ineligible
Director - Grant	56	Ineligible
Director - Grant	62	Eligible
Director - Grant	56	Eligible
Director - Grant	64	Eligible
Director - Grant	50	Eligible
Director - Professional 14	58	Ineligible
Director - Professional 14	24	Ineligible
Director - Professional 14	55	Ineligible
Director - Professional 14	60	Eligible

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 35 of 60**

Director-Professional	46	Ineligible
Director-Professional	30	Ineligible
Director-Professional	34	Ineligible
Director-Professional	40	Ineligible
Director-Professional	38	Ineligible
Director-Professional	33	Ineligible
Director-Professional	41	Ineligible
Director-Professional	29	Ineligible
Director-Professional	43	Ineligible
Director-Professional	32	Ineligible
Director-Professional	41	Ineligible
Director-Professional	47	Ineligible
Director-Professional	47	Ineligible
Director-Professional	53	Ineligible
Director-Professional	39	Ineligible
Director-Professional	49	Ineligible
Director-Professional	54	Ineligible
Director-Professional	38	Ineligible
Director-Professional	61	Ineligible
Director-Professional	42	Ineligible
Director-Professional	35	Ineligible
Director-Professional	48	Ineligible
Director-Professional	26	Ineligible
Director-Professional	50	Ineligible
Director-Professional	49	Ineligible
Director-Professional	45	Ineligible
Director-Professional	41	Ineligible
Director-Professional	43	Ineligible
Director-Professional	50	Ineligible
Director-Professional	39	Ineligible
Director-Professional	37	Ineligible
Director-Professional	37	Ineligible
Director-Professional	55	Ineligible
Director-Professional	41	Ineligible
Director-Professional	56	Ineligible
Director-Professional	31	Ineligible
Director-Professional	42	Ineligible
Director-Professional	64	Eligible
Director-Professional	67	Eligible
Director-Professional	60	Eligible
Director-Professional	56	Eligible
Director-Professional	57	Eligible
Editor 12	32	Ineligible
Educator - Grant	31	Ineligible

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 36 of 60

Educator - Grant	48	Ineligible
Educator - Grant	39	Ineligible
Educator - Grant	35	Ineligible
Educator - Grant	58	Eligible
Engineer - Grant	26	Ineligible
Engineer - Grant	47	Ineligible
Engineer 13	39	Ineligible
Engineer 14	34	Ineligible
Engineer 14	39	Ineligible
Engineer 14	29	Ineligible
Grants Administrator	49	Ineligible
Grants Administrator 15	36	Ineligible
Instructor-Non Credit	38	Ineligible
Instructor-Non Credit	57	Eligible
Instructor-Non Credit	56	Eligible
Instructor-Non Credit	59	Eligible
Librarian	48	Ineligible
Manager - Professional 10	29	Ineligible
Manager - Professional 10	34	Ineligible
Manager - Professional 10	29	Ineligible
Manager - Professional 10	50	Ineligible
Manager - Professional 10	78	Eligible
Manager - Professional 11	47	Ineligible
Manager - Professional 11	26	Ineligible
Manager - Professional 11	27	Ineligible
Manager - Professional 11	28	Ineligible
Manager - Professional 11	26	Ineligible
Manager - Professional 11	53	Ineligible
Manager - Professional 11	37	Ineligible
Manager - Professional 11	25	Ineligible
Manager - Professional 11	61	Eligible
Manager - Professional 12	30	Ineligible
Manager - Professional 12	39	Ineligible
Manager - Professional 12	28	Ineligible
Manager - Professional 12	25	Ineligible
Manager - Professional 12	33	Ineligible
Manager - Professional 12	27	Ineligible
Manager - Professional 12	32	Ineligible
Manager - Professional 12	27	Ineligible
Manager - Professional 12	55	Ineligible
Manager - Professional 12	36	Ineligible
Manager - Professional 12	45	Ineligible
Manager - Professional 12	60	Ineligible
Manager - Professional 12	27	Ineligible

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 37 of 60

Manager - Professional 12	39	Ineligible
Manager - Professional 12	42	Ineligible
Manager - Professional 12	25	Ineligible
Manager - Professional 12	31	Ineligible
Manager - Professional 12	47	Eligible
Manager - Professional 13	46	Ineligible
Manager - Professional 13	28	Ineligible
Manager - Professional 13	56	Ineligible
Manager - Professional 13	29	Ineligible
Manager - Professional 13	30	Ineligible
Manager - Professional 13	31	Ineligible
Manager - Professional 13	32	Ineligible
Manager - Professional 13	60	Ineligible
Manager - Professional 13	25	Ineligible
Manager - Professional 13	54	Ineligible
Manager - Professional 13	48	Ineligible
Manager - Professional 13	46	Ineligible
Manager - Professional 13	30	Ineligible
Manager - Professional 13	40	Ineligible
Manager - Professional 13	44	Ineligible
Manager - Professional 13	42	Ineligible
Manager - Professional 13	47	Ineligible
Manager - Professional 13	32	Ineligible
Manager - Professional 13	48	Ineligible
Manager - Professional 13	39	Ineligible
Manager - Professional 13	37	Ineligible
Manager - Professional 13	53	Ineligible
Manager - Professional 13	55	Ineligible
Manager - Professional 13	40	Ineligible
Manager - Professional 13	56	Ineligible
Manager - Professional 13	49	Eligible
Manager - Professional 13	57	Eligible
Manager - Professional 13	54	Eligible
Manager - Professional 13	63	Eligible
Manager - Professional 13	60	Eligible
Manager - Professional 14	40	Ineligible
Manager - Professional 14	42	Ineligible
Manager - Professional 14	50	Ineligible
Manager - Professional 14	48	Ineligible
Manager - Professional 14	34	Ineligible
Manager - Professional 14	45	Ineligible
Manager - Professional 14	57	Ineligible
Manager - Professional 14	38	Ineligible
Manager - Professional 14	33	Ineligible

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 38 of 60

Manager - Professional 14	42	Ineligible
Manager - Professional 14	56	Ineligible
Manager - Professional 14	50	Ineligible
Manager - Professional 14	55	Ineligible
Manager - Professional 14	48	Ineligible
Manager - Professional 14	39	Ineligible
Manager - Professional 14	47	Ineligible
Manager - Professional 14	24	Ineligible
Manager - Professional 14	55	Ineligible
Manager - Professional 14	62	Eligible
Manager - Professional 14	60	Eligible
Manager - Professional 14	61	Eligible
Manager - Professional 14	56	Eligible
Manager - Professional 14	50	Eligible
Manager - Professional 14	62	Eligible
Manager - Professional 15	44	Ineligible
Manager - Professional 15	53	Ineligible
Manager - Professional 15	39	Ineligible
Manager - Professional 15	31	Ineligible
Manager - Professional 15	63	Eligible
Manager - Professional 15	61	Eligible
Manager - Professional 16	40	Ineligible
Manager - Professional 16	47	Ineligible
Manager - Professional 16	34	Ineligible
Manager - Professional 16	40	Ineligible
Nurse 12	51	Ineligible
Nurse Lpn 11	38	Ineligible
Nurse Lpn 11	48	Ineligible
Nurse Lpn 11	41	Ineligible
Nurse Lpn 11	45	Ineligible
Pathologist - Grant	41	Ineligible
Pathologist - Grant	24	Ineligible
Pathologist - Grant	52	Ineligible
Pathologist - Grant	32	Ineligible
Pathologist - Grant	27	Ineligible
Pathologist - Grant	27	Ineligible
Pathologist - Grant	33	Ineligible
Pathologist - Grant	45	Ineligible
Pathologist - Grant	51	Ineligible
Pathologist - Grant	24	Ineligible
Pathologist - Grant	26	Ineligible
Pathologist - Grant	27	Ineligible
Pathologist - Grant	46	Ineligible
Pathologist - Grant	33	Ineligible

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 39 of 60

Pathologist - Grant	27	Ineligible
Pathologist - Grant	53	Eligible
Pathologist - Grant	59	Eligible
Pharmacist 14	39	Ineligible
Physician	48	Ineligible
Physician	63	Eligible
Psychologist	58	Ineligible
Recruiter 10	23	Ineligible
Research Assistant	44	Ineligible
Research Assistant	48	Ineligible
Research Assistant	34	Ineligible
Research Assistant	41	Ineligible
Research Assistant	33	Ineligible
Research Assistant	33	Ineligible
Research Assistant	33	Ineligible
Research Assistant	23	Ineligible
Research Assistant	39	Ineligible
Research Assistant	25	Ineligible
Research Assistant	27	Ineligible
Research Associate	46	Ineligible
Research Associate	51	Ineligible
Research Associate	53	Ineligible
Research Associate	38	Ineligible
Research Associate	54	Ineligible
Research Associate	39	Ineligible
Research Associate	49	Ineligible
Research Associate	32	Ineligible
Research Associate	36	Ineligible
Research Associate	39	Ineligible
Research Associate	26	Ineligible
Research Associate	28	Ineligible
Research Associate	32	Ineligible
Research Associate	31	Ineligible
Research Associate	45	Ineligible
Research Associate	34	Ineligible
Research Associate	57	Ineligible
Research Associate	31	Ineligible
Research Associate	32	Ineligible
Research Associate	35	Ineligible
Research Associate	44	Ineligible
Research Associate	30	Ineligible
Research Associate	44	Ineligible
Research Associate	35	Ineligible
Research Associate	61	Eligible

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 40 of 60

Research Associate 14	40	Ineligible
Researcher - Grant	34	Ineligible
Researcher - Grant	31	Ineligible
Researcher - Grant	38	Ineligible
Researcher - Grant	32	Ineligible
Researcher - Grant	30	Ineligible
Researcher - Grant	38	Ineligible
Researcher - Grant	35	Ineligible
Researcher - Grant	29	Ineligible
Researcher - Grant	36	Ineligible
Researcher - Grant	33	Ineligible
Researcher - Grant	32	Ineligible
Researcher - Grant	40	Ineligible
Researcher - Grant	32	Ineligible
Researcher - Grant	23	Ineligible
Researcher - Grant	35	Ineligible
Researcher - Grant	52	Ineligible
Researcher - Grant	30	Ineligible
Researcher - Grant	29	Ineligible
Researcher - Grant	31	Ineligible
Researcher - Grant	29	Ineligible
Researcher - Grant	32	Ineligible
Researcher - Grant	36	Ineligible
Researcher - Grant	28	Ineligible
Researcher - Grant	42	Ineligible
Researcher - Grant	30	Ineligible
Special Educator - Grant	41	Ineligible
Specialist - Grant	39	Ineligible
Specialist - Grant	41	Ineligible
Specialist - Grant	32	Ineligible
Specialist - Grant	54	Ineligible
Specialist - Grant	42	Ineligible
Specialist - Grant	43	Ineligible
Specialist - Grant	56	Ineligible
Specialist - Grant	35	Ineligible
Specialist - Grant	36	Ineligible
Specialist - Grant	36	Ineligible
Specialist - Grant	42	Ineligible
Specialist - Grant	39	Ineligible
Specialist - Grant	45	Ineligible
Specialist - Grant	43	Ineligible
Specialist - Grant	25	Ineligible
Specialist - Grant	24	Ineligible
Specialist - Grant	47	Ineligible

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 41 of 60

Specialist - Grant	28	Ineligible
Specialist - Grant	30	Ineligible
Specialist - Grant	32	Ineligible
Specialist - Grant	63	Eligible
Specialist - Professional 10	46	Ineligible
Specialist - Professional 10	29	Ineligible
Specialist - Professional 10	49	Ineligible
Specialist - Professional 10	38	Ineligible
Specialist - Professional 10	40	Ineligible
Specialist - Professional 10	43	Ineligible
Specialist - Professional 10	22	Ineligible
Specialist - Professional 10	50	Ineligible
Specialist - Professional 10	31	Ineligible
Specialist - Professional 10	27	Ineligible
Specialist - Professional 10	26	Ineligible
Specialist - Professional 10	54	Ineligible
Specialist - Professional 10	57	Eligible
Specialist - Professional 10	59	Eligible
Specialist - Professional 11	38	Ineligible
Specialist - Professional 11	29	Ineligible
Specialist - Professional 11	46	Ineligible
Specialist - Professional 11	42	Ineligible
Specialist - Professional 11	36	Ineligible
Specialist - Professional 11	54	Ineligible
Specialist - Professional 11	44	Ineligible
Specialist - Professional 11	61	Eligible
Specialist - Professional 11	60	Eligible
Specialist - Professional 11	65	Eligible
Specialist - Professional 12	43	Ineligible
Specialist - Professional 12	53	Ineligible
Specialist - Professional 12	28	Ineligible
Specialist - Professional 12	45	Ineligible
Specialist - Professional 12	28	Ineligible
Specialist - Professional 12	35	Ineligible
Specialist - Professional 12	59	Ineligible
Specialist - Professional 12	35	Ineligible
Specialist - Professional 12	29	Ineligible
Specialist - Professional 12	53	Ineligible
Specialist - Professional 12	35	Ineligible
Specialist - Professional 12	50	Ineligible
Specialist - Professional 12	34	Ineligible
Specialist - Professional 12	31	Ineligible
Specialist - Professional 12	31	Ineligible
Specialist - Professional 12	28	Ineligible

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 42 of 60

Specialist - Professional 12	55	Eligible
Specialist - Professional 13	38	Ineligible
Specialist - Professional 13	27	Ineligible
Specialist - Professional 13	29	Ineligible
Specialist - Professional 13	28	Ineligible
Specialist - Professional 13	45	Ineligible
Specialist - Professional 13	40	Ineligible
Specialist - Professional 13	26	Ineligible
Specialist - Professional 13	38	Ineligible
Specialist - Professional 13	30	Ineligible
Specialist - Professional 13	26	Ineligible
Specialist - Professional 13	26	Ineligible
Specialist - Professional 13	37	Ineligible
Specialist - Professional 13	26	Ineligible
Specialist - Professional 13	45	Ineligible
Specialist - Professional 13	30	Ineligible
Specialist - Professional 13	61	Eligible
Specialist - Professional 13	61	Eligible
Specialist - Professional 14	25	Ineligible
Specialist - Professional 14	55	Ineligible
Specialist - Professional 14	56	Ineligible
Specialist - Professional 14	33	Ineligible
Specialist - Professional 15	39	Ineligible
Specialist - Professional 16	34	Ineligible
Specialist - Professional 16	35	Ineligible
Specialist - Professional 16	35	Ineligible
Specialist - Professional 16	63	Eligible
Superintendent - Profess 13	55	Ineligible
Superintendent - Serv/Maint 15	42	Eligible
Superintendent-SkillCraft 15	51	Ineligible
Supervisor - Professional 10	38	Ineligible
Supervisor - Professional 10	28	Ineligible
Supervisor - Professional 11	56	Ineligible
Supervisor - Professional 11	43	Ineligible
Supervisor - Professional 12	54	Ineligible
Supervisor - Professional 12	34	Ineligible
Supervisor - Professional 13	51	Ineligible
Supervisor - Skilled Crafts 14	64	Eligible
Teacher	40	Ineligible
Teacher	43	Ineligible
Teacher	25	Ineligible
Teacher	30	Ineligible
Teacher	26	Ineligible
Teacher	24	Ineligible

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 43 of 60

Teacher	57	Ineligible
Teacher	33	Ineligible
Teacher	38	Ineligible
Teacher	32	Ineligible
Teacher	58	Eligible
Technician - Technical 14	41	Ineligible
Therapist 11	52	Ineligible
Trainer - Grant	54	Ineligible
Trainer - Head	37	Ineligible
Trainer 11	25	Ineligible
Trainer 11	28	Ineligible
Trainer 11	29	Ineligible
Trainer 12	35	Ineligible
Trainer 12	30	Ineligible

Clerical

Title	Age	Eligible/Ineligible
Administrative Assistant - Grant	54	Ineligible
Administrative Assistant - Grant	44	Ineligible
Administrative Assistant - Grant	49	Ineligible
Administrative Assistant - Grant	56	Ineligible
Administrative Assistant - Grant	53	Ineligible
Administrative Assistant - Grant	31	Ineligible
Administrative Assistant - Grant	40	Ineligible
Administrative Assistant - Grant	53	Ineligible
Administrative Assistant 06	35	Ineligible
Administrative Assistant 06	28	Ineligible
Administrative Assistant 06	39	Ineligible
Administrative Assistant 06	48	Ineligible
Administrative Assistant 06	54	Ineligible
Administrative Assistant 06	24	Ineligible
Administrative Assistant 06	47	Eligible
Administrative Assistant 06	61	Eligible
Administrative Assistant 07	56	Ineligible
Administrative Assistant 07	26	Ineligible
Administrative Assistant 07	47	Ineligible
Administrative Assistant 07	37	Ineligible
Administrative Assistant 07	41	Ineligible
Administrative Assistant 07	24	Ineligible
Administrative Assistant 07	40	Ineligible
Administrative Assistant 07	61	Ineligible
Administrative Assistant 07	38	Ineligible
Administrative Assistant 07	47	Ineligible
Administrative Assistant 07	55	Ineligible

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 44 of 60

Administrative Assistant 07	48	Ineligible
Administrative Assistant 07	33	Ineligible
Administrative Assistant 07	47	Ineligible
Administrative Assistant 07	58	Ineligible
Administrative Assistant 07	32	Ineligible
Administrative Assistant 07	55	Ineligible
Administrative Assistant 07	63	Eligible
Administrative Assistant 08	51	Ineligible
Administrative Assistant 08	53	Ineligible
Administrative Assistant 08	57	Ineligible
Administrative Assistant 08	47	Ineligible
Administrative Assistant 08	54	Ineligible
Administrative Assistant 09	24	Ineligible
Administrative Assistant 09	41	Ineligible
Administrative Assistant 09	42	Ineligible
Administrative Assistant 09	26	Ineligible
Administrative Assistant 09	40	Ineligible
Administrative Assistant 09	45	Ineligible
Administrative Assistant 09	64	Eligible
Aide (Clerical)	21	Ineligible
Assistant Cashier 08	59	Eligible
Cashier 09	43	Ineligible
Clerical Assistant 05	49	Ineligible
Clerical Assistant 06	59	Eligible
Clerical Associate 08	29	Ineligible
Clerk 03	46	Ineligible
Clerk 05	53	Ineligible
Clerk 05	57	Ineligible
Clerk 05	32	Ineligible
Clerk 05	45	Ineligible
Clerk 05	51	Ineligible
Clerk 05	50	Eligible
Clerk 05	55	Eligible
Clerk 06	41	Ineligible
Clerk 06	28	Ineligible
Clerk 06	46	Ineligible
Clerk 06	51	Ineligible
Clerk 06	42	Ineligible
Clerk 06	46	Ineligible
Clerk 06	28	Ineligible
Clerk 06	40	Ineligible
Clerk 06	51	Eligible
Clerk 07	49	Ineligible
Clerk 07	43	Ineligible

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 45 of 60

Clerk 07	45	Ineligible
Clerk 08	37	Ineligible
Clerk 08	43	Ineligible
Clerk 08	50	Ineligible
Clerk 08	53	Ineligible
Clerk 08	47	Ineligible
Clerk 08	45	Ineligible
Clerk 09	39	Ineligible
Clerk 09	28	Ineligible
Coordinator - Cler 07	48	Ineligible
Coordinator - Cler 07	63	Ineligible
Coordinator - Cler 07	50	Eligible
Coordinator - Cler 08	62	Eligible
Coordinator - Cler 09	50	Eligible
Coordinator - Cler 10	46	Ineligible
Coordinator - Cler 10	31	Ineligible
Coordinator - Cler 10	51	Ineligible
Coordinator - Cler 10	50	Ineligible
Dispatcher 07	20	Ineligible
Dispatcher 07	52	Ineligible
Editor 09	49	Ineligible
Laboratory Assistant 02	53	Ineligible
Laboratory Assistant 05	23	Ineligible
Laboratory Assistant 05	49	Ineligible
Laboratory Assistant 05	61	Eligible
Manager - Clerical 09	59	Eligible
Office Manager 07	49	Ineligible
Office Manager 07	48	Ineligible
Office Manager 07	40	Ineligible
Office Manager 07	41	Ineligible
Office Manager 07	28	Ineligible
Office Manager 07	63	Eligible
Office Manager 08	46	Ineligible
Office Manager 08	55	Ineligible
Office Manager 08	58	Ineligible
Office Manager 08	53	Ineligible
Office Manager 08	27	Ineligible
Office Manager 08	42	Ineligible
Office Manager 09	43	Ineligible
Office Manager 09	59	Ineligible
Office Manager 09	53	Ineligible
Office Manager 09	43	Ineligible
Office Manager 09	49	Ineligible
Payroll Manager 10	46	Ineligible

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 46 of 60

Program Administrator 09	48	Ineligible
Receptionist 05	24	Ineligible
Receptionist 05	40	Ineligible
Receptionist 05	63	Eligible
Secretary - Executive 09	61	Eligible
Secretary - Executive 09	58	Eligible
Secretary - Executive 09	59	Eligible
Secretary - Grant	53	Ineligible
Secretary - Grant	52	Ineligible
Secretary - Grant	54	Ineligible
Secretary - Grant	57	Ineligible
Secretary 05	50	Ineligible
Secretary 05	41	Ineligible
Secretary 05	36	Ineligible
Secretary 05	52	Ineligible
Secretary 05	24	Ineligible
Secretary 05	32	Ineligible
Secretary 05	26	Ineligible
Secretary 05	39	Ineligible
Secretary 05	32	Ineligible
Secretary 05	30	Ineligible
Secretary 05	32	Ineligible
Secretary 05	53	Ineligible
Secretary 05	42	Ineligible
Secretary 05	36	Ineligible
Secretary 05	50	Ineligible
Secretary 05	37	Ineligible
Secretary 05	50	Ineligible
Secretary 05	59	Eligible
Secretary 05	56	Eligible
Secretary 05	63	Eligible
Secretary 05	60	Eligible
Secretary 05	67	Eligible
Secretary 05	58	Eligible
Secretary 06	51	Ineligible
Secretary 06	24	Ineligible
Secretary 06	58	Ineligible
Secretary 06	55	Ineligible
Secretary 06	54	Ineligible
Secretary 06	37	Ineligible
Secretary 06	49	Ineligible
Secretary 06	46	Ineligible
Secretary 06	29	Ineligible
Secretary 06	37	Ineligible

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 47 of 60

Secretary 06	57	Ineligible
Secretary 06	30	Ineligible
Secretary 06	58	Ineligible
Secretary 06	63	Eligible
Secretary 06	64	Eligible
Secretary 06	51	Eligible
Secretary 06	61	Eligible
Secretary 07	47	Ineligible
Secretary 07	56	Ineligible
Secretary 07	54	Ineligible
Secretary 07	51	Ineligible
Secretary 07	28	Ineligible
Secretary 07	28	Ineligible
Secretary 07	39	Ineligible
Secretary 07	40	Ineligible
Secretary 07	44	Ineligible
Secretary 07	51	Ineligible
Secretary 07	33	Ineligible
Secretary 07	59	Eligible
Secretary 07	59	Eligible
Secretary 07	66	Eligible
Secretary 08	28	Ineligible
Secretary 08	47	Ineligible
Secretary 08	50	Ineligible
Secretary 08	43	Ineligible
Secretary10	54	Ineligible
Secretary10	48	Ineligible
Secretary10	60	Eligible
Specialist - Clerical 05	26	Ineligible
Specialist - Clerical 05	51	Ineligible
Specialist - Clerical 05	49	Ineligible
Specialist - Clerical 06	52	Ineligible
Specialist - Clerical 06	53	Ineligible
Specialist - Clerical 06	24	Ineligible
Specialist - Clerical 06	30	Ineligible
Specialist - Clerical 06	33	Ineligible
Specialist - Clerical 06	30	Ineligible
Specialist - Clerical 06	53	Ineligible
Specialist - Clerical 06	45	Ineligible
Specialist - Clerical 06	29	Ineligible
Specialist - Clerical 06	39	Ineligible
Specialist - Clerical 06	75	Eligible
Specialist - Clerical 06	62	Eligible
Specialist - Clerical 07	49	Ineligible

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 48 of 60

Specialist - Clerical 07	52	Ineligible
Specialist - Clerical 07	31	Ineligible
Specialist - Clerical 07	30	Ineligible
Specialist - Clerical 07	29	Ineligible
Specialist - Clerical 07	55	Ineligible
Specialist - Clerical 07	48	Ineligible
Specialist - Clerical 07	38	Ineligible
Specialist - Clerical 07	50	Ineligible
Specialist - Clerical 07	35	Ineligible
Specialist - Clerical 07	39	Ineligible
Specialist - Clerical 07	58	Ineligible
Specialist - Clerical 07	27	Ineligible
Specialist - Clerical 07	45	Ineligible
Specialist - Clerical 07	50	Ineligible
Specialist - Clerical 07	28	Ineligible
Specialist - Clerical 07	63	Eligible
Specialist - Clerical 07	56	Eligible
Specialist - Clerical 07	62	Eligible
Specialist - Clerical 07	64	Eligible
Specialist - Clerical 08	42	Ineligible
Specialist - Clerical 08	54	Ineligible
Specialist - Clerical 08	26	Ineligible
Specialist - Clerical 08	47	Ineligible
Specialist - Clerical 08	56	Ineligible
Specialist - Clerical 08	27	Ineligible
Specialist - Clerical 08	52	Ineligible
Specialist - Clerical 08	46	Ineligible
Specialist - Clerical 08	30	Ineligible
Specialist - Clerical 08	58	Ineligible
Specialist - Clerical 08	51	Ineligible
Specialist - Clerical 08	26	Ineligible
Specialist - Clerical 08	58	Ineligible
Specialist - Clerical 08	57	Eligible
Specialist - Clerical 08	49	Eligible
Specialist - Clerical 09	45	Ineligible
Specialist - Clerical 09	34	Ineligible
Specialist - Clerical 09	36	Ineligible
Specialist - Clerical 09	26	Ineligible
Specialist - Clerical 09	37	Ineligible
Specialist - Clerical 09	58	Ineligible
Specialist - Clerical 09	38	Ineligible
Specialist - Clerical 09	55	Eligible
Specialist - Clerical 09	60	Eligible
Specialist - Clerical 10	27	Ineligible

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 49 of 60

Specialist - Clerical 10	36	Ineligible
Specialist - Clerical 10	28	Ineligible
Specialist - Clerical 10	38	Ineligible
Specialist - Clerical 10	45	Ineligible
Specialist - Clerical 10	33	Ineligible
Specialist - Clerical 10	55	Ineligible
Specialist - Clerical 10	26	Ineligible
Specialist - Clerical 10	50	Eligible
Specialist - Clerical 10	49	Eligible
Specialist - Clerical 11	53	Ineligible
Specialist - Clerical 11	57	Ineligible
Specialist - Clerical 11	55	Ineligible
Specialist - Grant	31	Ineligible
Specialist - Grant	32	Ineligible
Specialist - Grant	32	Ineligible
Specialist - Grant	32	Ineligible
Specialist - Grant	29	Ineligible
Specialist - Grant	28	Ineligible
Specialist - Grant	35	Ineligible
Specialist - Grant	26	Ineligible
Specialist - Grant	40	Ineligible
Specialist - Grant	35	Ineligible
Specialist - Grant	30	Ineligible
Specialist - Grant	37	Ineligible
Specialist - Grant	57	Ineligible
Specialist - Grant	45	Ineligible
Specialist - Grant	35	Ineligible
Specialist - Grant	36	Ineligible
Specialist - Grant	44	Ineligible
Specialist - Grant	27	Ineligible
Specialist - Grant	45	Ineligible
Specialist - Grant	67	Ineligible
Specialist - Grant	33	Ineligible
Specialist - Grant	42	Ineligible
Specialist - Grant	31	Ineligible
Specialist - Grant	35	Ineligible
Specialist - Grant	28	Ineligible
Specialist - Grant	49	Ineligible
Specialist - Grant	29	Ineligible
Specialist - Grant	37	Ineligible
Specialist - Grant	37	Ineligible
Specialist - Grant	30	Ineligible
Specialist - Grant	46	Ineligible
Specialist - Grant	20	Ineligible

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 50 of 60

Specialist - Grant	31	Ineligible
Specialist - Grant	55	Ineligible
Supervisor - Clerical 07	45	Ineligible
Supervisor - Clerical 08	51	Ineligible
Supervisor - Clerical 08	42	Ineligible
Supervisor - Clerical 08	23	Ineligible
Supervisor - Clerical 09	45	Ineligible
Teaching Assistant	26	Ineligible
Teaching Assistant	25	Ineligible
Teaching Assistant	38	Ineligible
Teaching Assistant	59	Ineligible
Teaching Assistant	28	Ineligible
Teaching Assistant	22	Ineligible
Teaching Assistant	26	Ineligible
Teaching Assistant	39	Ineligible
Teaching Assistant	51	Ineligible
Teaching Assistant	61	Eligible
Technician - Clerical 07	52	Ineligible
Technician - Clerical 07	56	Ineligible
Technician - Clerical 07	62	Eligible
Telephone Operator 05	72	Eligible
Teller 06	30	Ineligible
Teller 06	27	Ineligible
Teller 06	61	Eligible

Technical/Paraprofessional

Title	Age	Eligible/Ineligible
Administrator - Technical 12	29	Ineligible
Administrator - Technical 12	62	Eligible
Administrator - Technical 13	32	Ineligible
Administrator - Technical 13	35	Ineligible
Administrator - Technical 13	32	Ineligible
Administrator - Technical 13	36	Ineligible
Administrator - Technical 14	35	Ineligible
Analyst - Technical 12	26	Ineligible
Analyst - Technical 12	46	Ineligible
Analyst - Technical 13	33	Ineligible
Analyst - Technical 13	32	Ineligible
Analyst - Technical 13	33	Ineligible
Analyst - Technical 13	26	Ineligible
Analyst - Technical 13	35	Ineligible
Analyst - Technical 13	29	Ineligible
Analyst - Technical 13	51	Ineligible
Analyst - Technical 13	33	Ineligible

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 51 of 60

Analyst - Technical 13	25	Ineligible
Analyst - Technical 13	33	Ineligible
Analyst - Technical 13	53	Eligible
Analyst - Technical 14	34	Ineligible
Analyst - Technical 14	42	Ineligible
Coordinator - Technical 09	27	Ineligible
Coordinator - Technical 09	64	Eligible
Designer - Technical 10	24	Ineligible
Designer-Technical 11	24	Ineligible
Designer-Technical 11	27	Ineligible
Designer-Technical 11	48	Ineligible
Designer-Technical 11	53	Ineligible
Designer-Technical 11	31	Ineligible
Designer-Technical 11	63	Eligible
Equipment Operator 07	66	Eligible
Manager-Technical 12	45	Ineligible
Manager-Technical 14	44	Eligible
Medical Technologist 12	37	Ineligible
Photographer 09	33	Ineligible
Programmer - Technical 11	34	Ineligible
Programmer - Technical 11	37	Ineligible
Specialist - Technical 06	52	Ineligible
Specialist - Technical 07	43	Ineligible
Specialist - Technical 07	26	Ineligible
Specialist - Technical 07	35	Ineligible
Specialist - Technical 07	28	Ineligible
Specialist - Technical 07	43	Ineligible
Specialist - Technical 07	28	Ineligible
Specialist - Technical 07	24	Ineligible
Specialist - Technical 07	31	Ineligible
Specialist - Technical 07	58	Eligible
Specialist - Technical 08	54	Ineligible
Specialist - Technical 08	40	Ineligible
Specialist - Technical 08	53	Ineligible
Specialist - Technical 08	65	Eligible
Specialist - Technical 08	61	Eligible
Specialist - Technical 08	56	Eligible
Specialist - Technical 09	32	Ineligible
Specialist - Technical 09	33	Ineligible
Specialist - Technical 09	57	Ineligible
Specialist - Technical 10	27	Ineligible
Specialist - Technical 11	32	Ineligible
Specialist - Technical 11	39	Ineligible
Specialist - Technical 12	35	Ineligible

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 52 of 60

Specialist - Technical 13	50	Ineligible
Specialist - Technical 13	49	Ineligible
Specialist - Technical 13	70	Eligible
Specialist - Technical 14	44	Ineligible
Specialist - Technical 15	36	Ineligible
Specialist - Technical 15	62	Eligible
Supervisor - Technical 08	40	Ineligible
Supervisor - Technical 08	28	Ineligible
Supervisor - Technical 11	49	Eligible
Supervisor - Technical 12	56	Ineligible
Supervisor - Technical 12	37	Ineligible
Supervisor - Technical 13	47	Ineligible
Supervisor - Technical 13	38	Ineligible
Supervisor - Technical 14	30	Ineligible
Supervisor - Technical 14	57	Ineligible
Supervisor - Technical 14	39	Ineligible
Supervisor - Technical 14	34	Ineligible
Supervisor-Grant	43	Ineligible
Teaching Assistant	24	Ineligible
Teaching Assistant	38	Ineligible
Technician - Grant	22	Ineligible
Technician - Grant	27	Ineligible
Technician - Grant	21	Ineligible
Technician - Grant	33	Ineligible
Technician - Grant	28	Ineligible
Technician - Grant	36	Ineligible
Technician - Grant	30	Ineligible
Technician - Grant	47	Ineligible
Technician - Grant	23	Ineligible
Technician - Grant	28	Ineligible
Technician - Grant	41	Ineligible
Technician - Grant	23	Ineligible
Technician - Grant	36	Ineligible
Technician - Grant	26	Ineligible
Technician - Grant	20	Ineligible
Technician - Grant	22	Ineligible
Technician - Senior	38	Ineligible
Technician - Senior	49	Ineligible
Technician - Technical 04	42	Ineligible
Technician - Technical 04	28	Ineligible
Technician - Technical 05	50	Ineligible
Technician - Technical 06	25	Ineligible
Technician - Technical 07	35	Ineligible
Technician - Technical 08	23	Ineligible

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 53 of 60

Technician - Technical 08	52	Ineligible
Technician - Technical 08	27	Ineligible
Technician - Technical 08	62	Eligible
Technician - Technical 09	27	Ineligible
Technician - Technical 09	27	Ineligible
Technician - Technical 09	24	Ineligible
Technician - Technical 09	32	Ineligible
Technician - Technical 09	33	Ineligible
Technician - Technical 09	38	Ineligible
Technician - Technical 09	35	Ineligible
Technician - Technical 09	28	Ineligible
Technician - Technical 10	32	Ineligible
Technician - Technical 10	41	Ineligible
Technician - Technical 10	30	Ineligible
Technician - Technical 10	42	Ineligible
Technician - Technical 10	28	Ineligible
Technician - Technical 10	52	Ineligible
Technician - Technical 10	59	Eligible
Technician - Technical 10	68	Eligible
Technician - Technical 11	34	Ineligible
Technician - Technical 11	29	Ineligible
Technician - Technical 11	53	Ineligible
Technician - Technical 12	53	Ineligible
Technician - Technical 12	44	Ineligible
Technician - Technical 13	26	Ineligible
Technician - Technical 13	26	Ineligible
Technician - Technical 13	40	Ineligible
Technician - Technical 13	46	Eligible
Technician I	43	Ineligible
Technician I	30	Ineligible
Technician I	39	Ineligible
Technician I	30	Ineligible
Technician I	58	Ineligible
Technician I	38	Ineligible
Technician I	32	Ineligible
Technician I	54	Ineligible
Technician I	45	Ineligible
Technician I	46	Ineligible
Technician I	36	Ineligible
Technician I	32	Ineligible
Technician I	27	Ineligible
Technician II	31	Ineligible
Technician II	60	Ineligible
Technician II	43	Ineligible

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 54 of 60**

Technician II	33	Ineligible
Technician II	40	Ineligible
Technician III	28	Ineligible
Technician III	28	Ineligible
Technician III	34	Ineligible
Technician III	38	Ineligible
Technician III	27	Ineligible

Skilled Crafts

Title	Age	Eligible/Ineligible
Associate Professor	41	Ineligible
Carpenter 07	23	Ineligible
Carpenter 07	34	Ineligible
Carpenter 07	55	Ineligible
Carpenter 07	51	Ineligible
Crew Leader 05	46	Ineligible
Crew Leader 05	53	Ineligible
Crew Leader 07	40	Ineligible
Electrician 06	21	Ineligible
Electrician 08	53	Ineligible
Electrician 08	56	Ineligible
Electrician 08	67	Eligible
First Mate 13	57	Ineligible
Foreman - Skilled Craft 08	60	Eligible
Foreman - Skilled Craft 09	42	Ineligible
Foreman - Skilled Craft 09	49	Ineligible
Foreman - Skilled Craft 09	51	Ineligible
Foreman - Skilled Craft 09	60	Eligible
Foreman - Skilled Craft 10	58	Ineligible
Foreman - Skilled Craft 10	51	Ineligible
Foreman - Skilled Craft 10	40	Ineligible
Foreman - Skilled Craft 10	61	Eligible
Foreman - Skilled Craft 10	61	Eligible
Foreman - Skilled Craft 10	56	Eligible
Foreman - Skilled Craft 12	57	Ineligible
Locksmith 07	49	Ineligible
Mechanic 06	39	Ineligible
Mechanic 07	19	Ineligible
Mechanic 07	55	Ineligible
Mechanic 08	57	Ineligible
Mechanic 08	45	Ineligible
Mechanic 08	49	Ineligible
Mechanic 08	45	Ineligible
Mechanic 08	59	Eligible

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 55 of 60

Mechanic 08	61	Eligible
Painter 06	53	Ineligible
Painter 07	54	Ineligible
Painter 07	41	Ineligible
Painter 07	55	Ineligible
Plumber 06	22	Ineligible
Plumber 07	36	Ineligible
Plumber 08	38	Ineligible
Plumber 08	29	Ineligible
Plumber 08	53	Ineligible
Plumber 08	65	Eligible
Repairman 05	36	Ineligible
Repairman 06	57	Ineligible
Repairman 07	25	Ineligible
Specialist - Skilled Crafts 07	25	Ineligible
Specialist - Skilled Crafts 07	60	Ineligible
Technician - Skilled Crafts 08	50	Ineligible
Technician - Skilled Crafts 08	69	Eligible
Technician - Skilled Crafts 09	31	Ineligible
Technician - Skilled Crafts 09	51	Ineligible
Technician - Skilled Crafts 09	50	Ineligible
Technician - Skilled Crafts 09	50	Eligible
Technician - Skilled Crafts 09	60	Eligible
Trades Helper 07	33	Ineligible
Tradesman 06	53	Ineligible
Tradesman 08	57	Ineligible
Tradesman 08	60	Eligible
Utility Crewman 03	46	Ineligible
Utility Crewman 03	21	Ineligible
Utility Crewman 04	55	Ineligible
Utility Crewman 05	51	Ineligible
Welder 08	56	Ineligible

Service Maintenance

Title	Age	Eligible/Ineligible
Captain 09	49	Ineligible
Captain 09	50	Ineligible
Captain 09	41	Ineligible
Cook 06	35	Ineligible
Coordinator - Serv 09	53	Eligible
Custodian 01	43	Ineligible
Custodian 01	20	Ineligible
Custodian 01	24	Ineligible
Custodian 01	20	Ineligible

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 56 of 60**

Custodian 01	39	Ineligible
Custodian 01	22	Ineligible
Custodian 01	49	Ineligible
Custodian 01	45	Ineligible
Custodian 01	39	Ineligible
Custodian 01	41	Ineligible
Custodian 01	55	Ineligible
Custodian 01	50	Ineligible
Custodian 01	54	Ineligible
Custodian 01	23	Ineligible
Custodian 01	45	Ineligible
Custodian 01	25	Ineligible
Custodian 01	51	Ineligible
Custodian 01	38	Ineligible
Custodian 01	53	Ineligible
Custodian 01	28	Ineligible
Custodian 01	58	Ineligible
Custodian 01	61	Ineligible
Custodian 01	27	Ineligible
Custodian 01	53	Ineligible
Custodian 01	50	Ineligible
Custodian 01	33	Ineligible
Custodian 01	51	Ineligible
Custodian 01	24	Ineligible
Custodian 01	54	Ineligible
Custodian 01	60	Ineligible
Custodian 01	50	Ineligible
Custodian 01	31	Ineligible
Custodian 01	59	Ineligible
Custodian 01	22	Ineligible
Custodian 01	38	Ineligible
Custodian 01	26	Ineligible
Custodian 01	62	Ineligible
Custodian 02	49	Ineligible
Custodian 02	26	Ineligible
Custodian 02	55	Ineligible
Custodian 02	47	Ineligible
Custodian 02	27	Ineligible
Custodian 02	27	Ineligible
Custodian 02	50	Ineligible
Custodian 02	48	Ineligible
Custodian 02	55	Ineligible
Custodian 02	30	Ineligible
Custodian 02	25	Ineligible

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 57 of 60

Custodian 02	25	Ineligible
Custodian 02	50	Ineligible
Custodian 02	54	Ineligible
Custodian 02	41	Ineligible
Custodian 02	49	Ineligible
Custodian 02	55	Ineligible
Custodian 02	32	Ineligible
Custodian 02	40	Ineligible
Custodian 02	31	Ineligible
Custodian 02	51	Ineligible
Custodian 02	43	Ineligible
Custodian 02	22	Ineligible
Custodian 02	53	Ineligible
Custodian 02	48	Ineligible
Custodian 02	38	Ineligible
Custodian 02	40	Ineligible
Custodian 02	47	Ineligible
Custodian 02	50	Ineligible
Custodian 02	28	Ineligible
Custodian 02	48	Ineligible
Custodian 02	33	Ineligible
Custodian 02	21	Ineligible
Custodian 02	45	Ineligible
Custodian 02	47	Ineligible
Custodian 02	46	Ineligible
Custodian 02	27	Ineligible
Custodian 02	50	Ineligible
Custodian 02	61	Eligible
Custodian 02	64	Eligible
Custodian 02	60	Eligible
Custodian 02	75	Eligible
Custodian 02	64	Eligible
Custodian 03	48	Ineligible
Custodian 03	56	Ineligible
Custodian 03	53	Ineligible
Custodian 03	58	Ineligible
Custodian 03	53	Ineligible
Custodian 03	40	Ineligible
Custodian 03	38	Ineligible
Custodian 03	48	Ineligible
Custodian 03	48	Ineligible
Custodian 03	58	Ineligible
Custodian 03	67	Eligible
Custodian 03	53	Eligible

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 58 of 60

Custodian 03	59	Eligible
Custodian 03	60	Eligible
Custodian 04	54	Ineligible
Custodian 04	58	Ineligible
Custodian 04	49	Ineligible
Custodian 04	34	Ineligible
Custodian 04	47	Ineligible
Custodian 04	51	Ineligible
Custodian 04	55	Ineligible
Custodian 04	57	Ineligible
Custodian 04	60	Eligible
Custodian 04	62	Eligible
Custodian Trainer	67	Eligible
Foreman - Serv/Maint 06	57	Ineligible
Foreman - Serv/Maint 07	51	Ineligible
Foreman - Serv/Maint 07	47	Ineligible
Foreman - Serv/Maint 07	53	Ineligible
Foreman - Serv/Maint 07	46	Ineligible
Foreman - Serv/Maint 07	34	Ineligible
Foreman - Serv/Maint 07	59	Ineligible
Foreman - Serv/Maint 07	46	Ineligible
Foreman - Serv/Maint 07	53	Ineligible
Foreman - Serv/Maint 07	41	Ineligible
Foreman - Serv/Maint 07	58	Ineligible
Foreman - Serv/Maint 07	56	Ineligible
Foreman - Serv/Maint 07	32	Ineligible
Foreman - Serv/Maint 07	55	Ineligible
Foreman - Serv/Maint 07	63	Eligible
Foreman - Serv/Maint 08	27	Ineligible
Foreman - Serv/Maint 08	44	Ineligible
Foreman - Serv/Maint 08	49	Eligible
Foreman - Serv/Maint 09	28	Ineligible
Foreman - Serv/Maint 09	40	Ineligible
Foreman - Serv/Maint 09	48	Ineligible
Groundskeeper 05	54	Ineligible
Groundskeeper 05	54	Ineligible
Groundskeeper 05	31	Ineligible
Groundskeeper 05	24	Ineligible
Groundskeeper 05	33	Ineligible
Groundskeeper 05	36	Ineligible
Groundskeeper 05	47	Ineligible
Groundskeeper 05	24	Ineligible
Groundskeeper 05	49	Ineligible
Groundskeeper 06	30	Ineligible

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 59 of 60

Groundskeeper 06	38	Ineligible
Investigator 11	33	Ineligible
Lieutenant 08	38	Ineligible
Lieutenant 08	56	Ineligible
Lieutenant 08	36	Ineligible
Lieutenant 08	34	Ineligible
Lieutenant 08	51	Ineligible
Night Security Officer 05	42	Ineligible
Night Security Officer 05	47	Ineligible
Night Security Officer 05	54	Ineligible
Night Security Officer 05	31	Ineligible
Night Security Officer 05	50	Ineligible
Night Security Officer 05	53	Ineligible
Night Security Officer 05	53	Ineligible
Night Security Officer 05	47	Ineligible
Night Security Officer 05	25	Ineligible
Night Security Officer 05	57	Ineligible
Night Security Officer 05	59	Eligible
Night Security Officer 06	53	Ineligible
Night Security Officer 06	58	Eligible
Patrol Officer 06	56	Ineligible
Patrol Officer 06	40	Ineligible
Patrol Officer 06	41	Ineligible
Patrol Officer 06	22	Ineligible
Patrol Officer 06	54	Ineligible
Patrol Officer 06	51	Ineligible
Patrol Officer 06	23	Ineligible
Patrol Officer 07	46	Ineligible
Patrol Officer 07	41	Ineligible
Patrol Officer 07	39	Ineligible
Patrol Officer 07	44	Ineligible
Patrol Officer 07	30	Ineligible
Patrol Officer 07	45	Ineligible
Patrol Officer 07	28	Ineligible
Patrol Officer 07	49	Ineligible
Patrol Officer 07	28	Ineligible
Patrol Officer 07	36	Ineligible
Patrol Officer 07	35	Ineligible
Patrol Officer 07	27	Ineligible
Patrol Officer 07	27	Ineligible
Patrol Officer 07	25	Ineligible
Patrol Officer 07	21	Ineligible
Patrol Officer 07	48	Ineligible
Refuse Crewman 03	21	Ineligible

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
REGULAR AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 60 of 60

Refuse Crewman 04	51	Ineligible
Refuse Crewman 04	38	Ineligible
Security Officer 05	50	Ineligible
Specialist - Serv/Maint 05	46	Ineligible
Specialist - Serv/Maint 06	30	Ineligible
Specialist - Serv/Maint 06	25	Ineligible
Specialist - Serv/Maint 06	18	Ineligible
Specialist - Serv/Maint 06	53	Ineligible
Specialist - Serv/Maint 06	39	Ineligible
Specialist - Serv/Maint 06	42	Ineligible
Specialist - Serv/Maint 08	42	Ineligible
Specialist - Serv/Maint 08	56	Ineligible
Superintendent - Serv/Maint 10	55	Ineligible
Superintendent - Serv/Maint 10	29	Ineligible
Superintendent - Serv/Maint 10	53	Ineligible
Superintendent - Serv/Maint 11	53	Eligible
Superintendent - Serv/Maint 12	33	Ineligible
Supervisor - Serv/Maint 05	57	Ineligible
Supervisor - Serv/Maint 07	38	Ineligible
Supervisor - Serv/Maint 08	51	Ineligible
Supervisor - Serv/Maint 09	26	Ineligible
Supervisor - Serv/Maint 09	42	Ineligible
Supervisor - Serv/Maint 09	48	Eligible
Supervisor - Serv/Maint 11	53	Ineligible
Ticket Writer	39	Ineligible
Ticket Writer 05	40	Ineligible
Ticket Writer 05	23	Ineligible
Ticket Writer 05	54	Ineligible

INFORMATION AGENDAS

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
ACADEMIC AFFAIRS
November 18, 2010
Page 1 of 5

1. ANNUAL REPORT OF WINNERS OF THE HALBROOK AWARDS FOR ACADEMIC ACHIEVEMENT AMONG ATHLETES FOR 2009-2010

David C. Halbrook Awards for Academic Achievement Among Athletes^a			
Public University Division - Men's		The University of Southern Mississippi	
Public University Division - Women's		The University of Mississippi	
Independent College Division Overall		Blue Mountain College	
Community and Junior College Division Overall		Mississippi Gulf Coast Community College	
John C. and Ernestine McCall Halbrook Improvement Award^b		Southwest Mississippi Community College	
David M. Halbrook Certificate Award for Academic Achievement Among Athletes^c			
Institution		Male Recipient	Female Recipient
Public Division	Alcorn State University	Edgar Alvarez	Sarah Peters
	Delta State University	Eric Christopher Spencer	Lauren Brittany Eikner
	Jackson State University	Lemnyuy Nyuykongi	Shauna-Kay Spencer
	Mississippi State University	Greg Houston	Jessica Bailey
	Mississippi Valley State University	Victor Bii	Tiana Parks
	University of Mississippi	Andrew James Hartmann	Danielle Marie Johnson
	University of Southern Mississippi	Paul Apyan	Ashley May
Independent Division	Belhaven University	Bobby Grier	Rachel Earnheart
	Blue Mountain College	Lakendrick McCullum	Jordan McCormick
	Millsaps College	Aaron Williams	Victoria Ramano
	Mississippi College	Barry Prather	Jennifer Cooper
	Rust College	Peter Nqutu	Aminah Farrakhan-Muhammed
	Tougaloo College	Tommie Mabry, Jr.	Johanna Hirmke
William Carey University	Liam Openshaw	Anna Ard	
Community and Junior College Division	Coahoma Community College	Jamil Johnson	Jonnetta Robinson
	Copiah-Lincoln Community College	Joseph David McKay	Mary Catherine McDonnial
	East Central Community College	Jason Robert Hancock	Hannah Marie Lee Abby Marie McMillan
	East Mississippi Community College	Phillip Dimino	Alexandra Shelton
	Hinds Community College	William Hawkins	Brooklyn Mendez
	Holmes Community College	Simon E. Collier	Kristen Leigh Herrington
	Itawamba Community College	Evan R. Weibel	Elizabeth K. Barefoot
	Jones County Junior College	Eric Lynn	Tiffany Hudson
	Meridian Community College	Andres Cepedes	Lindsey Honsinger
	Mississippi Delta Community College	Edward Parker Livingston	Lauren J. Lott
	Mississippi Gulf Coast Community College	Bryan Babin, Jr.	Hannah Hess
	Northeast Mississippi Community College	James Craig Bullock	Kennedy Camille Smith
	Northwest Mississippi Community College	Denny James Hansen	Laina Jo Collier
Pearl River Community College	Jonathan Whitehead	Laken Taormina	
Southwest Mississippi Community College	John P. McCarty	Margaret Jackson	

^a Trophy award

^b Cash award to institution with greatest improvement in percentage of student athletes graduating

^c Certificate awarded to student athletes who have excelled in academics, leadership, and/or service

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
ACADEMIC AFFAIRS
November 18, 2010
Page 2 of 5

2. SYSTEM - ANNUAL REPORT ON INSTITUTIONAL ACCREDITATION

In accordance with Board Policy 508 (2): Accreditation Procedures “*The Commissioner of Higher Education shall report to the Board at least annually, through its Academic Affairs Committee, on each accreditation visit or change in accreditation status of each university,*” the table below summarizes system accreditation activity for the period beginning July 1, 2009 and ending June 30, 2010.

Institution/Area	Accreditation Agency	Date of Visit or Notification of Status Change	Reason for Visit or Status Change	Institutional Action	Accreditation Agency Action
Alcorn State University					
School of Agriculture, Research, & Applied Sciences	The Association of Technology, Management, and Applied Engineering (ATMAE)	April 2010	Continuing Accreditation	Periodic Report	Approved Accreditation through 2012
Delta State University					
School of Arts & Sciences Department of Art	National Association Schools of Art and Design (NASAD)	April 2010	Continuing Accreditation	Response in Progress	Approved Accreditation through 2020
College of Education Teacher and Leadership Preparation Programs	Mississippi Department of Education (MDE)	April 2010	Continuing MDE Process and Performance Review	No Action	No additional reporting required before next affirmation
College of Education Division of Family and Consumer Sciences undergraduate programs	Commission on Accreditation for Dietetics Education (CADE)	August 2010	Continuing Accreditation	Report reviewed required additional documentation by August 16, 2010	Results Pending
College of Arts and Sciences, BSE in Science Education	National Science Teachers Association (NSTA)	March 2010	Continued Accreditation	Periodic Report	Approved Accreditation through 2014
Institutional	Southern Association of Colleges and Schools Commission on Colleges (SACS-COC)	March 2010	Continuing Accreditation	Periodic Report	Results Pending
Jackson State University					
School of Policy and Planning – MA – Urban and Regional Planning	Planning Accreditation Board (PAB)	January 2010	Initial Accreditation Granted and Confirmed	Periodic Report	Accreditation for 5 years but may be extended to 7 years
Mississippi State University					
College of Education Teacher And Leadership Preparation Programs	MDE	May 2010	Continuing MDE Process and Performance Review	No Action	No additional reporting required before next affirmation
College of Education School Psychology Ph.D.	National Association of School Psychologists	June 2010	Continuing Accreditation	No Action	Approved Accreditation through 2014
College of Education Physical Education	National Association for Sport and Physical Education (NASPE)	September 2009	N/A		Initial Review September 2009
College of Forest Resources, Graduate Wildlife Program	The Wildlife Society	May 2010	Continuing Accreditation	Final Report	Approved Accreditation through 2020

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
ACADEMIC AFFAIRS
November 18, 2010
Page 3 of 5

College of Architecture, Art and Design, School of Architecture, Bachelor of Architecture	National Architectural Accrediting Board (NAAB)	February 2010	Continuing Accreditation	Annual Report	Approved Accreditation through 2016
Mississippi University for Women					
College of Business and Legal Studies – Business Program	ACBSP Febr	uary 2010	Continuing Accreditation with stipulations	Periodic Report	Approved Accreditation through 2020
College of Education and Human Sciences – Teacher And Leadership Preparation Programs	MDE	May 2010	Continuing MDE Process and Performance Review	No Action	No additional reporting required before next affirmation
College of Nursing and Speech Language/Pathology - BSN	Commission on Collegiate Nursing	March 2010	Continuing Accreditation	No Action	Results Pending
College of Nursing and Speech Language/Pathology - MSN	Commission on Collegiate Nursing	March 2010	Continuing Accreditation	No Action	Results Pending
College of Nursing and Speech Language/Pathology – BSN & MSN	IHL M	arch 2010	Continuing Accreditation	No Action	Approved Accreditation through 2020
Mississippi Valley State University					
Department of English and Foreign Languages – English Education	National Council of Teachers of English (NCTE)	March 2010	Continuing Accreditation	Revisions Submitted based on MCTE conditions	Nationally recognized with conditions
University of Mississippi					
School of Education Teacher And Leadership Preparation Programs	MDE	April 2010	Continuing MDE Process and Performance Review	No Action	No additional reporting required before next affirmation
Counseling - M.Ed. (School); M.Ed. (Community); Ph.D.	Council for the Accreditation of Counseling and Related Educational Programs (CACREP)	July 2009	Continuing Accreditation	Rejoinder Received	two-year probationary accreditation
Psychology (Clinical) PhD	American Psychology Association (APA)	December 2009	Program has responded effectively to the Commission's request to address two issues	Response to Commission's Request	Reviewed Narrative Report
Elementary Education BS	Association for Childhood Education International (ACEI) National Council for Accreditation of Teacher Education (NCATE)	February 2010	Nationally Recognized with Conditions	Response to Conditions Report	Approved accreditation through 2012
Human Performance (K-12 Physical Education Licensure) BS	NASPE NCATE	February 2010	Not Nationally Recognized	Submission of New Program Report	Responded to a response to conditions report
Construction Engineering Technology BS	American Council for Construction Education (ACCE)	February 2010	Actions taken by the institution on correction or elimination of	Periodic Report	Accepted First Year Progress Report

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
ACADEMIC AFFAIRS
November 18, 2010
Page 4 of 5

			weaknesses and concerns approved		
Teacher Education Programs	MDE	March 2010	Continuing MDE Annual Process and Performance Review	No Action	No additional reporting required before next affirmation
Speech and Hearing Sciences (Speech-Language Pathology) MA & MS	Council on Academic Accreditation in Audiology and Speech-Language Pathology (CAA)	June 2010	Probationary Status Continued	Focused Visit	Reviewed End-of-Probation Report
Computer Science BS	Computing Accreditation Commission (CAC) of Accreditation Board for Engineering and Technology (ABET)	October 2009	Continuing Accreditation	Response to the Draft Statement	Requested Response to the Draft Visitation Statement Awaiting Notification of Final Action
Interior Design BS	National Kitchen and Bath Association (NKBA)	November 2009	Continuing Accreditation	No Action	Approved Accreditation through 2014
School of Mass Communication and journalism (select undergraduate programs): Advertising BA Journalism (Broadcast Journalism) BA Journalism (News-Editorial) BA Journalism (News-Editorial) BA Journalism (Photojournalism) BA Radio, Television, and Film (Media Production) BA	Accrediting Council on Education in Journalism and Mass Communication (ACEJMC)	November 2009	Continuing Accreditation	No Action	Approved Accreditation through 2016
Human Performance (Kinesiotherapy) BS	Commission on Accreditation of Allied Health Education Program (CAAHEP)	December 2009	Action taken constitutes satisfactory compliance Citation lifted	No Action	Reviewed Documentation of Completion
Psychology (School) PhD	APA	December 2009	Program responded effectively to the Commission's request to address all three issues	No Action	Reviewed Narrative Report - Next site visit 2015
School of Applied Sciences - BA Park and Recreation Management	National Park and Recreation Association	April 2010	Continuing Accreditation	Self-Study Results	Pending
School of Applied Sciences - Master of Social Work	Council on Social Work Education	June 2010	Bench Mark Three	Draft - Self-Study	Authorized moving forward to Self-Study phase in 2011
University of Mississippi Medical Center					
School of Dentistry	Commission on Dental Accreditation, American Dental Association	February 2010	Continuing Accreditation	No Action	Verbal notification of accreditation for 7 years; written notification to follow
School of Health Related Professions – Clinical Laboratory Sciences	National Accrediting Agency for Clinical Laboratory Science	April 2010	Continuing Accreditation	No Action	Verbal notification of accreditation for 5-7 years; written notification to follow

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
ACADEMIC AFFAIRS
November 18, 2010
Page 5 of 5

School of Health Related Professions – Cytotechnology	Commission on Accreditation of Allied Health Education Programs	April 2010	Continuing Accreditation	No Action	Written notification of accreditation for 5 years
School of Health Related Professions – Dental Hygiene	Commission on Dental Accreditation	March 2010	Continuing Accreditation	No Action	Verbal notification of accreditation for 7 years; written notification to follow
University of Southern Mississippi					
Nursing DNP	SACS-COC	September 2009	Approval of the Doctorate of Nursing Practice (DNP) degree program offered cooperatively by USM and the University of Mississippi Medical Center	No Action	Approved Doctorate of Nursing Practice (DNP) degree program offered cooperatively by USM and the University of Mississippi Medical Center
Professional Education Unit	NCATE	September 2009	Site visit Deferred	No Action	Approved Accreditation through 2012
Architectural Engineering Technology BS Computer Engineering Technology BS Construction Engineering Technology BS, Residential Construction BS Industrial Engineering Technology BS Technology (Logistics) BS Electronics Engineering Technology BS	Technology Accreditation Commission (TAC) of Accreditation Board for Engineering and Technology (ABET)	October 2009	Continuing Accreditation	Response to Draft Statement	Requested Response to Draft Visitation Statement Awaiting Notification of Final Action

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
NOVEMBER 18, 2010
Page 1 of 15**

**SYSTEM: REAL ESTATE ITEMS APPROVED SUBSEQUENT TO THE
OCTOBER 21, 2010 BOARD MEETING SUBMISSION DEADLINE**

NOTE: THE FOLLOWING ITEMS WERE APPROVED BY THE BOARD'S REAL ESTATE AND FACILITIES STAFF ACCORDING TO BOARD POLICY §904 (A) BOARD APPROVAL WHICH STATES:

Board Policy §904(A), Board Approval

When funding has been secured from whatever source, each institution shall bring all new projects to the Board for the approval of the project initiation and the appointment of a design professional, as required in Board Policy §902, Initiation of Construction Projects. This request shall include a detailed description of the work to be accomplished, the total budget, the funding source and the design professional recommended to the Board for approval.

After the Board has granted approval of both the initiation of a project and the appointment of a design professional, no further Board action or approval is required for the completion of the project if the following conditions are met:

- 1. The detailed description of the work to be accomplished, as specifically approved by the Board within the project initiation, has not changed.*
- 2. The total project budget has not increased beyond the amount specifically approved by the Board as part of the project initiation;*
- 3. The funding source has not changed from that specifically approved by the Board as part of the project initiation; and*
- 4. The design professional previously approved by the Board has not changed.*

If the above four conditions have been met, the Board's Real Estate and Facilities staff, through the Commissioner, shall have the authority to approve any and all necessary documents related to the completion of the subject construction project, including the approval of construction documents, the advertisement and receipt of bids, the approval of a bid, the award of a contract and any change orders.

Change Order Approval Note: No change orders approved by Board staff, as reflected within any of the following informational agenda items, increase the Board approved total project budget. The total project budget as approved by the Board provides for a contingency fund, which allows for an increase in the construction budget of between five and ten percent. Any increase in the total project budget caused by a change order, would require Board approval and could not be approved by Board staff.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
NOVEMBER 18, 2010
Page 2 of 15**

1. ASU – GS 101-269 – Dumas Hall Renovations

Staff Approval #1: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Contract Documents** as submitted by Duvall Decker Architects, P.A., design professional. Approval is requested from the Bureau of Building, Grounds, and Real Property.

Staff Approval #2: In accordance with Board Policy §904 (A) Board Approval, Board staff **approved request to advertise for receipt of bids.** Approval is requested from the Bureau of Building, Grounds, and Real Property. Approval is requested from the Bureau of Building, Grounds, and Real Property.

Staff Approval Date: September 13, 2010

Project Initiation Date: January 31, 2008

Design Professional: Duvall Decker Architects, P.A.

General Contractor: N/A

Contract Award Date: N/A

Project Budget: \$7,000,000

Funding Source(s): Ayers (\$3,500,000); HB 246, Laws of 2007 (\$1,500,000); HB 1722, Laws of 2009 (2,000,000)

2. ASU – GS 101-282 – New Water Treatment Plant Phase II

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff **approved the award of contract** to T.L. Wallace Construction, the lower of five (5) bidders, for a total contract amount of \$1,548,500. Approval is requested from the Bureau of Building, Grounds, and Real Property.

Staff Approval Date: October 15, 2010

Project Initiation Date: N/A

Design Professional: Neil Shaffer

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
NOVEMBER 18, 2010
Page 3 of 15**

General Contractor: T.L. Wallace Construction

Contract Award Date: October 15, 2010

Project Budget: \$1,750,000

Funding Source(s): HB 1701, Laws of 2010 DFA Discretionary (\$750,000); HB 246, Laws of 2007 (\$40,216.98); SB 2010, Laws of 2004 (\$16,251.88); HB 1701, Laws of 2010 (\$10,071.58); HB 1722, Laws of 2009 (\$700,000); HB 1641, Laws of 2008 (\$233,459.56)

3. MSU – GS 113-115 – Lloyd-Ricks Renovation

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #8** in the amount of \$21,879.00 and eleven (11) additional days to the contract of West Brothers Construction. Approval is requested from the Bureau of Building, Grounds, and Real Property.

Staff Approval Date: October 8, 2010

Change Order Justification: The change order is necessary to modify the interior building signage, the interior door hardware, and add additional exterior plaster parge coating to the project.

Total Project Change Orders and Amount: Eight (8) change orders for a total amount of \$645,639.00

Project Initiation Date: June 14, 2006

Design Professional: Belinda Stewart

General Contractor: West Brothers Construction

Contract Award Date: January 6, 2009

Project Budget: \$12,000,000

Funding Source(s): SB 3201, Laws of 2007 (\$3,611,340.47); HB 246, Laws of 2007

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
NOVEMBER 18, 2010
Page 4 of 15

(\$4,997,700.13); HUD Grant (\$3,234,963); (SB 2988, Laws of 2003, SB 3197, Laws of 2002, HB 1634, Laws of 2006, SB 2010, Laws of 2004 – \$155,996.40)

4. MSU – GS 113-117 – Wise Center Storm Repairs

Staff Approval #1: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #2** in the amount of \$1,974.00 and zero (0) additional days to the contract of Thrash Commercial Contractors, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property.

Staff Approval #2: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #3** in the amount of \$22,256.00 and twenty-six (26) additional days to the contract of Thrash Commercial Contractors, Inc. Approval is requested from the Bureau of Building, Grounds, and Real Property.

Staff Approval Date: (#1) September 9, 2010; (#2) October 15, 2010

Change Order Justification: **Change Order #1** is necessary to remove and replace deteriorated concrete masonry units (CMU) that would pose a safety hazard if not corrected. **Change Order #2** is necessary for structural rework of areas that were in disrepair. These areas were uncovered during the scheduled demolition and were latent conditions that could not be left in the condition in which they were found for safety reasons.

Total Project Change Orders and Amount: Three (3) change orders for a total amount of \$19,392.00.

Project Initiation Date: October 20, 2006

Design Professional: Pryor & Morrow Architects and Engineers, P.A.

General Contractor: Thrash Commercial Contractors, Inc.

Contract Award Date: January 25, 2010

Project Budget: \$6,790,000

Funding Source(s): HB 1634, Laws of 2006 (\$1,726,000); HB 1641, Laws of 2008 (\$3,000,000); HB 1722, Laws of 2009 (\$2,000,000); MSU-CVM (\$64,000)

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
NOVEMBER 18, 2010
Page 5 of 15**

5. MSU – IHL 205-234 – MSU Research and Technology Park Road

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Design Development Documents** as submitted by Shafer and Associates, design professional.

Staff Approval Date: September 17, 2010

Project Initiation Date: September 21, 2007

Design Professional: Neel-Schaffer

General Contractor: N/A

Contract Award Date: N/A

Project Budget: \$5,160,000

Funding Source(s): MDOT and U.S. Department of Commerce

6. MUW – GS 104-154 – Drainage & Street Repair, Phase II

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff **approved the award of contract** to Gregory Construction Services, Inc, the lower of three (3) bidders, for a total contract amount of \$1,286,020.00. Approval is requested from the Bureau of Building, Grounds, and Real Property.

Staff Approval Date: September 9, 2010

Project Initiation Date: N/A

Design Professional: Neel-Schaffer, Inc.

General Contractor: Gregory Construction Services, Inc.

Contract Award Date: September 9, 2010

Project Budget: \$1,600,000

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
NOVEMBER 18, 2010
Page 6 of 15**

Funding Source(s): SB 2988, Laws of 2003 (\$406,507); HB 1634, Laws of 2006 (\$255,034); SB 3197, Laws of 2002 (\$37,039); HB 1701, Laws of 2010 (\$901,420)

7. UM – GS 107-303 – Various Roof Replacements

Staff Approval #1: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Schematic Design Documents** as submitted by Shafer & Associates, design professional. Approval is requested from the Bureau of Building, Grounds, and Real Property.

Staff Approval #2: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Design Development Documents** as submitted by Shafer & Associates, design professional. Approval is requested from the Bureau of Building, Grounds, and Real Property.

Staff Approval Date: September 7, 2010

Project Initiation Date: August 20, 2009

Design Professional: Shafer & Associates

General Contractor: N/A

Contract Award Date: N/A

Project Budget: \$1,500,000

Funding Source(s): HB 1722, Laws of 2009 (\$974,707.47); SB 2010, Laws of 2004 (\$88,000); HB 246, Laws of 2007 (\$100,000); Internal R&R (\$337,292.53)

8. UM – IHL 207-303 B – Research Park and Innovation Center

Staff Approval #1: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #1** for a credit in the amount of (\$127,223.00) and zero (0) additional days to the contract of Montgomery Martin Contractors, LLC.

Staff Approval #2: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #2** in the amount of \$36,384.92 and zero (0) additional days to the contract of Montgomery Martin Contractors, LLC.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
NOVEMBER 18, 2010
Page 7 of 15**

Staff Approval Date: (#1) August 25, 2010; (#2) September 7, 2010

Change Order Justification: **Change Order #1** is necessary for the credit for the difference in the web base building management system allowance of \$300,000 and the awarded bid proposal of \$122,777.00 by Johnson Controls. This would give the university a credit of \$177,223. \$50,000 of this credit amount will be retained in the Building Controls Management System Allowance which will result in a \$127,223 credit amount. **Change Order #2** is necessary to relocate top soil that has been stock-piled for the Innovation Center site work to the Medical Plant Garden (M.P.G) site for use by MPG staff.

Total Project Change Orders and Amount: Two (2) change orders for a total credit in the amount of (\$90,838.08)

Project Initiation Date: August 16, 2007

Design Professional: Cooke Douglas Farr Lemons/ Howorth & Associates

General Contractor: Montgomery Martin Contractors, LLC

Contract Award Date: June 22, 2010

Project Budget: \$17,100,000

Funding Source(s): Grant Funds (NIST #60NANB6D6134)

9. UM – IHL 207-320 – Mississippi Small Business Development Center

Staff Approval #1: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #2** in the amount of \$25,308.00 and zero (0) additional days to the contract of Murphy & Sons, Inc.

Staff Approval #2: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #3** in the amount of \$100,005.00 and zero (0) additional days to the contract of Murphy & Sons, Inc.

Staff Approval Date: (#1) September 15, 2010; (#2) October 4, 2010

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
NOVEMBER 18, 2010
Page 8 of 15**

Change Order Justification: **Change Order #2** is necessary for floor upgrades requested from the user. **Change Order #3** is necessary for the addition of a natural gas powered 150kw generator to fully support the building for emergency support.

Total Project Change Orders and Amount: Three (3) change orders for a total in the amount of \$132,204.00

Project Initiation Date: February 19, 2009

Design Professional: The McCarty Company

General Contractor: Murphy & Sons, Inc.

Contract Award Date: December 16, 2009

Project Budget: \$2,000,000

Funding Source(s): US Congress Grant Funds (SBAHQ-06-I-0032)

10. UM – IHL 207-321 – North Residential College – Bid Package A

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #6** in the amount of \$8,683.33 and zero (0) additional days to the contract of M & N Excavators, Inc.

Staff Approval Date: September 17, 2010

Change Order Justification: **Change Order #6** is necessary to furnish and install base concrete, pavers, cast stone, reinforcement. Also the change order will allow for the installation of base steel support supplied for statute support as well as re-install brick pavers around the base after the base is installed.

Total Project Change Orders and Amount: Six (6) change orders for a total amount of \$46,167.04

Project Initiation Date: March 19, 2009

Design Professional: Cooke Douglas Farr Lemons/Eley Guild Hardy – A Joint Venture

General Contractor: M & N Excavators, Inc.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
NOVEMBER 18, 2010
Page 9 of 15**

Contract Award Date: September 4, 2009

Project Budget: \$25,000,000

Funding Source(s): Internal R & R (\$5,700,000); Educational Building Corporation (EBC) Bonds (\$14,700,000); Private Gifts (\$4,600,000)

11. UM – IHL 207-321 – North Residential College – Bid Package C

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #4** in the amount of \$27,300.00 and zero (0) additional days to the contract of Selective Masonry.

Staff Approval Date: October 4, 2010

Change Order Justification: **Change Order #4** is necessary to furnish and install base concrete, pavers, cast stone, reinforcement. Also the change order will allow for the installation of base steel support supplied for statute support as well as re-install brick pavers around the base after the base is installed.

Total Project Change Orders and Amount: Four (4) change orders for a total amount of \$43,515.00.

Project Initiation Date: March 19, 2009

Design Professional: Cooke Douglass Farr Lemons/ Eley Guild Hardy - A Joint Venture

General Contractor: Selective Masonry

Contract Award Date: July 1, 2009

Project Budget: \$25,000,000

Funding Source(s): Internal R&R (\$5,700,000); Educational Building Corporation (EBC) Bonds (\$14,700,000); Private Gifts (\$4,600,000)

12. UM – IHL 207-321 – North Residential College – Bid Package G

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
NOVEMBER 18, 2010
Page 10 of 15

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #6** in the amount of \$4,095.09 and zero (0) additional days to the contract of Clinton Interiors.

Staff Approval Date: October 4, 2010

Change Order Justification: **Change Order #6** is necessary to change keyed cylinders from standard cylinder to a master keying matrix system.

Total Project Change Orders and Amount: Six (6) change orders for a total credit in the amount of (\$39,796.71)

Project Initiation Date: March 19, 2009

Design Professional: Cooke Douglass Farr Lemons/ Eley Guild Hardy - A Joint Venture

General Contractor: Clinton Interiors

Contract Award Date: September 4, 2009

Project Budget: \$25,000,000

Funding Source(s): Internal R&R (\$5,700,000); Educational Building Corporation (EBC) Bonds (\$14,700,000); Private Gifts (\$4,600,000)

13. UM – IHL 207-321 – North Residential College – Bid Package J

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #1** in the amount of \$29,586.00 and zero (0) additional days to the contract of Hotel and Restaurant Supply.

Staff Approval Date: September 17, 2010

Change Order Justification: **Change Order #1** is necessary to furnish and install the additional kitchen equipment needed for the changes in the server, food prep etc.

Total Project Change Orders and Amount: One (1) change order for a total amount of \$29,586.00

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
NOVEMBER 18, 2010
Page 11 of 15

Project Initiation Date: March 19, 2009

Design Professional: Cooke Douglass Farr Lemons/ Eley Guild Hardy - A Joint Venture

General Contractor: Hotel and Restaurant Supply

Contract Award Date: July 1, 2009

Project Budget: \$25,000,000

Funding Source(s): Internal R&R (\$5,700,000); Educational Building Corporation (EBC) Bonds (\$14,700,000); Private Gifts (\$4,600,000)

14. UM – IHL 207-337 – Faser Hall Electrical Upgrade

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Schematic Design Documents** as submitted by Cooke Douglass Farr Lemons, design professional.

Staff Approval Date: September 17, 2010

Project Initiation Date: February 18, 2010

Design Professional: Cooke Douglass Farr Lemons

General Contractor: N/A

Contract Award Date: N/A

Project Budget: \$1,180,000

Funding Source(s): Internal R&R (\$1,180,000)

15. UMMC – GS 109-195 – Adult Emergency Renovations

Staff Approval #1: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Contract Documents** as submitted by Dale/Morris Associates, design professional. Approval is requested from the Bureau of Building, Grounds, and Real Property.

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
NOVEMBER 18, 2010
Page 12 of 15**

Staff Approval Date: October 15, 2010

Project Initiation Date: November 14, 2007

Design Professional: Dale/Morris Associates

General Contractor: N/A

Contract Award Date: N/A

Project Budget: \$9,630,000

Funding Source(s): HB 246, Laws of 2007 (\$5,130,000); HB 1641, Laws of 2008 (\$2,000,000); HB 1722, Laws of 2009 (\$2,500,000)

16. UMMC – IHL 209-521 – Pediatric ICU Renovations

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #3** in the amount of \$7,545.00 and zero (0) additional days to the contract of Fountain Construction Company.

Staff Approval Date: October 8, 2010

Change Order Justification: **Change Order #3** is necessary to address latent conditions where required fire stopping was not present or was in deteriorated condition requiring replacement.

Total Project Change Orders and Amount: Three (3) change order for a total amount of \$42,968.00

Project Initiation Date: March 19, 2009

Design Professional: The McCarty Co. Design Group

General Contractor: Fountain Construction Company

Contract Award Date: December 2, 2009

Project Budget: \$3,122,978.00

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
NOVEMBER 18, 2010
Page 13 of 15**

Funding Source(s): Hospital Patient Revenue (\$3,122,978)

17. USM – GS 108-261 – School of Nursing Building

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Schematic Design Documents** as submitted by Studio South Architects, PLLC in association with Eley Associates, design professional. Approval is requested from the Bureau of Building, Grounds, and Real Property.

Staff Approval Date: October 8, 2010

Project Initiation Date: September 17, 2009

Design Professional: Studio South Architects, PLLC / Eley Associates

General Contractor: N/A

Contract Award Date: N/A

Project Budget: \$1,500,000

Funding Source(s): Federal Grant funds (\$1,500,000)

18. USM– IHL 208-281 – Chain Technology HVAC Upgrade

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #2** in the amount of \$25,269.00 and zero (0) additional days to the contract of Pat L. McKenzie, Inc.

Staff Approval Date: October 8, 2010

Change Order Justification: **Change Order #2** is necessary to add controls to VAV units, re-work ductwork, and add supply grilles to Server/Communication rooms. This change order will improve the functionality and energy efficiency of the entire building.

Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$451,090.00

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
NOVEMBER 18, 2010
Page 14 of 15**

Project Initiation Date: August 17, 2007

Design Professional: Atherton Consulting Engineers, Inc.

General Contractor: Pat. L. McKenzie, Inc.

Contract Award Date: May 10, 2010

Project Budget: \$1,123,700

Funding Source(s): University year end funds (\$1,123,700)

19. USM– IHL 210-239 – Red Snapper Building Larval Rearing

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #1** in the amount of \$950.00 and one hundred five (105) additional days to the contract of Starks Contracting, Inc.

Staff Approval Date: October 8, 2010

Change Order Justification: **Change Order #1** is necessary to add Simpson clip angles in order to better attach the side porch roofs to the structure which will allow more free space for research equipment. The change order will also add time to the contract due to excessive rain days USM has incurred with the project.

Total Project Change Orders and Amount: One (1) change order for a total amount of \$950.00

Project Initiation Date: August 17, 2007

Design Professional: Allred Architectural Group

General Contractor: Starks Contracting, Inc.

Contract Award Date: May 28, 2009

Project Budget: \$1,400,000

Funding Source(s): NOAA Grant Funds (\$1,400,000)

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
REAL ESTATE
NOVEMBER 18, 2010
Page 15 of 15**

20. USM– IHL 210-240 – Infrastructure II

Staff Approval: In accordance with Board Policy §904 (A) Board Approval, Board staff approved **Change Order #2** in the amount of \$81,804.05 and thirty (30) additional days to the contract of Gulf Equipment Corporation.

Staff Approval Date: October 8, 2010

Change Order Justification: **Change Order #2** is necessary to add electrical service to a new building under construction. The service was not present when the plans for the project were considered. The change order will also replace a leaking 6” valve as well as several other system valves in need of repair.

Total Project Change Orders and Amount: Two (2) change orders for a total amount of \$86,034.60

Project Initiation Date: August 21, 2008

Design Professional: Allred and McNabb Architects

General Contractor: Gulf Equipment Corporation

Contract Award Date: May 28, 2009

Project Budget: \$3,500,000

Funding Source(s): NOAA Grant Funds 3321 (\$3,500,000)

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 1 OF 3

SYSTEM - REPORT OF PAYMENTS TO OUTSIDE COUNSEL

Legal fees approved for payment to outside counsel in relation to litigation and other matters:

Payment of legal fees for professional services rendered by Butler, Snow, O'Mara, Stevens & Cannada (statements dated 8/25/10, 9/17/10 and 9/17/10) from the funds of the University of Mississippi Medical Center. (These statements represent services and expenses in connection with General Advice-UMMC North Clinic - \$26,244.15, General Rep. of the Medical School and Facility Practice Plans-UMMC North Clinic - \$150.50 and General Advice-UMMC North Clinic - \$6,553.08, respectively.)

TOTAL DUE.....\$ 32,947.73

Payment of legal fees for professional services rendered by John Kitchens, Esq. (statements dated 7/30 /10) from the funds of the University of Mississippi Medical Center. (These statements represent services and expenses in connection with the cases styled *Kermode* (Federal Case) - \$11,642.78; *Kermode* (State Case) - \$379.50; *Walker* - \$681.00; *UMMC* - \$1,023.00 and *Seid* - \$315.00.)

TOTAL DUE.....\$ 14,041.28

Payment of legal fees for professional services rendered by James C. Mingee/The Mark It Place (statement dated 6/19/10) from the funds of the University of Mississippi Medical Center. (This statement, in the amount of \$2,900.00 represents services and expenses in connection with trademark/service mark and copyright matters.)

TOTAL DUE.....\$ 2,900.00

Payment of legal fees for professional services rendered by Ogletree, Deakins, Nash, Smoak & Stewart (statement dated 8/10/10) from the funds of the University of Mississippi Medical Center. (This statement in the amount of \$452.64, represents services and expenses in connection with the *Bernard v. UMMC* case.)

TOTAL DUE.....\$ 452.64

Payment of legal fees for professional services rendered by Adams & Reese (statements dated 12/7/09, 2/9/10, 3/2/10, 3/9/10, 4/15/10, 5/11/10, 6/15/10, 7/7/10, 8/16/10 and 9/15/10) from the funds of the University of Southern Mississippi. (These statements, in the amounts of \$1,125.00, \$5,833.50, \$3,852.75, \$840.00, \$32,211.66, \$76,140.63, \$29,934.90, \$785.67, \$105.00 and \$847.62, respectively, represent services and expenses in connection with personnel issues.)

TOTAL DUE.....\$ 151,676.73

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
 INFORMATION AGENDA
 LEGAL
 NOVEMBER 18, 2010
 PAGE 2 OF 3**

Legal fees approved for payment to outside counsel in relation to patent and other matters:

Payment of legal fees for professional services rendered by Butler, Snow, O’Mara, Stevens & Cannada (statements dated 9/15/10) from the funds of Mississippi State University. (These statements represent services and expenses in connection with the following patents: “Compact Time-of-Flight Mass Spectrometer-Germany” - \$333.00; “Compact Time-of-Flight Mass Spectrometer-United Kingdom” - \$532.70; “Organic Wood Preservatives” - \$59.50; “High Power Density, Full-Bridge Parallel Loaded Resonant DC-DC Converter for Low-Voltage, High-Current Applications” - \$959.50; “Methods of Preparation of Live Attenuated Bacterial Vaccines” - \$17.00; “Live Attenuated Catfish Vaccine” - \$17.00; “Steele-Prov. Patent on Anhydrosugar Production” - \$17.00; “Steele-Biofuel Catalyst” - \$942.50; “Compact Time-of-Flight Mass Spectrometer-Canada” - \$55.41 and “Compact Time-of-Flight Mass Spectrometer-Japan” - \$2,315.73, respectively.)

TOTAL DUE.....\$ 5,249.34

Payment of legal fees for professional services rendered by Butler, Snow, O’Mara, Stevens & Cannada (statements dated 7/27/10 and 8/20/10) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Utilizing Tactile Speech Feedback for Stuttering and Other Speech/Fluency/Motor Initiation Disorders” - \$25.50 and “Chick Separation-Anxiety-Depression (SAD)” - \$742.50, respectively.)

TOTAL DUE.....\$ 768.00

Payment of legal fees for professional services rendered by Hunton & Williams (statement dated 4/15/10) from the funds of the University of Mississippi. (This statement represents services and expenses in connection with the following patents: “Method of Preparing Delta-9-Tetrahydrocannabinol Esters” - \$689.47.)

TOTAL DUE.....\$ 689.47

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 7/22/10, 7/22/10, 7/22/10, 7/22/10, 7/22/10, 7/22/10, 7/22/10, 7/22/10, 8/27/10, 8/27/10, 8/27/10, 8/27/10, 8/27/10, 8/27/10, 8/27/10, 8/27/10 and 8/27/10) from the funds of the University of Mississippi. (These statements represent services and expenses in connection with the following patents: “Mexico: High-Speed Data Compression Based on Set-Associative Cache Mapping Techniques” - \$488.50; “Australia: High-Speed Data Compression Based on Set-Associative Cache Mapping Techniques” - \$603.00; “Delivery of Medicaments to the Nail Perionychium via ‘Etching’” - \$341.00; “Highly Purified Amphotericin-B” - \$496.00; “Multi-Doman Plate Acoustic Wave Devices” - \$188.50; “India: Stabilized Formulation of Triamcinolone Acetonide”

**BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
LEGAL
NOVEMBER 18, 2010
PAGE 3 OF 3**

- \$375.00; “Effective Reburning by Natural Gas Substitutes” - \$124.00; “In-Furnace Reduction of Nitrogen Oxide by a Biomass Derivative” - \$2,648.00; “Stabilized Formulation of Triamcinolone Acetonide” - \$914.96; “Highly Purified Amphotericin-B” - \$2,108.42; “In-Furnace Reduction of Nitrogen Oxide by a Biomass Derivative” - \$54.00; “Japan: Highly Purified Amphotericin-B” - \$1,094.50; “Delivery of Medicaments to the Nail and Perionychium via ‘Etching’” - \$1,055.50; “Mexico: High-Speed Data Compression Based on Set Associative Cache Mapping Techniques” - \$346.00; “Europe: High-Speed Data Compression Based on Set-Associative Cache Mapping Techniques” - \$416.00; “China: High-Speed Data Compression Based on Set-Associative Cache Mapping Techniques” - \$584.00 and “Australia: High-Speed Data Compression Based on Set-Associative Cache Mapping Techniques” - \$448.00, respectively.)

TOTAL DUE.....\$ 12,285.78

Payment of legal fees for professional services rendered by Stites & Harbison (statements dated 7/20/10, 7/20/10, 7/20/10, 7/22/10, 7/22/10, 7/22/10 and 7/22/10) from the funds of the University of Mississippi Medical Center. (These statements represent services and expenses in connection with the following patents: “Raucher/Inhibition of Cancer Metastasis by Cell Penetrating Peptides” - \$168.68; “Raucher/Canada/Thermally Targeted Delivery of Medicaments including Doxorubicin” - \$1,392.20; “Raucher/Targeted Delivery of Therapeutic Peptides by Thermally Responsive Polymers” - \$394.94; “Abell/Temporary Mucosal Gastric Electrical Stimulation Device & Method for Treating Gastroparesis” - \$467.50; “Abell/CIP/System for Diagnosis and Prediction of Therapy for Nutritional & Metabolic Disorders” - \$918.00; “General” - \$58.08 and “O’Callaghan/Cholesterol Treatment of S. Aureus Keratitis” - \$668.80, respectively.)

TOTAL DUE.....\$ 4,068.20

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 1 of 3

1. **SYSTEM – COMMENCEMENT/RECOGNITION CEREMONY SCHEDULES**

Delta State University

Time: 10:00 a.m., Saturday, December 11, 2010
Location: Walter Sillers Coliseum
Speaker: Dr. Susan A. Ford, 2010 recipient of S.E. Kossman Outstanding Teacher Award, Delta State University

Mississippi State University

Meridian Campus

Time: 11:00 a.m., Friday, December 10, 2010
Location: Riley Center
Speaker: Mr. Tony Pompelia, CEO, Leading Edge Advertising

Starkville Campus

Time: 7:00 p.m., Friday, December 10, 2010
Location: Humphrey Coliseum
Speaker: Mr. Sid Salter, Journalist, *The Clarion Ledger*

Mississippi University for Women

Recognition Ceremony

Time: 6:00 p.m., Friday, December 3, 2010
Location: Rent Auditorium of Whitfield Hall
Speaker: Ms. Mary Jo Kirkpatrick, Chair of the Department of Associate Degree Nursing, Mississippi University for Women

University of Southern Mississippi

Time: 10:00 a.m. and 3:00 p.m., Saturday, December 10, 2010
Location: Reed Green Coliseum
Speaker: Ms. Mary Libby Payne, Retired Judge of the Mississippi Court of Appeals and Scholar-in-Residence/Professor Emerita at Mississippi College School of Law

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 2 of 3

2. SYSTEM – COMMISSIONER’S NOTIFICATION OF APPROVAL

The following items have been approved by the Commissioner on behalf of the Board and are available for inspection in the Board Office.

- A. **MSU** – On October 26, 2010, approval was granted to enter into a four-year lease with the Mississippi State University Research and Technology Corporation (MSU-RTC) to allow the MSU-RTC to use 43 acres of land located adjacent to the current MSU Research Park in Starkville, MS. Using grant funds from the National Institute of Standards and Technology, the MSU-RTC will construct improvements upon the leased land in order to make way for new development for the research park. The existing research park space is at capacity and additional land is needed to expand research based businesses.

- B. **USM** – On November 2, 2010, approval was granted to enter into a one-year lease agreement with Radiance Technologies, Inc. (RTI) to allow RTI to lease approximately 765 square feet of space in the university’s Accelerator Building located in the Innovation and Commercialization Park in Hattiesburg, Mississippi. RTI plans to locate a portion of its scientists in Hattiesburg to further its research, development, and commercialization of high-temperature polymer composites in collaboration with university scientists.

- C. **System** – On October 25, 2010, Commissioner Hank Bounds reviewed and approved the annual summary of actual expended Institutional (E & G) Scholarships, Fellowships and Tuition Waivers Report FY 2010. This summary is a required financial report mandated from IHL Board Policy 703.04 Institutional Scholarships, Tuition Waivers, and Fellowships Subsection F Policy Guidelines.

- D. **System** – On October 25, 2010, Commissioner Hank Bounds reviewed and approved the Quarterly Employment Reports which lists all hires and all separations for the period beginning July 1, 2010 and ending September 30, 2010. These reports are required by IHL Policy 401.0102 Delegation of Authority and 801.09 Resignations.

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING
INFORMATION AGENDA
ADMINISTRATION/POLICY
November 18, 2010
Page 3 of 3

- E. **System** – On October 25, 2010, Commissioner Hank Bounds reviewed and approved the annual Additional Compensation Report (Fiscal Year 2010). This report is required by IHL Policy 401.0103 Salaries and Compensation.